NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - JANUARY 23, 2020 - 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

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

7. COMMUNICATIONS AND PETITIONS
   Claims: 19-099 - Ernest Scott, Jr.; 19-100 - Thomas Fitzhugh; 19-101 - Perry Johnson; 19-102 - Paul Montalbano; 19-103 - Margaret O'Neal; 19-104 - Thomas Kron; 20-001 - Tom Thumb Nursery; 20-002 - Gloria Peruz; 20-003 - Christopher Loeffler; 20-004 - Linda Waldren.

8. PUBLIC HEARINGS

8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas Suspending Operation Of The 2015 Galveston Land Development Regulation Section 5.413 Related To Political Signs In City Right-Of-Ways Pending Clarification And Amendment Related To That Regulation, Making Various Findings And Provisions Related To The Subject, And Providing For An Effective Date. (Legal)

Documents:

ORDINANCE SUSPENDING LDR RELATED TO POLITCAL SIGNS - DF EDITS.DOCX

8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations To Comply With State Law; Including But Not Limited To Regulations For Gun Shops And Shooting Ranges; Planning Case Number 19ZA-008; Providing For An Effective Date; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

19ZA-008 STF RPT PKT WITH ORD.PDF

8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The

2015 Galveston Land Development Regulations, Article 9: “Landscaping”, To Add Division 9.600, “Palm Preservation”, To Provide For The Protection Of Certain Palm Species; Planning Case Number 19ZA-006; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

19ZA-006 STF RPT PKT WITH ORD.PDF

8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas Amending The 2015 Galveston Land Development Regulations, By Amending Article 9: Section 9.500, Tree Preservation To Provide The Requirement Of A Permit Prior To Removal Of A Significant Tree And Clarification Of Activities That May Be Harmful To Trees; Planning Case Number 19ZA-007; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

19ZA-007 STF RPT PKT WITH ORD.PDF

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

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving The Amended And Restated Articles Of Incorporation And The Amended And Restated Bylaws Of Galveston Island Redevelopment Authority; Directing The Filing Of The Same With The Office Of The Texas Secretary Of State, Providing For Finding Of Fact And Providing For An Effective Date. (Yarbrough)

Documents:

RDA ORDINANCE.PDF

10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Ordering And Calling An Election To Be Held In The City Of Galveston On The 2nd Day Of May, 2020, For The Purpose Of Electing A Mayor At-Large And Six (6) District Council Members, Each For A Two-Year Term; Making Provisions For The Conduct And Giving Notice Of The Election; Designating Polling Places; Designating Hours For Voting; Providing For Publication Of The Notice Of The Election; Providing Bilingual Election Requirements; Providing For A Severability Clause; Providing An Open Meetings Clause; Providing A Savings Clause; Declaring Findings Of Fact; And Providing For An Effective Date. (Legal)

Documents:

GENERAL ELECTION ORDINANCE - MAY 2020.DOC

10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Ordinance Number 15-059, The City’s Financial Incentives Program For Historic Properties, Regarding Administrative Review Of Determinations Of Eligibility For Substantial Rehabilitation For Historic Properties; Planning Case Number 19PA-056; Making Various Findings And Provisions Related To The Subject, And Providing For An Effective Date. (C. Gorman)

Documents:

19PA-056 STF RPT PKT WITH ORD.PDF

10.D. Consider An Ordinance Of The City Of Galveston, Texas, Amending The Total Operating Budget For Fiscal Year Ending September 30, 2019, By Adjusting Various Budget Accounts In The Amounf Of $1,935,861 To Adjust And And Properly Record For Expenditures In Connection With Distribution Of Two Percent Cost Of Living Pay Increase, Contractual Fees, Separation Pay, Island Transit Subsidy And Operating Transfers For Grant Matching Funds And For Technology Improvements.; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)

Documents:

BUDGET AMENDMENT FY19 NO 3 STAFF REPORT.DOCX
BUDGET AMENDMENT NO. 3 ORDINANCE.DOCX
FY19 BUDGET AMENDMENT NO. 3 ORDINANCE ATTACHMENTS A, B, AND C.PDF
GRANT RELATED EXPENSES INELIGIBLE FOR REIMBURSEMENT.PDF

10.E. City Code Review:

10.E.1. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 2, "Administration" To Add Provisions For The Office Of The City Marshal; Amending The Code Of The City Of Galveston, As Amended, Chapter 22, "Municipal Court" To Remove Provisions For The Office Of The City Marshal; To Rename, Renumber And Rearrange The Chapter (S) As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Documents:

CHAPTER 2 -CITY MARSHAL AMEND.DOC

10.E.2. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 10, "Building Code", To Amend Permit Regulations For Construction Activity; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Development Services)

Documents:

EXPIRED PERMIT CONSTRUCTION ACTIVITY ORDINANCE - BLDG CODE.DOCX
STAFF REPORT DEADLINES.DOC

10.E.3. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 18.5, "Lead Abatement", To Amend, Update Rules, Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalities As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Documents:

CHAPTER 18.5 - LEAD ABATEMENT ORDINANCE.DOC

10.E.4. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 33.5, “Tobacco Products”, To Amend, Update Rules, Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Documents:

CHAPTER 33.5 - TOBACCO PRODUCTS ORDINANCE.DOC

10.E.5. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 35, “Vehicles For Hire”, To Amend, Update Regulations, Standards, And Definitions; Allow For Regulation By The City Marshal’s Office, To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (City Marshal)

Documents:

CHAPTER 35 - VEHICLES FOR HIRE - MARSHAL DESIGNATION ORD.DOCX

10.E.6. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 37, “Wreckers, Tow And Storage Facility”, To Allow Regulation By The City Marshal’s Office, To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (City Marshal)

Documents:

CHAPTER 37 -ORDINANCE- WRECKER ETC- MARSHAL DESIGNATION.DOC

11. CONSENT ITEMS

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

11.A. Consider For Approval Directing Staff To Close Out All Neighborhood Funds, Transferring The Remaining District 5 Funds To The General Fund For Use At Jones Park, And Transferring The Remaining District 6 Funds To The General Fund For The Purpose Of Creating A New K-9 Recreational Facility. (Yarbrough)

11.B. Consider For Approval An Interlocal Cooperation Agreement Between The City And Galveston Independent School District For The Creation Of A Citizen And Dog Recreation Area.

Documents:

GISD - CITIZEN DOG RECREATION AREA - REVDF.DOCX

11.C. Consider For Approval Moving The April 23, 2020 Workshop And Regular Meeting To April 30, 2020, And Scheduling A Special Meeting On May 13, 2020 For The Purpose Of Canvassing The May 2, 2020 General Election. (Yarbrough)

11.D. Consider For Approval A Resolution Of The City Of Galveston Texas Suspending The February 6, 2020 Effective Date Of Texas Gas Service Company's Requested Increase To Permit The City Time To Study The Request And To Establish Reasonable Rates; Approving Cooperation With Other Cities In The Texas Gas Service Company's Central Texas And Gulf Coast Service Areas; Hiring Legal And Consulting Services To Negotiate With The Company And Direct Any Necessary Litigation And Appeals; Authorizing Intervention In GUD No. 10928 At The Railroad Commission; 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:

TGS STAFF REPORT JANUARY 2020.DOCX
TGS SUSPENSION RESOLUTION JAN 2020-DF REV.DOCX
ENGAGEMENT AGREEMENT 01.07.20 (002).PDF

11.E. Consider For Approval The Reallocation Of HOME Investment Partnerships Program (HOME) Funds (Program Years '15–'18) Totaling $674,524.22 To The Tenant-Based Rental Assistance Program. Authorize The City Manager To Execute All Necessary Contracts, Certifications, And Documents For The Projects. (A. Law)

Documents:

STAFF REPORT HOME REALLOCATION.PDF

11.F. Consider Approving Purchases Of Operational Supplies Using The Contracts With Pro Chem, Inc., Through The Goodbuy Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)

Documents:

STAFF REPORT PRO CHEM FY20.PDF

11.G. Consider For Approval To Continue Outsourcing With Level One LLC For Various Professional Print Shop Services Relating To The Utility Services Monthly Billing Statements. (M. Loftin)

Documents:

STAFF REPORT LEVEL ONE FY 2020.DOCX

11.H. Consider For Approval The Purchase From National Meter & Automation Formerly Known As Badger Meter For Various Water Meters, Meter Parts, Registers, Transmitter Combinations And Other Ancillary Equipment In An Amount Not To Exceed $150,000 For Fiscal Year 2020. (M. Loftin)

Documents:

STAFF REPORT WATER METERS FY 2020.DOCX

11.I. Consider Approval Of An Award For A One-Year Contract, With Four Optional One-Year Renewals For Bid 20-001 Maintenance, Repair, And Operational Supplies. Authorizing The City Manager To Execute The Contracts Upon Final Approval By The City Attorney. (M. Loftin)

Documents:

BID 20-001 MRO SUPPLIES STAFF REPORT.PDF
BASSETT BROTHERS SIGNED AND COMPLETED CONTRACT BID 20-001.PDF
CITYOF GALVESTON.CONTRACT.12202019 VENDOR SIGNED.PDF
CONTRACT SOUTHWESTERN PAINT BID 20-001 VENDOR SIGNED COMPLETE.PDF

11.J. Consider Approving The Renewal Of The Oracle Database Software Support Agreement For $23,860.98 Utilizing DIR Contract TSO – 4158, Oracle America, Inc(H. Dean).

Documents:

FY20 STAFF REPORT ORACLE SUPPORT RENEWAL.PDF
SR 10446432 FY20.PDF

11.K. Consider Approving The Renewal Of The Kronos Software Maintenance And Support Agreement In The Amount Of $36,311.98 (H .Dean).

Documents:

FY20 STAFF REPORT KRONOS.PDF
KRON_CORR109_DATADEF_60962027_1.PDF

11.L. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving A Memorandum Of Understanding Between The City Of Galveston Police Department And The United States Coast Guard For The Provision Of Local Resources To The Coast Guard; Authorizing The City Manager To Execute The Agreement And All Other Necessary Documents Upon Final Approval By The City Attorney; Providing For Findings Of Fact And For An Effective Date. (V. Hale)

Documents:

COAST GUARD MOU - MJ 1-23-20.DOCX
MOU GALVESTON PD VF 12DEC19.PDF

11.M. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving And Authorizing The City Manager To Execute A Memorandum Of Agreement With The Wharves Board Of Trustees For The Conduct Of A Preliminary Study For The Placement Of A Pump Station And Related Infrastructre On Port Property Approving And Authorizing The City Manager To Execute A The Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (B. Cook)

Documents:

RESOLUTION EMS--WHARVE BOARD AND CITY PUMP STATION STUDY.DOCX
MOU STAFF REPORT.PDF
PORT PUMP STATION MEMORANDUM OF UNDERTANDING.PDF

11.N. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving And Authorizing The City Manager To Execute A Memorandum Of Agreement With The Wharves Board Of Trustees For The Placement Of A Water Line As Part Of The Rehabiliation Of Old Port Industrial Road By The Port Of Galveston Approving And Authorizing The City Manager To Execute A The Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (D. Christodoss)

Documents:

RESOLUTION -WHARVES BOARD AND CITY PUMP INDUSTRIAL ROAD WATER LINE.DOCX
WHARVES INTERLOCAL WITH CITY OF GALVESTON FOR WATERLINE - STAFF REPORT AND AGREEMENT.PDF
INTERLOCAL AGREEMENT - CITY AND WHARVES - OLD PORT INDUSTRIAL WATER LINE JAN 2020.DOCX

11.O. Consider For Approval: Replacement Of The Airport WWTP Administration Building Storage Room Overhead Door In The Amount Of $16,800. (R. Pugh)

Documents:

REPLACEMENT OF AIRPORT WWTP ADMIN. BUILDING STORAGE ROOM OVERHEAD DOOR.PDF

11.P. Consider For Approval: Purchase Of Replacement Parts For Airport WWTP Bar Screen In The Amount Of $23,352.04. (R. Pugh)

Documents:

PURCHASE OF REPLACEMENT PARTS FOR AIRPORT WWTP BAR SCREEN.PDF

11.Q. Consider For Approval Entering Into An Agreement With Applied GRT For The Provision Of 3rd Party Consultant And Project Education Services For The Airport Pump Station Project. (Dudley Anderson)

Documents:

AIRPORT PUMP STATION APPLIED GRT CONSULTANT.PDF
STAFF REPORTAIRPORT PUMP STATION CONSULTANT APPLIED GRT.DOCX

11.R. Consider For Approval Change Order #5 To The Contract With Construction LTD, For The Fire Station #1 New Site Construction And Existing Site Demolition Project Increasing The Contract By $950,434.03 (9.88%) From The Amount Of $10,040,956.00 To The Amount Of $10,991,390.03 And Extending The Contract Term By 217 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

CONSTRUCTION LTD FS1 CO5.PDF

11.S. Consider Approval Of Change Order #1 To The Contract With Preload, LLC, For The New 7.5 MG Ground Storage Tank At 59th Street Project Increasing The Contract By $125,044.32 From The Amount Of $5,374,800.00 To The Amount Of $5,499,844.32 (2.3% Increase To The Original Contract), And Extending The Contract Term By 110 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

PRELOAD - 7.5 MG GROUND STORAGE TANK - CO 1.PDF

11.T. Consider Approval Of Change Order #02 With Lucas Construction Company, Inc., For The 27th Street Improvements From Avenue O To Seawall Boulevard (Phase II) Project

(RFP #19-12) Increasing The Contract By $48,939.00 From The Amount Of $1,358,713.00 To The Amount Of $1,407,652.00 (A Cumulative Increase Of 3.71% From The Original Contract Sum). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City (D. Anderson)

Documents:

LUCAS CONSTRUCTION - 27TH ST IMP. PROJECT - CO 2.PDF

11.U. Consider For Approval Of Change Order No. 3 To The Contract With LEM Construction Co., Inc., For The Airport Wastewater Treatment Plant Improvements Project, Increasing The Contract By $129,633.20 From The Amount Of $7,073,677.09 To A New Total Amount Of $7,203,310.29. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

LEM CONSTRUCTION - AIRPORT WWTP IMP. PROJECT - CO 3.PDF

11.V. Consider For Approval Change Order No. 4 To The Contract With Main Lane Industries, Ltd., For The 45th Street Improvements From Broadway To Seawall Boulevard Project, Increasing The Contract By $147,051.53 (1.63%) From The Amount Of $10,379,271.80 To A New Total Amount Of $10,526,323.33. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

MAIN LANE - 45TH STREET IMPROVEMENTS - CO 4.PDF

11.W. Consider For Approval Change Order No. 3 To The Contract With Alamo Environmental Inc. Dba Alamo1, For The City Of Galveston Incinerator Demolition And Concrete Cap Construction Project, Decreasing The Contract By $81,541.01 From The Amount Of $4,404,163.08 To A New Total Amount Of $4,322,622.07 And Adding 15 Days To The Contract Time. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

ALAMO ENVIRONMENTAL - COG INCINERATOR DEMOLITION AND CONCRETE CAP CONSTRUCTION PROJECT - CO 3.PDF

11.X. Consider For Approval Change Order #5 To The Contract With J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project, Increasing The Contract By $263,426.00 (2.45%) From The Amount Of $10,930,716.20 To The Amount Of $11,194,142.20, And Extending The Contract Term By 91 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

J.W KELSO - PW FACILITY - CHANGE ORDER NO. 5.PDF

11.Y. Consider For Approval Modification Of The Final 2 Years Of The Annual Maintenance Contracts On Foxboro A2/PAC System And Equipment At Supply Division Water Pump Stations And Various Elevated Storage Tank Facilities From Sole Source Provider Schneider-Electric Systems USA Inc. The Cost Of The Annual Contracts Will Be $81,773.00 For 2020 And $84,635.00 For 2021. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (A.

Grasso)

Documents:

SCHNEIDER ELECTRIC - ANNUAL MAINTENANCE CONTRACTS.PDF

11.Z. Consider For Approval Awarding The Annual Contracts For The Purchase Of Pipes, Parts, And Fittings (Bid 20-002) To CPR Services & Supply, Inc. Dba MDN Enterprises, ACT Pipe & Supply, Accurate Utility Supply, Core & Main LP, Ferguson And Coburn Supply Co. Authorizing City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (A. Grasso)

Documents:

ANNUAL CONTRACTS FOR THE PURCHASE OF PIPES, PARTS, AND FITTINGS (BID 20-002).PDF

11.AA. Consider For The Approval Of A Resolution Of The City Council Of The City Of Galveston Establishing Certain Special Events As Serving Public Purposes, Authorizing The City Manager To Execute The Standard Form Agreement From The Texas Department Of Transportation For Temporary Closer Of State Right Of Ways For Each Event Along With All Other Necessary Documents. (D. Smith)

Documents:

TXDOT AGREEMENT SPECAIL EVENTS PACKET -RESOLUTION.PDF

11.BB. Consider For The Approval Of The Change Order (#1) Totaling $3,578.56 To All Tech Fuel Systems For Additional Work Required For The System Upgrade To The Automated Fueling System Located At 2800 Santa Fe Place (Trolley Barn), Which Was Previously Awarded Under RFP 19-08A. The Original Approved Amount Was $45,907.36. The Total Project Cost With This Change Order Will Be $49,485.92. (7.8%). (D. Smith)

Documents:

FUEL STATION CHANGE ORDER PACKET.PDF

11.CC. Consider For The Approval Of The Repairs To The Ladder And Platform On Unit 1830, Which Is A 2002 E-One Fire Department Ladder Truck, To The Lowest Bidder That Is Able To Handle All Required Repairs, Siddons Martin, For A Total Of $22,238.13. Funding Source Is The Garage Outside Repairs Account And TML Insurance. (D. Smith)

Documents:

1830 REPAIRS PACKET.PDF

11.DD. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment (Roller For Collections/Distribution Divisions) From R.B. Everett & CO. Through Buy Board For A Total Price Of $18,770 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

RB EVERETT ROLLER PACKET.PDF

11.EE. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment (Bucket Truck For The Traffic Division) From Silsbee Ford Inc. Through Good Buy For A Total Price Of $138,173.50 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

SILSBEE BUCKET TRUCK PACKET.PDF

11.FF. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment (Boring Machine W/Equipment For Sewer/Collections Divisions) From EKA Through Buy Board For A Total Price Of $159,803.77 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

EKA BORING MACHING PACKET.PDF

11.GG. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (PD Patrol Service Tahoe's) And Associated Equipment From Caldwell Country Through Buy Board For A Total Price Of $232,812 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smitth)

Documents:

CALDWELL PD 4 TAHOE PURCHASE PACKET.PDF

11.HH. Consider For The Approval Allowing Purchases Of Small Trailers Utilizing The HGAC Buy Cooperative Purchasing Contract With Nationwide Trailers, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. Estimated Costs For Products Not To Exceed Council Approved Budgets. (D. Smith)

Documents:

NATIONWIDE TRAILERS PACKET.PDF

11.II. Consider For Approval The Purchase, Delivery And Placement Of Two (2) Modular Restroom Buildings, Wheelchair Ramp And Stairs From Mobile Modular (BuyBoard Contract #556-18) For Lee And Joe Jamail Park And Sandhill Crane Soccer Complex For The Amount Of $131,372.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)

Documents:

STAFF REPORT - MODULAR RESTROOMS JAMAIL AND SANDHILL PARKS 1-23-20.DOCX.PDF

11.JJ. Consider For Approval The Bid From GT Roofing, Painting And Construction To Build A 2,800 Sq. Ft. Outdoor Deck At The Lasker Park Pool. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)

Documents:

STAFF REPORT - LASKER PARK POOL DECK GT ROOFING, CONSTRUCTION 1-23-20.PDF

11.KK. Consider For Approval An Agreement Between The City Of Galveston And Galveston Lassie League Softball Organization For The Usage Of Watson, Carter, And Godnich Ballfields; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney (M. Rabago)

Documents:

AGREEMENT CITY OF GALVESTON AND GALVESTON LASSIE LEAGUE.DOC
STAFF REPORT - CITY OF GALVESTON AND LASSIE LEAGUE AGREEMENT 1-23-20.PDF

11.LL. Consider For Approval The Bid From Fun Abounds For Bid Reference Number 20-008 Menard Park - AU Inclusive Playground. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)

Documents:

STAFF REPORT - MENARD PARK ALL INCLUSIVE PLAYGROUND FUN ABOUNDS 1-23-20.PDF
FUN ABOUNDS CONTRACT FOR BID 20-008 MENARD PARK WITH EXHIBIT A.PDF

11.MM. Conside R For Approval The Bid From Fun Abounds For Bid Reference Number 20-009 Wright Cuney Park Playground. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)

Documents:

STAFF REPORT - WRIGHT CUNEY PLAYGROUND FUN ABOUNDS 1-23-20.PDF
FUN ABOUNDS CONTRACT FOR BID 20-009 WRIGHT CUNEY PARK WITH EXHIBIT A.PDF

11.NN. Consider For Approval The Bid From Fun Abounds For Bid Reference Number 20-010 San Jacinto Park Playground. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)

Documents:

STAFF REPORT - SAN JACINTO PLAYGROUND FUN ABOUNDS 1-23-20.PDF
FUN ABOUNDS CONTRACT FOR BID 20-010 SAN JACINTO PARK WITH EXHIBIT A.PDF

11.OO. Consider For Approval A Contract For Election Services Between The City Of Galveston And Galveston County For The Purpose Of Holding A City Election On May 2, 2020 And A Possible Runoff Election On June 13, 2020. (J. Williams)

Documents:

CONTRACT FOR ENTITY ELECTION SERVICES.DOCX
STAFF REPORT--ELECTION CONTRACT 2020.DOCX

11.PP. Consider For Approval Minutes Of The November 14, 2019 Workshop And Regular Meeting, And The December 12, 2019 Workshop And Regular Meeting. (J. Williams)

Documents:

MINUTES - JAN AGENDA.PDF

11.QQ. Receive And File The Following Documents:

1. Port of Galveston Strategic Master Plan
2. Galveston Central Appraisal District - Board of Directors Election 2020-2021
3. Houston-Galveston Area Council (H-GAC) - 2020 Membership Dues and Summary of Services

Documents:

PORT OF GALVESTON STRATEGIC MASTER PLAN FINAL REPORT 12.12.19 (12.20.19 REV).PDF
GCAD ELECTION 2020-2021.PDF
H-GAC MEMBERSHIP.PDF

12. ACTION ITEMS

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

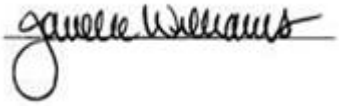
1. Arts and Historic Preservation Advisory Board
2. Landmark Commission

12.B. Discuss And Consider Appointments To Houston-Galveston Area Council:

1. General Assembly and Board of Directors
2. Transportation Policy Council

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 January 17, 2020 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. 20-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS SUSPENDING OPERATION OF THE 2015 GALVESTON LAND DEVELOPMENT REGULATION SECTION 5.413 RELATED TO POLITICAL SIGNS IN CITY RIGHT-OF-WAYS PENDING CLARIFICATION AND AMENDMENT RELATED TO THAT REGULATION, MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston previously published its Land Development Regulations which include the regulation of various types of signage within the City; and

WHEREAS, the 2015 Land Development Regulations Section 5.413, as published, place certain time restrictions on the placement of political signs in the City right-of-way of no more than 90 days before an election and removal within 10 days after an election; and

WHEREAS, clarifications to that section need to be made to the operation of the regulations to ensure its operation is in compliance with the Constitution of the United States; and

WHEREAS, the City Council of the City of Galveston deems it in the best interest of the public to suspend the operation of the time constraints contained in Section 5.413 of the Land Development Regulations pending clarification and or amendments to the subject regulation.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVSTON, 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. The language in Section 5.413 of the 2015 Land Development Regulations allowing political signs in the City right-of-way of no more than 90 days before an election and no more than 10 days after an election is hereby suspended pending amendment to the Land Development Regulation Section 5.413.

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

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

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

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

APPROVED AS TO FORM:

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council
of the City of Galveston

Political signage
Suspend: LDR - 5:413

ORDINANCE NO. 20-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS TO COMPLY WITH STATE LAW; INCLUDING BUT NOT LIMITED TO REGULATIONS FOR GUN SHOPS AND SHOOTING RANGES; PLANNING CASE NUMBER 19ZA-008; PROVIDING FOR AN EFFECTIVE DATE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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

WHEREAS, the 86th Legislative session has resulted in new state laws that require amendments to the Galveston Land Development regulations; and,

WHEREAS, as presented in the Staff Report, attached and incorporated herein as **Exhibit 1,** the requested amendments are in accordance with mandated legislative changes; and,

WHEREAS, per Section 13.203 and Section 13.700 of the Galveston Land Development regulations, and as presented in the Staff Report, the requested amendments are in accordance with the criteria for text amendments; and,

WHEREAS, text amendments shall serve the purposes of:

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

WHEREAS, in preparation and consideration of proposed text amendments the Planning Commission and the City Council shall pay reasonable regard to:

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

WHEREAS, Staff, recommends approval of the text amendment to comply with state law legislative ; and,

WHEREAS, the Planning Commission, at its regular meeting of January 7, 2020, reviewed the legislative changes as presented from staff, and recommends approval of the text amendment; and,

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public's interest to approve the text amendment to comply with state law legislative changes.

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

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

SECTION 2. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations the City Council finds that it is in the public's interest to approve the text amendment to comply with state law legislative changes to read and provide as follows:

ARTICLE 2. USES AND SUPPLEMENTAL STANDARDS

***

Table 2.201
Permitted Uses: Commercial Uses

Commercial Land Uses	R-O	R-1	R-2	R-3	MF	UN	NS	TN	C	CB	RES/REC	LI	HI	USES STANDSARD
***														
~~Gun Shop~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~Limited~~
***														
Shooting Range	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**P**	**P**	**P**	**P**	**P**	

***

SEC. 2.319 – COMMERCIAL AMUSEMENT, OUTDOOR

A. **Limited Use Standards.**

1. Use Limitations. ~~Outdoor shooting ranges for firearms shall not be permitted.~~ Drive-in theaters, golf driving ranges, and go cart tracks shall not be permitted in the CB district.

***

SEC. ~~2.328 - GUN SHOP~~

~~A. **Limited Use Standards.**~~

1. ~~**Proof of Permitting.** The applicant shall provide proof of application for any permits required by the State of Texas or the Federal Government at the time of application for limited use approval, and shall provide proof of issuance of any required licenses before commencing operations.~~

2. ~~**Use Limitation.** Outdoor shooting ranges are prohibited.~~

3. ~~**Minimum Distance from Certain Locations.** The use shall be located at least 200 feet from a school, public park or place of worship, measured as a radius from property lines of the limited use.~~

4. ~~**Scale of Use.** In the C, CB, REC/RES districts, a gun shop with an indoor firing range shall be developed on a tractor lot with a minimum area of 20,000 square feet.~~

5. ~~**Noise Limitation.** Outdoor noise levels shall be maintained at the same noise decibel existing prior to the development of a firing range.~~

***

SEC. 2.353 - RECREATION, OUTDOOR

A. **Limited Use Standards.**

1. **Use Limitations.** ~~Outdoor shooting ranges for firearms shall not be permitted~~. Drive-in theaters, golf driving ranges, and go cart tracks shall not be permitted in the CB and UN districts.

***

ARTICLE 14. - DEFINITIONS

Division 14.100 - Word Usage

SEC. 14.101 - WORD USAGE

***

Commercial Amusement, Indoor means uses that provide commercial amusement indoors (except adult uses), including, but not limited to:

1. Bowling alleys and pool rooms;
2. Indoor skating rinks (ice or roller);
3. Indoor velodromes;
4. Internet cafes;
5. Local area network computer gaming centers;
6. Movie theaters and live performance theaters;
7. Museums and aquariums; and
8. ~~Shooting ranges (indoor), which means a building open to the general public wherein the shooting of firearms is allowed for the practice of marksmanship~~; ~~and~~

~~9.~~ Video arcades.

~~The phrase does not include indoor shooting ranges that are maintained or operated by a police department or United States military branch and that are not available to the general public.~~ The phrase ~~also~~ does not include a casino, casino hotel, event wagering establishment or similar use.

Commercial Amusement, Outdoor means uses that provide commercial amusement outdoors (except adult uses), including, but not limited to:

1. Amphitheaters or other outdoor concert facilities;
2. Amusement parks or theme parks;
3. Archery
4. Batting cages;
5. Bungee jumping;
6. Drive-in theaters;
7. Fairgrounds or exhibition area;
8. Go cart track;
9. Golf driving ranges;
10. Miniature golf establishments;
11. Mock war games;
12. Para sailing;
13. ~~11. Shooting ranges (outdoor), which means the use of land for archery and/or the discharging of firearms for the purposes of target practice, skeet and trap shooting, and mock war games~~ and
14. Water slides.

***

~~**Gun Shop** means any premise or portion thereof used principally for the sale of firearms, ammunition and/or ammunition components, or hunting related shooting equipment. The term does not include a department or specialty sales area that occupies less than half the floor area of a sporting goods or general merchandise store.~~

***

Self Storage means a building or group of buildings that are used for the indoor storage of personal property or records, where individual owners or tenants control individual storage spaces.

Shooting Range means a facility open to the general public wherein the discharging of firearms is allowed for the practice of skill in shooting, target practice, and/or skeet and trap shooting. The term does not include shooting ranges that are maintained or operated by a police department or United States military branch and that are not available to the general public.

Short Term Rentals means the use of a residential dwelling unit or accessory building on a temporary or transient basis. A short term rental shall include a residential dwelling unit or accessory building used as a short term vacation rental, for any period less than 30 consecutive days.

***

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

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

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

SECTION 6. This Ordinance shall be and become effective January 23, 2020, 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 January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council

City Council
Development Services Department
City of Galveston
January 23, 2020

19ZA-008 STAFF REPORT

APPLICANT:
City of Galveston

REQUEST:
Text Amendment

APPLICABLE ZONING LAND USE REGULATIONS:
Article 2: Uses and Supplemental Standards and Article 14: Definitions

PROPOSED TEXT AMENDMENT:
Request for a text amendment to the Galveston Land Development Regulations, Article 2 Uses and Supplemental Standards and Article 14 Definitions to remove the "Gun Shop" land use, modify the "Commercial Amusement, Indoor" and "Commercial Amusement, Outdoor" land uses, and add a new and unlisted land use of "Shooting Range."

EXHIBITS:
A – Attorney General's Letter
B – Proposed Text Amendments

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

Executive Summary:
The City of Galveston recently received notification from the Attorney General of Texas's Office that the Land Development Regulations for gun shops and shooting ranges are not in compliance with state law.

Texas law prohibits local governments from adopting regulations relating to the transfer, possession, ownership, storage, or transportation of firearms and ammunition (Texas Local Government Code 229.001(a)(1)). The Attorney General's letter identifies the following issues:

- Prohibition of outdoor shooting ranges;
- Limiting the hours of shooting ranges;
- Distance of "Gun Shops" from schools, public parks, or places of worship; and
- Decibel level requirements for shooting ranges.

Current Situation – Gun Shop:
The "Gun Shop" land use has the following definition:

> Gun Shop means any premise or portion thereof used principally for the sale of firearms, ammunition and/or ammunition components, or hunting-related shooting equipment. The term does not include a department or specialty sales area that occupies less than half the floor area of a sporting goods or general merchandise store.

Establishments selling guns that do not meet the floor area requirement above are classified under the "Retail – Commercial" or "Retail – Big Box" land uses.

"Gun Shop" is a Limited land use in the Commercial (C), Central Business (CB), Resort/Recreation (RES/REC), Light Industrial (LI), and Heavy Industrial (HI) zoning districts. In order to operate in these zoning districts the following Limited Standards must be met:

1. Proof of Permitting. The applicant shall provide proof of application for any permits required by the State of Texas or the Federal Government at the time of application for limited use approval, and shall provide proof of issuance of any required licenses before commencing operations.
2. Use Limitation. Outdoor shooting ranges are prohibited.
3. Minimum Distance from Certain Locations. The use shall be located at least 200 feet from a school, public park or place of worship, measured as a radius from property lines of the limited use.
4. Scale of Use. In the C, CB, REC/RES districts, a gun shop with an indoor firing range shall be developed on a tract or lot with a minimum area of 20,000 square feet.
5. Noise Limitation. Outdoor noise levels shall be maintained at the same noise decibel existing prior to the development of a firing range.

In order to address the Attorney General's concerns, Staff is recommending that the "Gun Shop" land use be eliminated which will entail removing it from Table 2.201, deleting the corresponding Limited Use standards, and deleting the definition. By eliminating the land use specific to gun shops, in the future all retail gun sales will be classified as "Retail – Commercial" or "Retail – Big Box." The difference between those two land uses is the scale of the use. In order to be classified as "Retail – Big Box" the business must have a footprint of 20,000 square feet or greater.

Current Situation – Gun Shop, Continued

"Retail – Commercial" is permitted by right in the following districts:

Residential, Single-Family, Historic (R-3) location standards apply; Urban Neighborhood (UN) location standards apply; Neighborhood Services (NS); Traditional Neighborhood (TN); Commercial (C); Central Business (CB); Resort/Recreation (RES/REC); Light Industrial (LI); and Heavy Industrial (HI).

"Retail – Big Box" is a Limited Use in the following districts:

Traditional Neighborhood (TN); Commercial (C); Resort/Recreation (RES/REC); Light Industrial (LI); and Heavy Industrial (HI).

In order to operate in those zoning districts, the following standards must be met:

1. Scale of Use. The gross interior floor area of the use shall not exceed 250,000 square feet, and outside areas used for outdoor merchandise display or storage shall not exceed 30 percent of the gross interior floor area.
2. Hours of Operation near Residential. When abutting or within 200 feet of a residential use or zoning district boundary, measured as a radius from property lines of the limited use, the use shall not have any outdoor sales or loading or delivery activities between the hours of 10:00 PM and 7:00 AM.
3. Truck Access. The use shall be located such that associated truck traffic can access a collector or arterial roadway without traveling on a public rights-of-way adjacent to any residential property, school, public park, recreational area, or facility.
4. Outdoor Surfaces. All outdoor areas used for merchandise display and storage shall have an improved hard surface.
5. Minimum Setback.
    a. Loading and Service Areas: 25 feet from any residential property line or zoning district boundary.
    b. Outdoor Merchandise Display/Sales and Other Outdoor Storage: 25 feet from any residential property line or zoning district boundary.
6. Location of Loading Bays. Loading bays shall be located on the side or rear of the site, oriented away from abutting public street right-of-ways, unless a residential use abuts the site to the side or rear.
7. Noise Limitation. All outdoor activities shall comply with City noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines, and shall not be operated before 8:00 AM or after 9:00 PM except to provide emergency notifications.
8. Residential Screening. When the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common side and rear property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier,

and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.

9. Materials Management. Appropriate measures shall be taken to contain, cover, or otherwise secure materials stored outdoors that are likely to generate wind-blown dust or debris that may affect adjacent properties.
10. No Nuisance Created. The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

Shooting ranges are included in several land uses including "Gun Shop," "Commercial Amusement, Indoor," "Commercial Amusement, Outdoor," and "Recreation Outdoor". In certain zoning districts, the "Commercial Amusement, Indoor" land use includes a Limited Standard that limits the hours of operation:

1. Hours of Operation near Residential. The use, if within 200 feet of the property line of a residential use, a mixed-use development that includes residential use, or a residential zoning district boundary, measured as a radius from property lines of the limited use, shall not operate between the hours of 12:00 AM and 8:00 AM.

Additionally, in certain zoning districts, the "Commercial Amusement, Outdoor" and "Recreation Outdoor" land uses prohibit outdoor shooting ranges.

In response to the Attorney General's concerns, Staff is proposing to eliminate shooting ranges from the "Commercial Amusement" land uses by deleting references to shooting ranges in the definitions; delete the reference in "Recreation Outdoor"; and establish "Shooting Ranges" as a new and unlisted land use.

The new land use of "Shooting Ranges" is proposed to be permitted by right in the Commercial (C); Central Business (CB); Resort/Recreation (RES/REC); Light Industrial (LI); and Heavy Industrial (HI) zoning districts.

Classification of New and Unlisted Uses

Per Section 13.203: Discretionary Approval and Designations of the Land Development Regulations:

Any proposed use that is not explicitly classified as a permitted, specific, temporary, or prohibited use shall be reviewed and considered by the City Council for classification. The City Council may either choose to interpret the proposed use as an existing classified use, or adopt it as a new use and designate it as a permitted, specific, temporary, or prohibited use based on the base and/or overlay zoning district(s).

Criteria for Text Amendments

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

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

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

Consideration for Text Amendments

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

Purposes: Text amendment proposals shall serve the following purposes:

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

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

1. The Comprehensive Plan and related plans;

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

Other Reviews

The Planning Commission reviewed on January 7, 2020 and voted to recommend approval. The vote was four in favor and three abstentions.

Staff Recommendation

Staff recommends approval of the request as submitted.

Respectfully Submitted,

Catherine Gorman, AICP
Assistant Director/HPO

1/8/2020
Date

KEN PAXTON
ATTORNEY GENERAL OF TEXAS

CITY SECRETARY'S OFFICE
RECEIVED
DEC 23 2019
CITY OF GALVESTON

December 17, 2019

Mayor James D. Yarbrough
Councilwoman Amy Carmen Bly
Councilman Craig Brown
Councilman David Collins
Councilman Jason Hardcastle
Councilman John Paul Listowski
Councilwoman Jackie Cole
Donald Glywasky, City Attorney
City of Galveston
P.O. Box 779
Galveston, Texas 77553

Re: Galveston ordinances that violate section 229 of the Texas Local Government Code

Dear Mayor James D. Yarbrough, Councilwoman Amy Carmen Bly, Councilman Craig Brown, Councilman David Collins, Councilman Jason Hardcastle, Councilman John Paul Listowski, Councilwoman Jackie Cole, and Mr. Donald Glywasky:

Texas law prohibits local governments from adopting "regulations relating to" transfer, possession, ownership, storage, or transportation of firearms and ammunition. Tex. Loc. Gov't Code § 229.001(a)(1). Texas law likewise prohibits municipal regulation of "commerce in firearms" as well as ammunition. *Id.* at § 229.001(a)(2).

Finally, Texas law prohibits local regulation of "the discharge of a firearm or air gun at a sport shooting range." *Id.* at § 229.001(a)(3). Cities such as Galveston are banned from limiting shooting range hours—let alone prohibiting them altogether—unless they are able to be open at least as much as certain bars. *Id.* at § 229.001(b)(8).

Furthermore, the Office of the Attorney General's Opinions Committee recently interpreted this law and concluded that Texas law "prohibits municipal regulations relating to the transfer of firearms and firearm ammunition." Tex. Att'y Gen. Op. No. KP-0252 (2019) at 2. It identified regulations like Galveston's as prohibited under Texas law. *Id.* at 2, 4 ("Similarly, an ordinance singling out firearm and ammunition sales relates to the transfer of firearms and is therefore prohibited.").

Despite that legal opinion and state law, Galveston *still* prohibits all "gun shops" from locating within 200 feet from schools, public parks, or places of worship. Galveston, Tex., Code of Ordinances Land Development Regulations, art. 2, § 2.330(A)(3) (2018) (see attached). In

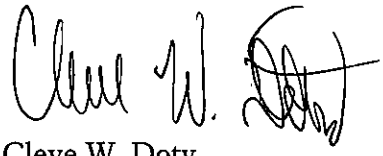
addition, the City of Galveston enacted noise limitations that appear to prohibit the development of any firing ranges at all. *Id.* at § 2.330(A)(5) (requiring all new gun ranges—but only gun ranges—to keep the precise decibel level of the previously-existing usage).[1]

Yet Texas law forbids such regulations.[2] Tex. Loc. Gov't Code § 229.001. As a result, the municipality lacked any authority to pass these ordinances and acted beyond its authority. The Attorney General may bring a lawsuit to enforce section 229 of the Local Government Code on behalf of the State of Texas. Tex. Loc. Gov't Code § 229.001(f).

As you may be aware, the Texas Legislature recently amended section 229 of the Local Government Code, effective on September 1, 2019. Under the new version of the law, the Legislature authorized the Attorney General to recover attorneys' fees, investigative costs, witness fees, and deposition costs from local governments. Tex. Local Gov't Code § 229.001(f) (authorizing our office to bring an action and recover court costs, reasonable attorney's fees, investigative costs, witness fees, and deposition costs).[3]

Texas law prohibits the regulations that the City of Galveston enacted that regulate the transfer and discharge of firearms at shooting ranges. The Office of the Attorney General demands that the City repeal these regulations and any like them immediately. Rather than file litigation now, we are confident that the City of Galveston intends to comply with Texas law and will rescind regulations that are in apparent violation of Texas law. Thus, we are giving the Galveston City Council an opportunity to reconsider these unlawful ordinances before February 1, 2020.

Sincerely,



Cleve W. Doty
Assistant Attorney General
Administrative Law Division
Office of the Attorney General
(512) 463-2100

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[1] It is possible that other Galveston ordinances regulating gun shops and shooting ranges likewise violate Texas statutory law, Texas constitutional law, and federal constitutional law; this letter does not attempt to isolate every possible violation when it is apparent that numerous aspects of Galveston's regulations violate a Texas statute.

[2] Texas constitutional law *and* federal constitutional law may likewise prohibit these regulations. *See, e.g.*, *McDonald v. City of Chicago*, 561 U.S. 742 (2010) (striking down a city regulation that regulated handgun ownership and transportation); *Ezell v. City of Chicago*, 846 F.3d 888 (7th Cir. 2017) (striking down local zoning regulations that prohibited gun ranges in ways similar to Galveston's ordinances); *Mance v. Sessions*, 880 F.3d 183 (5th Cir. 2018) (applying a form of strict scrutiny to a gun regulation under a Second-Amendment analysis).

[3] The updated law likewise contains an ongoing ban on ordinances like Galveston's. *See* Tex. Att'y Gen. Op. No. KP-0252 (2019) at 2 n.5 (noting that new version of the law is consistent with the same conclusions in KP-0252).

KEN PAXTON
ATTORNEY GENERAL OF TEXAS

May 24, 2019

The Honorable Donna Campbell, M.D.
Chair, Committee on Veterans Affairs
and Border Security
Texas State Senate
Post Office Box 12068
Austin, Texas 78711-2068

Opinion No. KP-0252

Re: Authority of municipalities to regulate firearm and ammunition sales through zoning and other regulations (RQ-0269-KP)

Dear Senator Campbell:

You ask generally about the authority of a municipality to regulate firearm and ammunition sales through zoning and other regulations.[1] You tell us that "some Texas cities have begun pursuing gun-control measures that regulate firearms and ammunition sales in ways that seem likely to impinge upon the individual freedoms of Texas citizens." Request Letter at 1. You state that the regulations "include prohibitions against everything from sporting goods stores to gun shows within vast portions of some cities." *Id.*

You refer us to Local Government Code subsection 229.001(a)(1), which prohibits a city from regulating "the transfer, private ownership, keeping, transportation, licensing, or registration of firearms, . . . or firearm . . . supplies." TEX. LOC. GOV'T CODE § 229.001(a)(1); Request Letter at 1. You tell us the San Antonio city attorney seems to construe this provision to allow a city to "freely regulate gun sales simply because it is not regulating licensing, registration, or transportation of firearms *as well.*" Request Letter at 1–2 (noting also that the City of San Antonio observed that the City of Galveston adopted such regulations).[2] With this background, you ask three questions. *See id.* at 3–4.

You first ask whether section 229.001 of the Local Government Code preempts a city from enacting regulations that (1) prohibit firearm and ammunition sales within 1,000 feet of any school or church; (2) restrict the location of a business that sells guns or ammunition to the highest-density commercial areas; and (3) prohibit "gun shops" from locating within 200 feet of schools, public

[1]*See* Letter from Honorable Donna Campbell, M.D., Chair, Senate Comm. on Veterans Affairs & Border Sec., to Honorable Ken Paxton, Tex. Att'y Gen. at 1 (Feb. 4, 2019), https://www2.texasattorneygeneral.gov/opinion/requests-for-opinion-rqs ("Request Letter").

[2]You cite to the recording of a meeting on September 26, 2018, of the City of San Antonio's Public Safety Committee. *See id.* at 2, nn.1–5 (citing https://sanantonio.legistar.com/MeetingDetail.aspx?ID=639220&GUID=CA409134-DA36-45E0-ABE3-287F5528E91E&Options=info&Search=public+safety). The City of San Antonio informs us in briefing that it has not adopted any ordinance of the kind you describe. *See* Brief from Edward F. Guzman, Deputy City Att'y at 2 (Mar. 8, 2019) (on file with the Op. Comm.).

parks, or places of worship.[3] *Id.* at 2, 3. Local Government Code subsection 229.001(a)(1) provides that "[n]otwithstanding any other law, . . . a municipality may not adopt regulations relating to: (1) the transfer, private ownership, keeping, transportation, licensing, or registration of firearms, air guns, knives, ammunition, or firearm or air gun supplies." TEX. LOC. GOV'T CODE § 229.001(a)(1). Subsection 229.001(b)(3) creates an exception providing that the prohibition in subsection (a) does not affect a municipality's authority under another law to "regulate the use of property, the location of a business, or uses at a business under the municipality's fire code, zoning ordinance, or land-use regulations as long as the code, ordinance, or regulations are not used to circumvent the intent of Subsection (a)."[4] *Id.* § 229.001(b)(3).

Subsection 229.001(a)(1) prohibits municipal regulations relating to the transfer of firearms and firearm ammunition. *Id.* § 229.001(a)(1). The term "transfer" is commonly understood to include a sale. *See* WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY at 2427 (2002) (defining "transfer" to mean "the conveyance of right, title, or interest in either real or personal property from one person to another by sale, gift, or other process"); *see also* TEX. PENAL CODE § 46.06 (providing for the offense of unlawful transfer of weapons that encompasses the sale, rental, lease, loan, or gift of a handgun). The regulations you describe prohibit or restrict a business or business location solely because the business involves the sale of firearms and ammunition. While subsection 229.001(b)(3) acknowledges a municipality's ongoing authority to regulate the location of businesses generally, a regulation that expressly identifies and prohibits gun stores from operating in a specific area relates to the transfer of firearms and is prohibited by subsection 229.001(a)(1). Similarly, an ordinance singling out firearm and ammunition sales relates to the transfer of firearms and is prohibited.[5]

You next ask whether subsection 229.001(a)(1) prohibits the listed actions only as a whole or as to any one of the listed actions. *See* Request Letter at 4. In addressing your question, we recognize that the goal of statutory construction "is to ascertain and give effect to the Legislature's intent." *Cadena Comercial USA Corp. v. Tex. Alcoholic Beverage Comm'n*, 518 S.W.3d 318, 325 (Tex. 2017). The surest sign of that intent is the plain language of the statute. *See Prairie View A&M Univ. v. Chatha*, 381 S.W.3d 500, 507 (Tex. 2012). The list in subsection 229.001(a)(1)—the "transfer, private ownership, keeping, transportation, licensing, *or* registration of firearms, . . . or firearm . . . supplies"—uses the word "or." TEX. LOC. GOV'T CODE § 229.001(a)(1) (emphasis added). The Legislature typically uses the word "or" as a disjunctive. *See Spradlin v. Jim Walter Homes, Inc.*, 34 S.W.3d 578, 581 (Tex. 2000). "It separates words or phrases in the alternate

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[3]A home-rule municipality's self-governing power is limited to the extent that it is "inconsistent with the Constitution . . . or . . . general laws" of the State. TEX. CONST. art. XI, § 5(a) ("[N]o charter or any ordinance passed under said charter shall contain any provision inconsistent with the Constitution of the State, or of the general laws . . . of this State."). A general law city may not adopt an ordinance, act, or law that is inconsistent with state law. *See* TEX. LOC. GOV'T CODE § 51.012.

[4]Local Government Code chapter 211 authorizes a city to regulate, among other things, "the location and use of buildings, other structures, and land for business, industrial, residential, or other purposes." *Id.* § 211.003(a)(5); *see also id.* § 211.001 (stating that zoning powers "are for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance").

[5]House Bill 3231, currently pending before the Legislature, revises section 229.001 with language that is consistent with this conclusion. *See* Tex. H. B. 3231, 86th Leg., R.S. (2019).

relationship, indicating that either of the separated words or phrases may be employed without the other." *Jones v. State*, 175 S.W.3d 927, 932 (Tex. App.—Dallas 2005, no pet.) (citing *Perez v. State*, 11 S.W.3d 218, 225 (Tex. Crim. App. 2000)). The Legislature's use of the disjunctive here evidences its intent to treat the listed activities in subsection 229.001(a)(1) as separate alternatives. Thus, subsection 229.001(a)(1)'s prohibition encompasses any one (or more) of the listed items. Accordingly, to the extent a municipality regulates the transfer of firearms but not also licensing, registration, or transportation of firearms, it nonetheless violates subsection 229.001(a)(1).

Your last question concerns the consequences to the members of the city council for violating either section 229.001 or the Texas or the U.S. Constitution. *See* Request Letter at 4. Subsection 229.001(f) authorizes the Attorney General to "bring an action in the name of the state to obtain a temporary or permanent injunction against a municipality adopting a regulation in violation of this section." TEX. LOC. GOV'T CODE § 229.001(f). In addition, any plaintiff with standing under the Texas Constitution or the U.S. Constitution could bring an action seeking declaratory or injunctive relief against enforcement of an unconstitutional ordinance. *See* 28 U.S.C. § 2201 (federal declaratory judgments); TEX. CIV. PRAC. & REM. CODE § 37.003 (state declaratory judgments). Individual city council members who voted on a zoning ordinance ultimately found to violate Local Government Code section 229.001 or the Texas or the U.S. Constitution would likely be immune from personal liability.[6] *See Harlow v. Fitzgerald*, 457 U.S. 800, 818–19 (1982) (discussing federal qualified immunity); *Kassen v. Hatley*, 887 S.W.2d 4, 8–12 (Tex. 1994) (discussing state official immunity).

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[6]In considering the issue of qualified immunity, one justice observed:

> To some observers, qualified immunity smacks of unqualified impunity, letting public officials duck consequences for bad behavior—no matter how palpably unreasonable—as long as they were the *first* to behave badly. Merely proving a constitutional deprivation doesn't cut it; plaintiff must cite functionally identical precedent that places the legal question "beyond debate" to "every" reasonable officer. Put differently, it's immaterial that someone acts unconstitutionally if no prior case held such misconduct unlawful.

Zadeh v. Robinson, 902 F.3d 483, 498 (5th Cir. 2018) (Willett, J., concurring).

SUMMARY

Subsection 229.001(a)(1) of the Local Government Code prohibits a municipality from regulating the transfer, private ownership, keeping, transportation, licensing, or registration of firearms, air guns, knives, ammunition, or firearm or air gun supplies. Subsection 229.001(b)(3) excepts from this prohibition a municipality's regulation on the use of property or businesses and the location of businesses as long as the regulation does not circumvent the intent of subsection (a)(1). A regulation that expressly prohibits gun stores from operating in a specific area relates to the transfer of firearms and is prohibited by subsection 229.001(a)(1). Similarly, an ordinance singling out firearm and ammunition sales relates to the transfer of firearms and is therefore prohibited.

A court would likely conclude subsection 229.001(a)(1)'s prohibition encompasses any one or more of the listed items. To the extent a municipality regulates firearm transfers but not also licensing, registration, or transportation of firearms, it acts contrary to subsection 229.001(a)(1).

A violation of section 229.001 may be enforced by the Attorney General. Any plaintiff with standing under the Texas Constitution or the U.S. Constitution could bring an action seeking declaratory or injunctive relief against enforcement of an unconstitutional ordinance. Individual city council members who voted on a zoning provision that is ultimately found to violate section 229.001 or the Texas or the U.S. Constitution would likely be immune from personal liability.

Very truly yours,

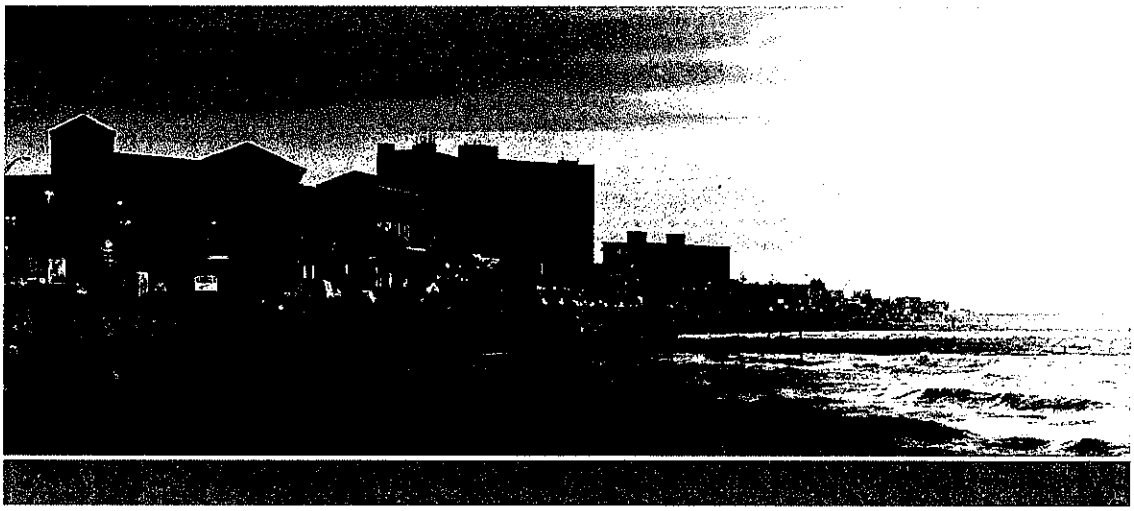
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General

RYAN L. BANGERT
Deputy Attorney General for Legal Counsel

VIRGINIA K. HOELSCHER
Chair, Opinion Committee

CHARLOTTE M. HARPER
Assistant Attorney General, Opinion Committee



LAND DEVELOPMENT REGULATIONS of 2015

City of Galveston, Texas

Updated September 2019

Please Note: As Ordinances are adopted by City Council portions of these regulations may be amended or omitted. It is the responsibility of the book user to obtain the most current information regarding the Land Development Regulations from the Department of Development Services.

3. **Orientation of Service Bays**. Service or repair bays associated with the use shall be oriented away from arterial roadways and any adjacent residential use or residential zoning district boundary.

4. **Outdoor Display**. Outdoor vehicle display shall occur only on paved areas of the site; the displayed vehicles shall not occupy or obstruct required parking spaces.

5. **Elevated Display**. No more than one outdoor elevated display shall be permitted; the elevated display shall raise the golf cart no more than 3 feet off the ground.

6. **Screening**. Except in the CB district, when the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a solid landscaping strip of at least 4 feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.

7. **Sidewalks**. Sidewalks, curbs, and curb cuts shall be provided on all street frontages. All on-site sidewalks shall be a minimum width of five feet.

8. **Property Maintenance**. The property upon which any used car lot is located must be maintained in a neat and orderly manner with no accumulation of inoperable golf carts, tires, gold cart parts, garbage, refuse, or debris on the property.

SEC. 2.330 GUN SHOP

A. **Limited Use Standards.**

1. **Proof of Permitting**. The applicant shall provide proof of application for any permits required by the State of Texas or the Federal Government at the time of application for limited use approval, and shall provide proof of issuance of any required licenses before commencing operations.

2. **Use Limitation**. Outdoor shooting ranges are prohibited.

3. **Minimum Distance from Certain Locations**. The use shall be located at least 200 feet from a school, public park or place of worship, measured as a radius from property lines of the limited use.

4. **Scale of Use.** In the C, CB, REC/RES districts, a gun shop with an indoor firing range shall be developed on a tract or lot with a minimum area of 20,000 square feet.

5. **Noise Limitation.** Outdoor noise levels shall be maintained at the same noise decibel existing prior to the development of a firing range.

SEC. 2.331 HEAVY INDUSTRY

A. **Limited Use Standards.**

1. **Truck Access**. The use shall be located such that associated truck traffic can access a collector or arterial roadway or highway without traveling on a public street rights-of-way adjacent to any residential property, school, public park, recreational area, or facility.

Commercial Land Uses	R-0	R-1	R-2	R-3	MF	UN	NS	TN	C	CB	RES/ REC	LI	HI	Use Standard
Commercial Amusement, Indoor	-	-	-	-	-	L	L	L	L	L	L	L	P	LIMITED
Commercial Amusement, Outdoor	-	-	-	-	-	-	-	L	L	L	L	P	P	LIMITED
Commercial Lodging (Hotel)	-	-	-	-	-	S	-	L	L	P	L	L	P	SUP
Commercial Warehousing and Logistics	-	-	-	-	-	-	-	-	-	-	-	P	P	
Correctional or Rehabilitation Facility	-	-	-	-	-	-	-	-	S	-	-	S	S	SUP
Credit Access Business	-	-	-	-	-	-	-	-	L	-	-	-	-	
Family Care Facility	-	-	-	-	-	-	S	-	S	S	S	P	P	SUP
Fine Arts Instruction	L	L	P	P	P	P	P	P	P	P	P	P	P	LIMITED
Flea Market	-	-	-	-	-	-	-	-	L	L	L	L	L	LIMITED
Golf Carts, Sales and Service	-	-	-	-	-	-	-	-	L	L	L	P	P	LIMITED
~~Gun Shop~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~LIMITED~~
Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental	-	-	-	-	-	-	-	-	-	-	L	L	L	LIMITED
Homeless Shelter	-	-	-	-	-	-	-	-	S	S	S	P	P	SUP
Hospital	-	-	-	-	-	-	-	P	P	P	P	P	-	
Kennel	-	-	-	-	-	-	-	-	L	-	L	L	P	LIMITED
Library	-	-	P	-	P	P	P	P	P	P	P	P	P	
Medical Office / Clinic / Lab	-	-	-	P	P	L	L	P	P	P	P	P	-	LIMITED
Nursery or Greenhouse, Retail	-	-	-	P	-	-	P	-	P	P	P	P	P	
Nursing / Convalescent Home	-	-	S	-	L	L	L	P	P	P	P	P	P	LIMITED/SUP
Office	-	-	-	-	-	L	L	L	P	L	L	L	L	LIMITED
Outdoor Storage	-	-	-	-	-	-	-	-	L	-	L	L	L	Limited

Commercial Land Uses	R-0	R-1	R-2	R-3	MF	UN	NS	TN	C	CB	RES/ REC	LI	HI	Use Standard
Shooting Range	-	-	-	-	-	-	-	-	P	P	P	P	P	
Short Term Rental Residential Dwelling	-	P	P	L	P	P	P	P	P	P	P	-	-	
Small Scale Food And Beverage Production	-	-	-	-	-	L	L	L	P	L	L	P	P	LIMITED
Substance Abuse Facility	-	-	-	-	-	-	-	-	S	S	-	-	-	SUP
Vehicle Wash	-	-	-	-	-	-	-	P	P	P	P	P	P	
Vending Kiosk/ATM	-	-	-	-	L	L	L	L	L	L	L	P	P	LIMITED
Veterinarian, Small Animal	-	-	-	-	-	-	L	P	P	P	P	P	P	
Wholesale	-	-	-	-	-	-	-	-	L	L	P	P	P	LIMITED

Table 2.201

Permitted Uses: Industrial, Public/Private Uses

P = permitted use; L = limited use; S = specific use review; "-" = prohibited use

Zoning Districts

Industrial Land Use	R-0	R-1	R-2	R-3	MF	UN	NS	TN	C	CB	RES/ REC	LI	HI	Use Standard
Automotive Wrecking and Salvage Yard; Junkyard; Recycling Business	-	-	-	-	-	-	-	-	-	-	-	P	P	
Excavation	L	L	L	L	L	L	L	L	L	L	L	L	L	LIMITED
Heavy Industry	-	-	-	-	-	-	-	-	-	-	-	-	L	LIMITED
Light Industry	-	-	-	L	-	-	-	-	-	-	-	L	L	LIMITED
Mining / Extraction	-	-	-	-	-	-	-	-	-	-	-	P	P	
Research and Testing Laboratory	-	-	-	-	-	-	-	-	P	P	P	P	P	
Parking and/or Multimodal Transportation Facility	-	-	-	-	-	-	-	-	L	L	L	P	P	LIMITED
Power Generation	-	-	-	-	-	-	-	-	-	-	-	P	P	
Public Utility Facility, Neighborhood	-	-	P	-	P	P	P	P	P	P	P	P	P	

1. **Accessory Laboratory Activity**. Laboratory activity shall occur only as an accessory use to a principal clinic or medical office use.
2. **Scale of Use**. The floor area of the use shall not exceed 2,500 square feet.
3. **Hours of Operation**. The use shall not operate between the hours of 8:00 PM and 8:00 AM, and shall not provide for overnight stays by those receiving care.
4. **Residential Character in UN District**. In the UN district, if operated within a pre-existing dwelling, the use shall maintain the residential character and appearance of the structure.
5. **Design Standards.** In the UN District, the use must comply with urban design standards established in the UN District.

SEC. 2.318 COMMERCIAL AMUSEMENT, INDOOR

A. **Limited Use Standards.**

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

SEC. 2.319 COMMERCIAL AMUSEMENT, OUTDOOR

A. **Limited Use Standards.**

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

SEC. 2.320 COMMERCIAL LODGING (HOTEL) (ORD. 18-024)

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

4. **Noise Limitation**. All Outdoor Flea Market Operations shall comply with the City's noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines.

SEC 2.329 GOLF CARTS, SALES AND SERVICE

A. **Limited Use Standards.**

1. **Use Limitation in CB Districts**. The use shall be conducted in existing structures only. No outside repair or display/sales of golf carts permitted.
2. **Seawall Frontage.** No new or expanded surface parking permitted for this use on properties with frontage on Seawall Boulevard.
3. **Orientation of Service Bays**. Service or repair bays associated with the use shall be oriented away from arterial roadways and any adjacent residential use or residential zoning district boundary.
4. **Outdoor Display**. Outdoor vehicle display shall occur only on paved areas of the site; the displayed vehicles shall not occupy or obstruct required parking spaces.
5. **Elevated Display**. No more than one outdoor elevated display shall be permitted; the elevated display shall raise the golf cart no more than 3 feet off the ground.
6. **Screening**. Except in the CB district, when the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a solid landscaping strip of at least 4 feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
7. **Sidewalks**. Sidewalks, curbs, and curb cuts shall be provided on all street frontages. All on-site sidewalks shall be a minimum width of five feet.
8. **Property Maintenance**. The property upon which any used car lot is located must be maintained in a neat and orderly manner with no accumulation of inoperable golf carts, tires, gold cart parts, garbage, refuse, or debris on the property.

~~SEC. 2.330 GUN SHOP~~

~~A. **Limited Use Standards.**~~

1. ~~**Proof of Permitting**. The applicant shall provide proof of application for any permits required by the State of Texas or the Federal Government at the time of application for limited use approval, and shall provide proof of issuance of any required licenses before commencing operations.~~
2. ~~**Use Limitation**. Outdoor shooting ranges are prohibited.~~
3. ~~**Minimum Distance from Certain Locations**. The use shall be located at least 200 feet from a school, public park or place of worship, measured as a radius from property lines of the limited use.~~
4. ~~**Scale of Use.** In the C, CB, REC/RES districts, a gun shop with an indoor firing range shall be developed on a tract or lot with a minimum area of 20,000 square feet.~~

~~5. **Noise Limitation.** Outdoor noise levels shall be maintained at the same noise decibel existing prior to the development of a firing range.~~

SEC. 2.~~331~~ 330 HEAVY INDUSTRY

A. **Limited Use Standards.**

1. **Truck Access**. The use shall be located such that associated truck traffic can access a collector or arterial roadway or highway without traveling on a public street rights-of-way adjacent to any residential property, school, public park, recreational area, or facility.
2. **Minimum Distance from Residential**. The use shall be located at least 200 feet from any residential use or residential zoning district boundary, measured as a radius from property lines of the limited use.
3. **Noise Limitation.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.
4. **Use Limitation**. LI uses located in the HI district shall meet Heavy Industry Limited Use Standards.
5. **Commercial Composting**. Commercial composting is prohibited.

SEC. 2.~~332~~ 331 HEAVY VEHICLE, MANUFACTURED HOME SALES, WATERCRAFT, OR AIRCRAFT SALES OR RENTAL

A. **Limited Use Standards.**

1. **Hours of Operation near Residential**. When abutting or within 200 feet of a residential use or zoning district boundary, measured as a radius from property lines of the limited use, the use shall not have any outdoor sales or loading or delivery activities between the hours of 10:00 PM and 7:00 AM.
2. **Truck and Trailer Access**. The use shall be located such that associated truck and trailer traffic can access an arterial roadway without traveling on a public rights-of-way adjacent to any residential property, school, public park, or recreational area.
3. **Minimum Setback**.
   c. Outdoor Display or Sales and Other Outdoor Storage: shall be located 25 feet from any residential property line or zoning district boundary.
   d. Vehicle Wash Facilities: Accessory vehicle wash facilities and their incidental functions, including vacuums and air compressors, shall be set back at least 50 feet from the side or rear property line of any adjacent residential use or residential zoning district boundary.
4. **Orientation of Service Bays**. Any service or repair bays associated with the use shall be oriented away from adjacent, public rights-of-way or any adjacent residential use or residential zoning district boundary.
5. **Outdoor Vehicle Display**. Outdoor vehicle display shall occur only on paved areas of the site, and the displayed vehicles shall not occupy or obstruct required parking spaces.

A. **Limited Use Standards.**

1. **Home-Based Occupation**. The use may also operate as a Home Based Business, subject to the standards in Section 2.325. Home Based Business.
2. **Hours of Operation near Residential**. The use, when abutting a residential use or residential zoning district boundary, shall not receive clients, customers, or other visitors beyond the owner and employees between the hours of 10:00 PM and 8:00 AM.
3. **Scale of Use**. The floor area of the use shall not exceed 2,500 square feet.
4. **Occupancy in UN District**. The use shall not accommodate more than five clients and not more than two non-resident employees on the premises at any one time.

SEC. 2.~~356~~ 355 RECREATION, INDOOR (ORD. 18-037)

A. Limited Use Standards.

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

SEC. 2.~~357~~ 356 RECREATION, OUTDOOR (ORD. 18-037)

A. **Limited Use Standards.**

1. **Use Limitations**. ~~Outdoor shooting ranges for firearms shall not be permitted.~~ Drive-in theaters, golf driving ranges, and go cart tracks shall not be permitted in the CB and UN districts.
2. **Hours of Operation near Residential Use**. The use, if within 200 feet of the property line of a residential use or a mixed-use development that includes residential, measured as a radius from property lines of the limited use, shall not operate between the hours of 10:00 PM and 6:00 AM.
3. **Noise Limitation**. All on-site activities and events shall comply with the City's noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines.

SEC. 2.~~358~~ 357 RECYCLING CENTER

A. **Limited Use Standards.**

1. **Use Limitation**. The use shall involve only sorting and temporary storage of the collected materials prior to transport off site and not any on-site processing.

Child Care Facility, Day Care (Commercial) means a child-care facility that provides care at a location other than the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week.

Child Care Facility, Day Care (Residential) means a facility licensed or certified by the Texas Department of Family and Protective Services that operates for all of the 24-hour day.

Cleaning/Laundry Pick-Up Station means an establishment providing laundering, dry cleaning and/or custom cleaning of garments and other household materials (e.g., curtains, bedspreads) but only for customer drop-off and pick-up of items as the cleaning services are performed off premises.

Cleaning/Laundry-Mat Facility means an establishment providing laundering, dry cleaning and/or custom cleaning of garments and other household materials (e.g., curtains, bedspreads) where the cleaning services are performed on premises, with a pick-up station component for customer drop-off and pick-up of items. Cleaning/Laundry-Mat Facility also means an establishment where facilities are available for customers to complete their own laundering with limited assistance. Also commonly known as a Laundromat or Washateria. In some cases the cleaners and laundry-mat activity may be combined.

Clinic/Medical Lab /Medical Office means office space used by health care professionals for the examination and/or treatment of patients on an outpatient basis, with no overnight stays by patients. A medical office may include a medical lab and/or clinic which is a facility offering diagnostic or pathological testing and analysis of blood, blood fluids, pathological specimens, DNA sampling and analysis, and any other diagnostic test generally recognized in the healthcare industry. The term includes immediate care facilities, where urgent care treatment is the dominant form of care provided at the facility, but does not include a hospital or state-designated trauma center.

College / University / Vo-Tech means a community college, college, university, vocational / technical school, trade school, language school, business school, training center, beauty school, culinary school and comparable advanced or continuing education facilities. The term does not include music schools, fitness centers, sports instruction, swimming instruction or martial arts instruction.

Commercial Amusement, Indoor means uses that provide commercial amusement indoors (except adult uses), including, but not limited to:

1. Bowling alleys and pool rooms;
2. Indoor skating rinks (ice or roller);
3. Indoor velodromes;
4. Internet cafes;
5. Local area network computer gaming centers;
6. Movie theaters and live performance theaters;
7. Museums and aquariums; and
8. ~~Shooting ranges (indoor), which means a building open to the general public wherein the shooting of firearms is allowed for the practice of marksmanship; and~~

~~9.~~8. Video arcades.

~~The phrase does not include indoor shooting ranges that are maintained or operated by a police department or United States military branch and that are not available to the general public.~~ The phrase ~~also~~ does not include a casino, casino hotel, event wagering establishment or similar use.

Commercial Amusement, Outdoor means uses that provide commercial amusement outdoors (except adult uses), including, but not limited to:

1. Amphitheaters or other outdoor concert facilities;
2. Amusement parks or theme parks;
3. Batting cages;
4. Bungee jumping;
5. Drive-in theaters;
6. Fairgrounds or exhibition area;
7. Go cart track;
8. Golf driving ranges;
9. Miniature golf establishments;
10. Para sailing;
11. ~~Shooting ranges (outdoor), which means the use of land for archery~~Archery; ~~and/or the discharging of firearms for the purposes of target practice, skeet and trap shooting, and~~
12. ~~m~~Mock war games; and
13. Water slides.

Commercial Lodging means a place that offers overnight accommodations for short-term rental, including hotels and motels. The phrase also includes hotels that offer convention facilities or meeting rooms. This use does not include the short term rental of residential dwelling units.

Commercial Stable means the stabling, training and feeding of horses, or the provision of riding facilities for the use of anyone other than the resident of the property. Equestrian trails that are constructed as part of the common open space of a subdivision and intended for the exclusive use of residents of the subdivision are not commercial stables.

Commercial Warehousing and Logistics means indoor warehousing, distribution or logistics facilities; retail distribution centers; order fulfillment centers; and moving and storage services (including full-service moving and storage and indoor storage of shipping containers). The term does not include “self storage”; “wholesale”; or warehousing and distribution that are accessory to a light industrial or heavy industrial facility, nor parcel service drop-off locations that are not accessory to a parcel service processing facility.

Community Garden means a private or public area of land that is used for the noncommercial cultivation of fruits, herbs, flowers, vegetables or ornamental plants by more than one person or family.

Condominium means three or more dwelling units in a multiunit building, that is separately owned and may be combined with an undivided interest in the common areas and facilities of the property.

Correctional or Rehabilitation Facility means a probation or parole office or a residential facility that:

1. Is operated by an agency of the state, a political subdivision of the state, or a private vendor operating under a contract with an agency of the State or a political subdivision of the State; and
2. Houses persons convicted of misdemeanors or felonies or children found to have engaged in delinquent conduct, regardless of whether the persons are housed in the residential facility:
    a. While serving a sentence of confinement following conviction of an offense;
    b. As a condition of probation, parole or mandatory supervision; or

~~**Gun Shop** means any premise or portion thereof used principally for the sale of firearms, ammunition and/or ammunition components, or hunting-related shooting equipment. The term does not include a department or specialty sales area that occupies less than half the floor area of a sporting goods or general merchandise store.~~

Heavy Industry means:

1. Primary processing or manufacturing or repair operations not specifically defined elsewhere in this Section, which involve:
    a. An outside storage area that is larger than the area of the first floor of buildings on the same lot;
    b. A material risk of environmental contamination, explosion or fire;
    c. Perceptible ground vibration;
    d. Excessive noise or dust;
    e. Emission of objectionable odors; or
    f. More than 12 trips by semi-trailer trucks per day; or
2. Processing of minerals (except precious and semi-precious stone cutting for jewelry or precision instruments such as lasers or watches), ores or fossil fuels; or
3. Industries that are required to undergo New Source Review under the Federal Clean Air Act, or are subject to construction or operation permits pursuant to the Texas Clean Air Act (Tex. Health and Safety Code Ch. 3842) or Title V of the Federal Clean Air Act.
4. For illustrative purposes, heavy industrial uses include, but are not limited to:
    a. Coal cleaning plants with thermal dryers; coke oven batteries; carbon black plants (furnace process); petroleum refineries; petroleum storage and transfer units (except retail gasoline stations); and bulk fuel dealers;
    b. Facilities used in the primary or secondary production of metals (e.g., primary zinc, copper or lead smelters; primary aluminum ore reduction plants; iron and steel mills; sintering plants; secondary metal production plants; and blacksmith shops);
    c. Portland cement plants;
    d. Sawmills and pulp mills;
    e. Incinerators with the capacity to charge more than 250 tons of refuse per day;
    f. Lime plants; phosphate rock processing plants; sulfur recovery plants; and hydrofluoric, sulfuric or nitric acid plants;
    g. Fossil fuel combustion (boilers or electricity generation) totaling more than 250 million BTUs per hour of heat input;
    h. Fabrication of building materials such as countertops, drywall and cut stone;
    i. Fabrication of vehicles, manufacturing equipment, durable goods or pre-fabricated homes or home components;
    j. Auto or marine body, paint or upholstery shops;
    k. Drycleaner processing plants that use PERC (the chemical solvent Perchloroethylene, an alternate name for Tetrachloroethylene, that is also commonly referred to as “dry-cleaning fluid”) or comparable petrochemical solvents;
    l. Meat or seafood processing plants;
    m. Manufacture of glass products (e.g., window panes, bottles and jars), except hand-blown products;
    n. Manufacture of plastic products (except assembly of parts that are manufactured elsewhere);
    o. Plasma arc welding, cutting, gouging, surfacing or spraying; gas welding (but not brazing); arc welding with equipment that is rated at more than 200 amps; TIG

Shooting Range means a facility open to the general public wherein the discharging of firearms is allowed for the practice of skill in shooting, target practice, and/or skeet and trap shooting. The term does not include shooting ranges that are maintained or operated by a police department or United States military branch and that are not available to the general public.

Short Term Rentals means the use of a residential dwelling unit or accessory building on a temporary or transient basis. A short term rental shall include a residential dwelling unit or accessory building used as a short term vacation rental, for any period less than 30 consecutive days.

Single-Family Detached means dwelling units that are:

1. Located in an individual building that is constructed on:
   a. An individual lot; or
2. Separated from other dwelling units by outside walls; and
3. Designed for use by a single housekeeping unit.

Small Scale Food And Beverage Production means an enterprise that conducts the production of prepared food and/or beverages for local or regional wholesale distribution. Such uses include, but are not limited to, wholesale bakeries, commercial kitchens, and specialty food and/or beverage processing or packaging shops, but excludes meat or seafood processing plants.

Stealth Technology means a system, components, and materials used in the construction of Wireless Telecommunication Facilities which minimize adverse aesthetic and visual impacts to surrounding properties. This includes, but is not limited to, artificial tree, clock tower, bell steeple, light pole, and similar alternative-design mounting structures that camouflages or conceals the presence of communications antennas, monopoles, towers, and other facilities.

Subordinate means a use or structure that is less significant than the principal use or structure on the same lot, including but not limited to, floor area, building height, the economic importance of the use, the number of customers/visitors, and which serves a principal building or use.

Substance Abuse Facility means a facility that provides 24-hour residential care or less than 24-hour day care for individuals rehabilitating from drug or alcohol abuse or addiction. The term does not include a “correctional or rehabilitation facility” or halfway houses for prison parolees or juveniles.

Towing Service means a tract of land devoted on a continuing basis to the temporary storing of motor vehicles which have been impounded upon the authority of a law enforcement officer, or motor vehicles which have been removed from private property at the request of the owner or other person in charge of such private property. A towing service facility may provide automobile service as an accessory use.

Townhouse means a single-family dwelling unit constructed in a group of three or more attached units on its own lot in which each unit extends from the foundation to roof with open space on at least two sides.

Traditional Neighborhood Development ("TND") means a predominately residential neighborhood that consists of a variety of residential lot sizes and more than one type of housing, along with neighborhood supportive nonresidential development, designed so that internal streets tend to give equal or greater emphasis to pedestrian circulation compared to motorized vehicles.

Vehicle Wash means any area or business using self-service, in-bay automatic, or conveyor equipment for cleaning and washing motor vehicles, whether as a part of another business operation (e.g., as an accessory use to light automobile service/fueling station or vehicle sales,

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS, ARTICLE 9: "LANDSCAPING", TO ADD DIVISION 9.600, "PALM PRESERVATION", TO PROVIDE FOR THE PROTECTION OF CERTAIN PALM SPECIES; PLANNING CASE NUMBER 19ZA-006; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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

WHEREAS, the Galveston Tree Committee was directed to develop a proposal for the protection of certain and specific palm species; and,

WHEREAS, per Section 13.700 of the Galveston Land Development regulations, and as presented in the Staff Report, attached and incorporated herein **as Exhibit 1,** the requested amendment is in accordance with the criteria for text amendments; and,

WHEREAS, text amendments shall serve the purposes of:

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

WHEREAS, Staff, recommends approval of the text amendment to Article 9, "Landscaping" of the Galveston Land Development Regulations to provide for the protection of certain palm species; and,

WHEREAS the Planning Commission, at its regular meeting of January 7, 2020, voted to recommend approval of the text amendment; and,

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public's interest to approve the text amendment to Article 9 "Landscaping" by adding Division 9.600, "Palm Preservation", to provide for the protection of certain palm species.

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

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

SECTION 2. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations Article 9 "Landscaping" by adding Division 9.600, "Palm Preservation", as substantially provided in Exhibit 1, to read and provide as follows:

DIVISION 9.600 PALM PRESERVATION

SEC 9.601 PROTECTION OF EXISTING SIGNIFICANT PALMS

A. Generally. Sites shall be designed to preserve existing palms and palm stands that are considered "significant" as provided in this Section. Palms contribute to Galveston's appearance as a sub-tropical island, support the tourism industry, and are storm resistant. Mature palms may be of monetary value and can be easily transplanted.

For the purposes of this Division:

1. A palm is defined as any of a family (Palmae synonym Arecaceae) of mostly tropical or subtropical monocotyledonous palms, shrubs, or vines with usually a simple stem and a terminal crown of large pinnate or fan-shaped leaves.

2. Palm height shall be measured from ground level to the base of the growth point.

3. A significant palm shall be considered the following:

   a. Date Palms:

      1. Canary Island Date Palm (Phoenix canariensis) at 8 feet in height;

      2. Phoenix Date Palm (Phoenix dactylifera sylvestri (canariensis)), not including Pygmy Date Palm (Phoenix Roebelenii), at 10 feet in height;

   b. Pindo Palm (Butia capitata) at 5 feet in height;

   c. Sabal Palm (Sabal Mexicana) at 8 feet in height;

   d. Washingtonia Palm (Washingtonia filifera) at 15 feet in height;

   e. Washingtonia Palm (Washingtonia Robusta and crosses) at 20 feet in height;

   f. Blue Hesper (Brahea Armata) at 8 feet in height:

g. Chinese Fan (Livistona Chinensis) at 8 feet in height; and,

h. Bismark (Bisjmarkia Nobilis) at 8 feet in height.

4. A significant palm stand is a group of palms that cover a total of at least 10,000 square feet of ground area, regardless of the height of the palms or the shape of the stand.

B. Removal of Significant Palms and Stands of Palms. The City Manager or City Arborist, if applicable, may approve the removal of a significant palm or palm stand if it is demonstrated that the following are being met. It is highly encouraged that, in the case that palm removal is approved, the applicant consider transplanting the palms within the site or providing the palms to an interested third party for transplantation.

1. No reasonable alternative site design at the same development intensity could be approved that:

   a. Would preserve the palm(s);

   b. If large-scale preservation is not possible, would preserve the largest of the palms; or

   c. If protection of the largest palm(s) is not possible, would preserve a greater number of palms than the proposed development design.

2. It is located within 10 feet of an approved building footprint of new construction or addition;

3. It is located within 6 feet of a utility easement and would interfere with the use of the easement as determined by the City Engineer;

4. It is located within 8 feet of an approved outdoor recreation area that by its nature requires the removal of the palms, such as ball fields;

5. It is ordered removed by the City Manager for other emergency reasons;

6. It is being grown and removed for agricultural purposes; or

7. It is certified to the City by an International Society of Arboriculture Certified Arborist, degreed Forester, or determined by the Director of Development Services as having one or more of the following conditions:

   a. Unhealthy or structurally unsound;

   b. Damaged by natural causes beyond the point of recovery;

   c. Diseased beyond the point of recovery;

   d. Poses a threat to the public and must be removed as a safety measure; or

   e. No longer living.

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

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

E. **Permit Required.** A permit shall be obtained by the property owner prior to authorizing or subjecting a significant palm to removal.

SEC. 9.602 PALM REPLACEMENT

A. **Generally.** The removal of significant palms or palm stands must be mitigated. All requests for the removal of significant palms or palm stands shall be accompanied by a palm mitigation plan. Mitigation shall be achieved by the planting of the same amount of trunk feet removed, payment to the mitigation fund, or combination thereof.

B. **Palm Replacement Required.** Significant palms or palm stands that are approved for removal shall be replaced based on one foot of trunk height planted for one foot of trunk height removed. All replacement shall occur on the property on which the removal occurred. Replanting plan to be reviewed and approved by the City Arborist. All new palm species shall be from among palm species on the "Cold Hardy Palms for Galveston County of the Texas Upper Gulf Coast" list published by the Texas A&M System AgriLife Extension Service.

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

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

1. $125 per foot of palm removed.

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

E. **Exempted Palms.** Palms that are being grown and removed for agricultural purposes; or palms that are certified to the City by an International Society of Arboriculture Certified Arborist, degreed Forester, or determined by the Development Services Director as having one or more of the following conditions are exempted from the replacement requirements of this section:

a. Unhealthy or structurally unsound;

b. Damaged by natural causes beyond the point of recovery;

c. Diseased beyond the point of recovery;

d. Poses a threat to the public and must be removed as a safety measure; or

e. No longer living.

SEC. 9.603 PALM PLANTING AND MAINTENANCE

A. Recommended Maintenance Best Practices.

1. Trimming is recommended to remove dead or dying fronds in order to prevent breakage, eliminate nesting places for pests, and reduce fire and visual hazards.

2. In order to avoid seeding, trimming should occur between June and July.

3. In order to prevent the spread of disease, including Fusarium wilt, all tools should be cleaned and disinfected between trimming each palm by one of the following methods:

Material*	**% Solution**	**Minimum Soaking Time**
Household Bleach	25% (1 part bleach + 3 parts water)	5 minutes
Pine oil cleaner	25% (1 part bleach + 3 parts water)	5 minutes
Rubbing alcohol (70% isopropyl	25% (1 part bleach + 3 parts water)	5 minutes
Denatured ethanol (95%)	25% (1 part bleach + 3 parts water)	5 minutes
*the above materials were shown to be effective is eliminating fungus from the wood dust or palm sap trapped on pruning tools (Simone 1998). It is suggested that the solution be replaced after 10 palms or every 2 hours. Rinse the tool with fresh water after soaking. Other potential disinfectants include trisodium phosphate or quaternary ammonium salts. The latter is recommended at a 5% solution, soaking for five minutes (Smith, Smith, and Clements 2003). Information courtesy of the University of Florida FAS Extension Service		

4. Remove only those fronds that are brown and pointing down. Do not remove green fronds, doing so may cause the palm stress. Leave as many green fronds as you possibly can on the palm. Palms need many green fronds to produce a steady food supply so that the plant can grow. A palm cannot stay healthy and build reserves without a considerable number of green fronds.

SEC. 9.604 OFFENSE

A. It is a violation of this section to perform activities that may result in the decline in health and/or death of a significant palm, including but not limited to excessive pruning of fronds and destruction of the trunk.

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

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

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

SECTION 6. This Ordinance shall be and become effective January 23, 2020, 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 January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council
of the City of Galveston

City Council
Development Services Department
City of Galveston
January 23, 2020

19ZA-006 STAFF REPORT

APPLICANT:
City of Galveston

REQUEST:
Text Amendment

APPLICABLE ZONING LAND USE REGULATIONS:
Article 9 Landscaping

PROPOSED TEXT AMENDMENT:
Include a new section in Article 9 to provide protection for palms

EXHIBITS:
A – Text Amendment – August 2, 2019 Version
B – Text Amendment – Current Draft
C – Examples of Palms

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

Background:

In 2017, City Council directed the Tree Committee to develop a proposal for protecting palms. Palms are not including in the existing protections for trees due to the fact that palms are technically classified as a grass. The Tree Committee presented a proposal in the Summer of 2018. At that time, City Council directed the Tree Committee to develop a new proposal focusing on protecting only certain palm species.

On August 6, 2019, the Planning Commission reviewed the Tree Committee's proposal and voted unanimously to recommend approval. Before the proposal was reviewed by the City Council, the Tree Committee received public comment that it wanted to address. The current proposal includes additional species for protections and modified heights. Attachment A includes the previous proposal. Attachment B includes the current proposal with the items that have changed highlighted in yellow.

On January 7, 2020, the Planning Commission reviewed again and made some additional recommended changes. Those changes are highlighted in green and include to:

1. Clarify that a permit is required to remove a significant palm;
2. Remove references to trees; and
3. Clarify that it is a violation to perform activities to significant palms that results in a decline in health or death.

Executive Summary:
At the June 25, 2019 meeting, the Tree Committee voted to recommend the following:

1. Include protection for palms as a new division in Article 9: Landscaping. The previous proposal included palms in Division 9.500: Tree Protection. The establishment of a new division will clearly differentiate palm protections from tree protections;
2. Identifies the five species that will protected (see Attachment B for examples) and provides the heights each palm species must be to be considered "significant" and to have protection from removal;
3. Provides standards for removal, replacement, and mitigation; and
4. Provides best practices for planting and maintenance.

At the October 29, 2019 meeting, the Tree Committee further voted to recommend the following:

1. Addition palm species for protection; and
2. Modification of some heights at which to consider palms "Significant."

Criteria for Text Amendments

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

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

1. The proposed amendment will help to implement the adopted City of Galveston 2011 Comprehensive Plan or if it involves a topic that is not addressed or not fully developed in the City of Galveston 2011 Comprehensive Plan, the proposed amendment will not impair the implementation of the adopted City of Galveston 2011 Comprehensive Plan and other adopted special-area and special-topic plans when compared to the existing regulations.

2. The proposed amendment is consistent with the stated purposes of these regulations.

3. The proposed amendment will maintain or advance the public health, safety, or general welfare.

4. The proposed amendment will help to mitigate adverse impacts of the use and development of land on the natural or built environment, including, but not limited to mobility, air quality, water quality, noise levels, storm water management, wildlife protection, and vegetation or will be neutral with respect to these issues.

5. The proposed amendment will advance the strategic objectives of the City Council such as fiscal responsibility, efficient use of infrastructure, public services, and other articulated City objectives.

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

Purposes: Text amendment proposals shall serve the following purposes:

1. Advancing the goals, objectives and policies of the City's Comprehensive Plan and other adopted special-area and special-topic plans;

2. Securing adequate light, air, convenience of access, and safety from fire, flood and other danger;

3. Lessening or avoiding congestion in public ways; Promoting the public health, safety, comfort, morals, convenience and general welfare; and Otherwise accomplishing the purposes of Texas Local Government Code Chapter 211, Municipal Zoning Authority.

Consideration for Text Amendments

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

1. The Comprehensive Plan and related plans;

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

Other Reviews

The Tree Committee reviewed at their October 29, 2019 meeting and voted to recommend approval. The vote was five in favor and one in opposition. The Planning Commission reviewed at their January 7, 2020 and unanimously voted to recommend approval.

Staff Recommendation

Staff recommends approval of the request as submitted in Attachment B.

Respectfully Submitted,

Catherine Gorman, AICP
Assistant Director/HPO

1/8/2020
Date

Division 9.600 Palm Preservation

SEC. 9.601 PROTECTION OF EXISTING SIGNIFICANT PALMS

A. Generally. Sites shall be designed to preserve existing palms and palm stands that are considered "significant" as provided in this Section. Palms contribute to Galveston's appearance as a sub-tropical island, support the tourism industry, and are storm resistant. Mature palms may be of monetary value and can be easily transplanted.

For the purposes of this Division:

1. A palm is defined as any of a family (Palmae synonym Arecaceae) of mostly tropical or subtropical monocotyledonous palms, shrubs, or vines with usually a simple stem and a terminal crown of large pinnate or fan-shaped leaves.
2. Palm height shall be measured from ground level to the base of the growth point.
3. A significant palm shall be considered the following:
    a. Phoenix Date Palm (Phoenix dactylifera sylvestri (canariensis)), not including Robleini, at 10 feet in height;
    b. Pindo Palm (Butia capitate) at 10 feet in height;
    c. Sabal Palm (Sabal Mexicana) at 14 feet in height;
    d. Washingtonia Palm (Washingtonia filifera) at 25 feet in height; and
    e. Washingtonia Palm (Washingtonia Robusta and crosses) at 30 feet in height.

3. A significant palm stand is a group of palms that cover a total of at least 10,000 square feet of ground area.

B. Removal of Significant Palms and Stands of Palms. The City Manager or City Arborist, if applicable, may approve the removal of a significant palm or palm stand if it is demonstrated that the following are being met. It is highly encouraged that, in the case that palm removal is approved, the applicant consider transplanting the palms within the site or providing the palms to an interested third party for transplantation.

1. No reasonable alternative site design at the same development intensity could be approved that:

    a. Would preserve the palm(s);

    b. If large-scale preservation is not possible, would preserve the largest of the palms; or

    c. If protection of the largest palm(s) is not possible, would preserve a greater number of palms than the proposed development design.

2. It is located within 10 feet of an approved building footprint of new construction or addition;

3. It is located within 6 feet of a utility easement and would interfere with the use of the easement as determined by the City Engineer;

4. It is located within 8 feet of an approved outdoor recreation area that by its nature requires the removal of the palms, such as ball fields;

5. It is ordered removed by the City Manager for other emergency reasons;

6. It is being grown and removed for agricultural purposes; or

7. It is certified to the City by an International Society of Arboriculture Certified Arborist, degreed Forester, or determined by the Director of Development Services as having one or more of the following conditions:

a. Unhealthy or structurally unsound;

b. Damaged by natural causes beyond the point of recovery;

c. Diseased beyond the point of recovery;

d. Poses a threat to the public and must be removed as a safety measure; or

e. No longer living.

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

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

SEC. 9.502 PALM REPLACEMENT

A. Generally. The removal of significant palms or palm stands must be mitigated. All requests for the removal of significant palms or palm stands shall be accompanied by a palm mitigation plan. Mitigation shall be achieved by the planting of the same amount of trunk feet removed, payment to the mitigation fund, or combination thereof.

B. Palm Replacement Required. Significant palms or palm stands that are approved for removal shall be replaced based on one foot of trunk height planted for one foot of trunk height removed. All replacement shall occur on the property on which the removal occurred. Replanting plan to be reviewed and approved by the City Arborist. All new palm species shall be from among palm species on the "Cold Hardy Palms for Galveston County of the Texas Upper Gulf Coast" list published by the Texas A&M System AgriLife Extension Service.

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

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

1. $125 per foot of palm removed.

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

E. Exempted Palms. Palms that are being grown and removed for agricultural purposes; or palms that are certified to the City by an International Society of Arboriculture Certified Arborist, degreed Forester, or determined by the Development Services Director as having one or more of the following conditions are exempted from the palm replacement requirements of this section:

a. Unhealthy or structurally unsound;

b. Damaged by natural causes beyond the point of recovery;

c. Diseased beyond the point of recovery;

d. Poses a threat to the public and must be removed as a safety measure; or

e. No longer living.

SEC. 9.503 PALM PLANTING AND MAINTENANCE

A. Recommended Maintenance Best Practices.

1. Trimming is recommended to remove dead or dying fronds in order to prevent breakage, eliminate nesting places for pests, and reduce fire and visual hazards.
2. In order to avoid seeding, trimming should occur between June and July.
3. In order to prevent the spread of disease, including Fusarium wilt, all tools should be cleaned and disinfected between trimming each palm by one of the following methods:

Material*	% Solution	Minimum Soaking Time
Household bleach	25% (1 part bleach + 3 parts water)	5 minutes
Pine oil cleaner	25% (1 part cleaner + 3 parts water)	5 minutes
Rubbing alcohol (70% isopropyl)	50% (1 part alcohol + 1 part water)	5 minutes
Denatured ethanol (95%)	50% (1 part ethanol + 1 part water)	5 minutes
*the above materials were shown to be effective is eliminating fungus from the wood dust or palm sap trapped on pruning tools (Simone 1998). It is suggested that the solution be replaced after 10 trees or every 2 hours. Rinse the tool with fresh water after soaking. Other potential disinfectants include trisodium phosphate or quaternary ammonium salts. The latter is recommended at a 5% solution, soaking for five minutes (Smith, Smith, and Clements 2003). Information courtesy of the University of Florida FAS Extension Service.		

4. Remove only those fronds that are brown and pointing down. Do not remove green fronds, doing so may cause the palm stress. Leave as many green fronds as you possibly can on the palm. Palms need many green fronds to produce a steady food supply so that the plant can grow. A palm cannot stay healthy and build reserves without a considerable number of green fronds.

Division 9.600 Palm Preservation

SEC. 9.6 01 PROTECTION OF EXISTING SIGNIFICANT PALMS

A. Generally. Sites shall be designed to preserve existing palms and palm stands that are considered "significant" as provided in this Section. Palms contribute to Galveston's appearance as a sub-tropical island, support the tourism industry, and are storm resistant. Mature palms may be of monetary value and can be easily transplanted.

For the purposes of this Division:

1. A palm is defined as any of a family (Palmae synonym Arecaceae) of mostly tropical or subtropical monocotyledonous palms, shrubs, or vines with usually a simple stem and a terminal crown of large pinnate or fan-shaped leaves.
2. Palm height shall be measured from ground level to the base of the growth point.
3. A significant palm shall be considered the following:
    a. Date Palms:
        1. Canary Island Date Palm (Phoenix canariensis) at 8 feet in height;
        2. Phoenix Date Palm (Phoenix dactylifera sylvestri (canariensis)), not including Pygmy Date Palm (Phoenix roebelenii), at 10 feet in height;
    b. Pindo Palm (Butia capitata) at 5 feet in height;
    c. Sabal Palm (Sabal mexicana) at 8 feet in height;
    d. Washingtonia Palm (Washingtonia filifera) at 15 feet in height;
    e. Washingtonia Palm (Washingtonia robusta and crosses) at 20 feet in height;
    f. Blue Hesper (Brahea armata) at 8 feet in height;
    g. Chinese fan (Livistona chinensis) at 8 feet in height; and
    h. Bismarck (Bismarkia nobilis) at 8 feet in height.
4. A significant palm stand is a group of palms that cover a total of at least 10,000 square feet of ground area, regardless of the height of the palms or the shape of the stand.

B. Removal of Significant Palms and Stands of Palms. The City Manager or City Arborist, if applicable, may approve the removal of a significant palm or palm stand if it is demonstrated that the following are being met. It is highly encouraged that, in the case that palm removal is approved, the applicant consider transplanting the palms within the site or providing the palms to an interested third party for transplantation.

1. No reasonable alternative site design at the same development intensity could be approved that:

    a. Would preserve the palm(s);

    b. If large-scale preservation is not possible, would preserve the largest of the palms; or

    c. If protection of the largest palm(s) is not possible, would preserve a greater number of palms than the proposed development design.

2. It is located within 10 feet of an approved building footprint of new construction or addition;

3. It is located within 6 feet of a utility easement and would interfere with the use of the easement as determined by the City Engineer;

4. It is located within 8 feet of an approved outdoor recreation area that by its nature requires the removal of the palms, such as ball fields;

5. It is ordered removed by the City Manager for other emergency reasons;

6. It is being grown and removed for agricultural purposes; or

7. It is certified to the City by an International Society of Arboriculture Certified Arborist, degreed Forester, or determined by the Director of Development Services as having one or more of the following conditions:

a. Unhealthy or structurally unsound;

b. Damaged by natural causes beyond the point of recovery;

c. Diseased beyond the point of recovery;

d. Poses a threat to the public and must be removed as a safety measure; or

e. No longer living.

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

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

E. Permit Required. A permit shall be obtained by the property owner prior to authorizing or subjecting a significant palm to removal.

SEC. 9.502 PALM REPLACEMENT

A. Generally. The removal of significant palms or palm stands must be mitigated. All requests for the removal of significant palms or palm stands shall be accompanied by a palm mitigation plan. Mitigation shall be achieved by the planting of the same amount of trunk feet removed, payment to the mitigation fund, or combination thereof.

B. Palm Replacement Required. Significant palms or palm stands that are approved for removal shall be replaced based on one foot of trunk height planted for one foot of trunk height removed. All replacement shall occur on the property on which the removal occurred. Replanting plan to be reviewed and approved by the City Arborist. All new palm species shall be from among palm species on the "Cold Hardy Palms for Galveston County of the Texas Upper Gulf Coast" list published by the Texas A&M System AgriLife Extension Service.

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

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

1. $125 per foot of palm removed.

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

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

a. Unhealthy or structurally unsound;

b. Damaged by natural causes beyond the point of recovery;

c. Diseased beyond the point of recovery;

d. Poses a threat to the public and must be removed as a safety measure; or

e. No longer living.

SEC. 9.503 PALM PLANTING AND MAINTENANCE

A. Recommended Maintenance Best Practices.
   1. Trimming is recommended to remove dead or dying fronds in order to prevent breakage, eliminate nesting places for pests, and reduce fire and visual hazards.
   2. In order to avoid seeding, trimming should occur between June and July.
   3. In order to prevent the spread of disease, including Fusarium wilt, all tools should be cleaned and disinfected between trimming each palm by one of the following methods:

Material*	% Solution	Minimum Soaking Time
Household bleach	25% (1 part bleach + 3 parts water)	5 minutes
Pine oil cleaner	25% (1 part cleaner + 3 parts water)	5 minutes
Rubbing alcohol (70% isopropyl)	50% (1 part alcohol + 1 part water)	5 minutes
Denatured ethanol (95%)	50% (1 part ethanol + 1 part water)	5 minutes
*the above materials were shown to be effective is eliminating fungus from the wood dust or palm sap trapped on pruning tools (Simone 1998). ~~It~~ It is suggested that the solution be replaced after 10 ~~trees~~ palms or every 2 hours.		

Rinse the tool with fresh water after soaking. Other potential disinfectants include trisodium phosphate or quaternary ammonium salts. The latter is recommended at a 5% solution, soaking for five minutes (Smith, Smith, and Clements 2003). Information courtesy of the University of Florida FAS Extension Service.

4. Remove only those fronds that are brown and pointing down. Do not remove green fronds, doing so may cause the palm stress. Leave as many green fronds as you possibly can on the palm. Palms need many green fronds to produce a steady food supply so that the plant can grow. A palm ~~tree~~ cannot stay healthy and build reserves without a considerable number of green fronds.

SEC. 9.504 OFFENSE

A. It is a violation of this section to perform activities that may result in the decline in health and/or death of a significant palm, including but not limited to excessive pruning of fronds and destruction of the trunk.

COG Case Study

History of survey work

- 1969 – East End and Strand Mechanic
- 1988 – Silk Stocking
- 1994 – Lost Bayou
- 2019 – Mid-Century Modern

Funding sources

How to get work done

- Volunteers
- Staff
- Students
- Consultants

Working with Consultants

- Procurement procedures
- RFP vs. RFQ
- Selection Process
- Contract Acceptance
- Consultant Management
- Quality Control – new construction example
- Close out

Tips

- Reread the contract
- Reread the original proposal

ORDINANCE NO. 20- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS, BY AMENDING ARTICLE 9: SECTION 9.500, TREE PRESERVATION TO PROVIDE THE REQUIREMENT OF A PERMIT PRIOR TO REMOVAL OF A SIGNIFICANT TREE AND CLARIFICATION OF ACTIVITIES THAT MAY BE HARMFUL TO TREES; PLANNING CASE NUMBER 19ZA-007; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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

WHEREAS, as presented in its staff report, attached and incorporated herein as **Exhibit 1**, Staff, is requesting a text amendment to amend Article 9 "Landscaping, Division 9.500 Tree Preservation", to provide for the requirement of obtaining a permit prior to removal of a significant tree and to clarify activities that may be harmful to trees; and,

WHEREAS, per Section 13.700 of the Galveston Land Development regulations, and as presented in the Staff Report, the requested amendments are in accordance with the criteria for text amendments; and,

WHEREAS, text amendments shall serve the purposes of:

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

WHEREAS, in preparation and consideration of proposed text amendments the Planning Commission and the City Council shall pay reasonable regard to:

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

WHEREAS, Staff, recommends approval of the text amendment; and,

WHEREAS, the Planning Commission, at its regular meeting of December 17, 2019, voted to recommend approval of the text amendment request as set forth in **Exhibit 1**; and,

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public's interest to approve the text amendment 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 hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations Article 9: Landscaping, to read and provide as follows:

Division 9.500 - Tree Preservation

SEC. 9.501 - PROTECTION OF EXISTING SIGNIFICANT TREES

A. **Generally.** Sites shall be designed to preserve existing trees and tree stands that are considered "significant" as provided in this Section. Although not included in this Section, small trees provide benefits to the community as well. Species such as Yaupon, Possumhaw, Flameleaf Sumac, Wax Myrtle, and Redbud are native to the Island and Texas and highly adapted to the coastal environment. Small trees such as these with a 3 inch diameter at breast height (DBH) of the largest stem are encouraged to be preserved and are eligible for planting credits in Table 9.303, Mature Tree Preservation Standards. Please see Division 9.600 for provisions regarding the protection of palms.

***

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

E. Permit Required. A permit shall be obtained by the property owner prior to authorizing or subjecting a significant tree to removal.

***

Sec. 9.503. OFFENSE

A. It is a violation of this section to perform activities that may result in the decline in health and/or death of a significant tree, including but not limited to pruning of large limbs, tree topping, destruction of bark ;leading to scarring on trunk, and/or detrimental activities (such as construction and/or soil compaction) within the critical root zone.

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

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

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

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

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council
of the City of Galveston

City Council
Development Services Department
City of Galveston
January 23, 2020

19ZA-007 STAFF REPORT

APPLICANT:
City of Galveston

REQUEST:
Text Amendment

APPLICABLE ZONING LAND USE REGULATIONS:
Article 9 Landscaping, Division 9.500 Tree Preservation

PROPOSED TEXT AMENDMENT:
Include additional standards for offenses

EXHIBITS:
A – Text Amendment

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

Executive Summary:
Some deficiencies in the Tree Preservation Division of the Land Development Regulations have recently been identified by Staff:

1. Lack of clear statement that a permit is required for removal of a significant tree (tree with a diameter at breast height (DBH) of 10 inches or greater). Staff is recommending additional language in Section 9.501 (E) to clearly indicate that a permit is required prior to the removal of a significant tree; and
2. Lack of language addressing activities that may harm trees and cause them to die. Staff is concerned that this oversight may cause persons to harm their trees and cause them to die to circumvent the regulations. Staff is proposed language to clarify that it is a violation to perform activities to a significant tree that results in the decline in health or death such as pruning of large limbs, tree topping, destruction of bark, and/or detrimental activities within the critical root zone.

Criteria for Text Amendments:

Per Section 13.700: Text Amendments of the Land Development Regulations:
Recommendations and decisions regarding petitions for amendments to the text of these regulations are legislative in nature, but shall be based on consideration of all the following criteria:

1. The proposed amendment will help to implement the adopted City of Galveston 2011 Comprehensive Plan or if it involves a topic that is not addressed or not fully developed in the City of Galveston 2011 Comprehensive Plan, the proposed amendment will not impair the implementation of the adopted City of Galveston 2011 Comprehensive Plan and other adopted special-area and special-topic plans when compared to the existing regulations.

2. The proposed amendment is consistent with the stated purposes of these regulations.

3. The proposed amendment will maintain or advance the public health, safety, or general welfare.

4. The proposed amendment will help to mitigate adverse impacts of the use and development of land on the natural or built environment, including, but not limited to mobility, air quality, water quality, noise levels, storm water management, wildlife protection, and vegetation or will be neutral with respect to these issues.

5. The proposed amendment will advance the strategic objectives of the City Council such as fiscal responsibility, efficient use of infrastructure, public services, and other articulated City objectives.

Criteria for Text Amendments Cont.

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

Purposes: Text amendment proposals shall serve the following purposes:

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

Consideration for Text Amendments

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

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

Other Reviews

The Tree Committee would typically be asked to review any changes to the Tree Protection Division as a courtesy. However, due to the holidays, the Tree Committee will not be meeting again until the end of January. Staff would like to get these changes adopted as soon as possible. The Tree Committee has been briefed by email and no comments were received.

The Planning Commission reviewed on December 17, 2019 and unanimously voted to recommend approval with the following change:

- Add a reference to the protection of palms. (Please note that if case 19ZA-006 is not adopted by City Council, this addition will be null and void)

Staff Recommendation

Staff recommends approval of the request as submitted.

Respectfully Submitted,

Catherine Gorman, AICP
Assistant Director/HPO

1/8/2020
Date

cumulative within a 24-month timeframe. For commercial complexes that consist of multiple parcels, the required landscaping shall be installed on all parcels.

Division 9.500 Tree Preservation (ORD. 18-047)

SEC. 9.501 PROTECTION OF EXISTING SIGNIFICANT TREES

A. **Generally.** Sites shall be designed to preserve existing trees and tree stands that are considered "significant" as provided in this Section. Although not included in this Section, small trees provide benefits to the community as well. Species such as Yaupon, Possumhaw, Flameleaf Sumac, Wax Myrtle, and Redbud are native to the Island and Texas and highly adapted to the coastal environment. Small trees such as these with a 3 inch diameter at breast height (DBH) of the largest stem are encouraged to be preserved and are eligible for planting credits in Table 9.303, Mature Tree Preservation Standards. Please see Division 9.600 for provisions regarding the protections of palms.

Commented [CG1]: Please note that if case 19ZA-006 is not adopted by City Council, this addition will be null and void

For the purposes of this Division:

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

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

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

d. Poses a threat to the public and must be removed as a safety measure; or

e. No longer living.

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

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

E. **Permit Required.** A permit shall be obtained by the property owner prior to authorizing or subjecting a significant tree to removal.

SEC. 9.502 TREE REPLACEMENT (ORD. 18-047)

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

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

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

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

Table 9.502 ***Tree Replacement Chart***			
Total diameter of tree(s) to be removed (Sum of inches at DBH)	**Total number of replacement trees required (2" DBH minimum each: 12' minimum height) required**		**Total number of replacement trees required (4" DBH minimum each: 16'**

			minimum height) required
10”- 12”	4	or	2
13”- 18”	6	or	3
19”- 24”	8	or	4
25”- 30”	10	or	5
31”- 36”	12	or	6
37”- 42”	14	or	7
43”- 48”	16	or	8
49”- 60”	20	or	10

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

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

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

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

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

1. Unhealthy or structurally unsound;
2. Damaged by natural causes beyond the point of recovery;
3. Diseased beyond the point of recovery:
4. Poses a threat to the public and must be removed as a safety measure; or
5. No longer living.

SEC. 9.503 OFFENSE

A. It is a violation of this section to perform activities that may result in the decline in health and/or death of a significant tree, including but not limited to pruning of large limbs, tree topping, destruction of bark leading to scarring on trunk, and/or detrimental activities (such as construction and/or soil compaction) within the critical root zone.

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, APPROVING THE AMENDED AND RESTATED ARTICLES OF INCORPORATION AND THE AMENDED AND RESTATED BYLAWS OF GALVESTON ISLAND REDEVELOPMENT AUTHORITY; DIRECTING THE FILING OF THE SAME WITH THE OFFICE OF THE TEXAS SECRETARY OF STATE, PROVIDING FOR FINDING OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Subchapter D of Chapter 431, Texas Transportation Code authorizes the creation and organization of public non-profit local government corporations to act as a duly constituted authority of a city to aid and assist the city in the performance of one or more governmental functions; and

WHEREAS, on August 22, 2002, pursuant to City of Galveston Ordinance Number 02-071, the City Council granted the Galveston Island Redevelopment Authority's (the "Authority") application for incorporation, authorized Articles of Incorporation, approved Bylaws, and appointed the original board of directors of the Authority; and

WHEREAS, on or about June 26, 2006 pursuant to City of Galveston Ordinance No. 06-055 the City Council approved certain amendments to the Articles of Incorporation and Bylaws passed by the Board members of the directors of the Authority; and

WHEREAS, the Board of Directors of the Authority would like to amend its Articles of Incorporation and Bylaws to specifically provide for an increase in the number of Directors of the Authority seven members, to provide for three year terms, to aid and assist the City in the performance of its governmental functions with respect to all Economic Development Areas, including land banks and other development opportunities (as such term is defined in the Amended and Restated Articles of Incorporation attached hereto as Exhibit "A"); and

WHEREAS, the City Council has considered the amendments to the Articles of Incorporation and the Bylaws, and has found the amendments to be consistent with the original purpose of the Authority as previously authorized and satisfactory for approval,

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

Section 1. Approval of Amended and Restated Articles of Incorporation.

The City Council hereby approves the Amended and Restated Articles of Incorporation of the Authority in substantially the form attached hereto as Exhibit "A" and authorizes the Authority to file the Amended and Restated Articles of Incorporation with the Secretary of State of the State of Texas in the manner provided by law. The City Council hereby acknowledges and approves of the changes set forth in Exhibit "A ".

Section 2. Approval of Amended and Restated Bylaws.

The City Council hereby approves the Amended and Restated Bylaws of the Authority in substantially the form attached hereto as Exhibit "B." The City Council hereby acknowledges and approves of the changes set forth in Exhibit "B".

Section 3. Ministerial Duty

The City Council hereby authorizes the Mayor and/or City Attorney to make any ministerial changes to the Bylaws and Amended and Restated Articles of Incorporation attached hereto as Exhibits A and B.

Section 4. Severability

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

Section 5. Open Meetings

It is hereby found determined and declared that sufficient written notice of the date, hour, place and subject of the meeting of City Council at which this Ordinance was adopted was posted in compliance with the provision of Texas Government Code Chapter 551 and this meeting was open to the public as required by law.

Section 6. Availability of Ordinance

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.

Section7. Effective Date

This Ordinance shall become effective upon its adoption and publication in accordance with the provision of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on the 12the day of December 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 12th day of December 2019.

_____
Secretary for the City Council
of the City of Galveston

RESTATED CERTIFICATE OF FORMATION
(WITH AMENDMENTS)

OF

GALVESTON ISLAND REDEVELOPMENT AUTHORITY
A Nonprofit Corporation

PREAMBLE

This Restated Certificate of Formation ("Restatement") is submitted for filing pursuant to Sections 3.057-3.063 and 22.107 – 22.109 of the Texas Business Organizations Code. This Restatement accurately copies the Restated and Amended Articles of Incorporation of the Galveston Island Redevelopment Authority (the "Authority") that was filed with the Texas Secretary State on July 24, 2008, under file number 800133231, as further amended by this Restatement.

The Restated and Amended Articles of Incorporation is amended by the Restatement in accordance with the provisions of the Texas Business Organizations Code and the Authority's governing documents as follows:

(a) Article IV has amended to include within the purpose of the Authority to include land banks and Chapter 380 agreements;

(b) Article VI has been amended to expand the number of members on the Board of Directors;

(c) Article VII has been changed to designate a new registered agent;

(d) Article VII has been changed to list the current Board of Directors;

(e) Article IX, which listed the names of the original incorporators of the Authority, has been deleted and subsequent the Articles renumbered; and

(f) Renumbered Article IX has been changed to include a reference to the approval of the City Council of the City of Galveston, Texas, to these changes.

EXHIBIT A

RESTATED CERTIFICATE OF FORMATION (WITH AMENDMENTS)

ARTICLE I

The name of the corporation is GALVESTON ISLAND REDEVELOPMENT AUTHORITY (the "Authority").

ARTICLE II

The Authority is a public non-profit corporation.

ARTICLE III

The period of duration of the Authority shall be perpetual.

ARTICLE IV

The Authority is organized and will be operated exclusively for one or more charitable purposes, within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). The Authority is organized for the purpose: of aiding, assisting, and acting on behalf of the City of Galveston (the "City") in the performance of its governmental functions to promote the common good and general welfare of the following areas: (i) Reinvestment Zone Number Twelve, City of Galveston, Texas ("TIRZ 12"), and (ii) Reinvestment Zone Number Thirteen, City of Galveston, Texas ("TIRZ 13"), (iii) Reinvestment Zone Number Fourteen, City of Galveston, Texas, (iv) any other tax increment reinvestment zones created in the future by the City pursuant to Chapter 311 of the Texas Tax Code (collectively, the "Zones") and neighboring areas, and as the boundaries of the Zones may be amended from time to time (the "TIRZ Area"), (v) any area where a project is to be wholly or partially funded by federal grant funds, (vi) any areas designated as a state or federal enterprise or empowerment zone, (vii) any areas designated as special district or economic development district created by or consented to by the City pursuant to Texas law, and (viii) any area so designated by the City Council of the City and Chair of the Authority that is determined to be a consistent with this Article IV (collectively, items (v)-(viii), ("Economic Development Areas"); to promote, develop, encourage and maintain housing, employment, commerce, transportation and economic development in the City; to administer, manage and supervise economic development vehicles and tools, including land banks and City approved 380 agreements, implemented by or on behalf of the City.

The Authority is further organized to aid, assist and act on behalf of the City and the Board of Directors of the Zones:

(a) in the implementation of the Project Plans and the Reinvestment Zone Financing Plans for the Zones and the preparation and implementation of amendments thereto;

(b) in the development of policies to finance development of residential, commercial, transportation and public properties in the TIRZ Area and Economic Development Areas;

(c) in the development and implementation of development policies for the TIRZ Area and Economic Development Areas, including the acquisition of land for development purposes ; and

(d) in the development, construction, acquisition, maintenance and administration of any other project in the TIRZ Area or Economic Development Area.

The Authority is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Authority to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation, provided that the Authority shall not be authorized to make or acquire home mortgages, or to make loans to lending institutions or other entities the proceeds of which are to be used to make home mortgages or to make loans on residential developments.

The Authority shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Texas Business Organizations Code Ch. 22 Non-Profit Corporations.

The Authority shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Authority to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Authority shall not issue bonds without the consent of the City Council of the City.

The Authority is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Authority are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Authority shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE V

The Authority shall have no members and shall have no stock.

ARTICLE VI

All powers of the Authority shall be vested in a Board consisting seven (7) persons. Additional persons may be added to the Board by the Authority in accordance with the provisions of the Bylaws. The current directors of the Authority ("Director" or "Directors") are persons named in Article VIII. Each current Director named in Article VIII hereof shall serve for the term prescribed in the Bylaws. Subsequent Directors shall be appointed by position to the Board as prescribed in the Bylaws. Except as provided in the Articles of Incorporation, each Director shall serve for the term provided in the Bylaws. Any Director may be removed from office at any time, with or without cause, by the Mayor and City Council of the City.

The current Chairperson of the Board is James L. Ware and the Mayor and City Council of the City shall designate each subsequent Chairperson of the Board.

If any of the following persons is not serving as a member of the Board, he or she shall serve as an ex-officio, non-voting member of the Board:

(1) City Manager;

(2) Director of the City Department of Public Works and Municipal Utilities;

(3) City Attorney;

(4) Director of the City Planning and Development Department;

(5) Director of Galveston Economic Development Partnership;

(6) City Finance Director;

(7) The Chairpersons of the Boards of Directors of the Zones; and

(8) A member from the City Finance and Fiscal Affairs Committee.

In addition, the Board of Directors of the Authority may designate one or more representatives of Galveston County, Galveston College, Galveston County Navigation District No. 1, or other political subdivisions as ex officio, non-voting members of the Board of Directors.

All other matters pertaining to the internal affairs of the Authority shall be governed by the Bylaws of the Authority, so long as such Bylaws are not inconsistent with these Articles of Incorporation, or the laws of the State of Texas.

ARTICLE VII

The Authority's registered agent is Donald Glywasky, City Attorney, City of Galveston, Texas. The registered address of the Authority is 823 Rosenberg, Galveston, Texas 77554. The

registered agent has consented to the appointment in writing pursuant to Section 5.201(b) of the Texas Business Organizations Code. The written consent shall be maintained in the Authority's records..

ARTICLE VIII

The names and addresses of the five (5) current Directors, each of whom resides within the City, are:

NAME	ADDRESS
James L. Ware, Chairman	823 Rosenberg, Galveston, Texas 77554
Roland Bassett	823 Rosenberg, Galveston, Texas 77554
Willy Gonzalez	823 Rosenberg, Galveston, Texas 77554
David Hoover	823 Rosenberg, Galveston, Texas 77554
Christopher Robb	823 Rosenberg, Galveston, Texas 77554

ARTICLE IX

Ordinance No. 02-071 approving the original Articles of Incorporation was adopted by the City Council of the City on August 22, 2002; Ordinance No. 06-055 approving the form of this Restated Certificate of Formation was adopted on June 26, 2006.

ARTICLE X

No Director shall be liable to the Authority for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Authority, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XI

In accordance with the provisions of Section 501(c)(3) of the Code, and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Authority: (a) shall not permit any part of the net earnings of the Authority to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal

services rendered to or for the Authority in effecting one or more of its purposes); (b) shall not devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Authority after payment of reasonable expenses, debt and establishing a reserve shall accrue to the City.

The City shall, at all times, have an unrestricted right to receive any income earned by the Authority, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. No part of the Authority's income shall inure to the benefit of any private interests.

If the Board of Directors determines by resolution that the purposes for which the Authority was formed have been substantially met and all bonds issued by and all obligations incurred by the Authority have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Authority dissolved in accordance with the requirements of Section 394.026 of Texas Local Government Code, or with applicable law then in existence. In the event of dissolution or liquidation of the Authority, all assets will be turned over to the City for deposit, as appropriate, in the Tax Increment Funds for the Zones, unless the City Council shall otherwise direct.

If required by the City, any capital project(s) of the Authority as well as all plans and specifications of any improvement to be made by the Authority shall be approved by the Director of the Department of Public Works and Municipal Utilities of the City or his designee.

ARTICLE XII

If the Authority is a private foundation within the meaning of Section 509(a) of the Code, the Authority: (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE XIII

The City Council may at any time consider and approve an ordinance directing the Board to proceed with the dissolution of the Authority, at which time the Board shall proceed with the dissolution of the Authority in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Authority in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of Incorporation.

ARTICLE XIV

(1) These Articles may not be changed or amended unless approved by the City Council of the City.

(2) Each of the amendments contained in this Restated Certificate of Organization has been effected in accordance with the requirements of the Texas Business Organizations Code and the Authority's governing documents. The Board of Directors of the Authority approved the amendments and this Restated Certificate of Formation.

(3) This Restated Certificate of Formation becomes effective upon filing with the Texas Secretary of State.

GALVESTON ISLAND REDEVELOPMENT AUTHORITY

_____
by James L. Ware, Chairman
Galveston Island Redevelopment Authority

THE STATE OF TEXAS,
COUNTY OF GALVESTON.

BEFORE ME, the undersigned authority, on this day personally appeared James L. Ware, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the____ day of _____, 2019.

_____
Notary Public in and for
The State of Texas

(NOTARY SEAL)

EXHIBIT "B"

AMENDED AND REVISED BYLAWS

OF

GALVESTON ISLAND REDEVELOPMENT AUTHORITY

A Texas Local Government Corporation

(Created on behalf of the City of Galveston)

Date of Adoption: _____, 2006

TABLE OF CONTENTS

		Page
ARTICLE I	PURPOSES	1
ARTICLE II	BOARD OF DIRECTORS	2
Section 1.	*Appointment, Classes, Powers, Number, and Term of Office*	2
Section 2.	*Meetings of Directors*	3
Section 3.	*Annual Meetings*	3
Section 4.	*Regular Meetings*	3
Section 5.	*Special and Emergency Meetings*	3
Section 6.	*Quorum*	4
Section 7.	*Conduct of Business*	4
Section 8.	*Executive Committee, Other Committees*	4
Section 9.	*Compensation of Directors*	5
Section 10.	*Board of Advisory Directors*	5
Section 11.	*Director's Reliance on Consultant Information*	5
ARTICLE III	OFFICERS	5
Section 1.	*Titles and Term of Office*	5
Section 2.	*Powers and Duties of the Chairperson*	5
Section 3.	*Powers and Duties of the Vice Chairperson*	6
Section 4.	*Powers and Duties of the President*	6
Section 5.	*Vice Presidents*	6
Section 6.	*Treasurer*	6
Section 7.	*Secretary*	7
Section 8.	*Compensation*	7
Section 9.	*Officer's Reliance on Consultant Information*	7
ARTICLE IV	MISCELLANEOUS PROVISIONS	7
Section 1.	*Fiscal Year*	7
Section 2.	*Seal*	7
Section 3.	*Notice and Waiver of Notice*	7
Section 4.	*Resignations*	8
Section 5.	*Gender*	8
Section 6.	*Appropriations and Grants*	8
ARTICLE V	INDEMNIFICATION OF DIRECTORS AND OFFICERS	8
Section 1.	*Right to Indemnification*	8
Section 2.	*Advance Payment*	9
Section 3.	*Indemnification of Employees and Agents*	9
Section 4.	*Appearance as a Witness*	9
Section 5.	*Non-exclusivity of Rights*	9
Section 6.	*Insurance*	9
Section 7.	*Notification*	10
Section 8.	*Savings Clause*	10
ARTICLE VI	PROVISIONS RELATING TO MINORITY CONTRACTING	10
ARTICLE VII	CODE OF ETHICS	10
Section 1.	*Policy and Purposes.*	10
Section 2.	*Conflicts of Interest*	10

Section 3. *Acceptance of Gifts* 11
Section 4. *Bribery* 12
Section 5. *Nepotism* 12
ARTICLE VIII AMENDMENTS 12

AMENDED AND REVISED BYLAWS

OF

GALVESTON ISLAND REDEVELOPMENT AUTHORITY

ARTICLE I
PURPOSES

The Galveston Island Redevelopment Authority (the "Authority") is organized and will be operated exclusively for one or more charitable purposes, within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). The Authority is organized for the purpose of aiding, assisting, and acting on behalf of the City of Galveston, Texas (the "City") in the performance of its governmental functions to promote the common good and general welfare of the following areas: (i) Reinvestment Zone Number Eleven, City of Galveston, Texas ("TIRZ 11"), (ii) Reinvestment Zone Number Twelve, City of Galveston, Texas ("TIRZ 12"), (iii) Reinvestment Zone Number Thirteen, City of Galveston, Texas ("TIRZ 13"), (iv) Reinvestment Zone Number Fourteen, City of Galveston, Texas, (v) any other tax increment reinvestment zones created in the future by the City pursuant to Chapter 311 of the Texas Tax Code (collectively, the "Zones") and neighboring areas, and as the boundaries of the Zones may be amended from time to time (the "TIRZ Area"), (vi) any area where a project is to be wholly or partially funded by federal grant funds, (vii) any areas designated as a state or federal enterprise or empowerment zone, (viii) any areas designated as special district or economic development district created by or consented to by the City pursuant to Texas law, and (ix) any area so designated by the City Council of the City and Chair of the Authority that is determined to be a consistent with this Article I (collectively, items (vi)-(ix), ("Economic Development Areas"); to promote, develop, encourage and maintain housing, employment, commerce, transportation and economic development in the City; to administer, manage and supervise economic development vehicles and tools, including land banks and City approved 380 agreements, implemented by or on behalf of the City.

The Authority is further organized to aid, assist and act on behalf of the City and the Board of Directors of the Zones:

(a) in the implementation of the Project Plans and the Reinvestment Zone Financing Plans for the Zones and the preparation and implementation of amendments thereto;

(b) in the development of policies to finance development of residential, commercial, transportation and public properties in the TIRZ Area and Economic Development Areas;

(c) in the development and implementation of development policies for the TIRZ Area and Economic Development Areas, including the acquisition of land for development purposes; and

(d) in the development, construction, acquisition, maintenance and administration of any other project in the TIRZ Area or Economic Development Area.

The Authority is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Authority to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation, provided that the Authority shall not be authorized to make or acquire home mortgages, or to make loans to lending institutions, the proceeds of which are to be used to make home mortgages or to make loans on residential developments.

The Authority shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation,. Texas Business Organizations Code Ch. 22 Texas Non-Profits .

he Authority shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Authority to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Authority shall not issue bonds without the consent of the City Council of the City.

The Authority is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Authority are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Authority shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Appointment, Classes, Powers, Number, and Term of Office. All powers of the Authority shall be vested in the Board of Directors (the "Board"). The Board shall consist of seven persons. Directors of the Authority ("Director" or Directors") shall be appointed by position to the Board by the Mayor and City Council of the City.

Each Director shall serve for a term of three years, or until his or her successor is appointed by the City unless such Director has been appointed to fill an unexpired term in which case the term of the Director shall expire on the expiration date of the term of the Director whose position he or she was appointed to fill. These three year terms shall begin on the filing of the Authority's Articles of Incorporation with the Texas Secretary of State . Any Director may be removed from office at any time, with or without cause, by the City Council. The number of Directors may only be increased or decreased by an amendment to these Bylaws by the Board with the consent of the City Council of the City.

If any of the following persons are not serving as a member of the Board, he or she shall serve as an ex-officio, non-voting member of the Board:

(1) City Manager;

(2) Director of the City Department of Public Works and Municipal Utilities;

(3) City Attorney;

(4) Director of the City Development Department;

(5) City Finance Director.

Any person designated as an ex-officio member of the Board is entitled to notice of and to attend meetings of the Board.

Section 2. *Meetings of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Authority at such place or places within the City as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Authority in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of a City under Chapter 551, Texas Government Code (the "Open Meetings Act").

The Authority, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Open Records Act").

Section 3. *Annual Meetings.* The annual meeting of the Board shall be held at the time and at the location in the City designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

Section 4. *Regular Meetings.* Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board.

Section 5. *Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the Chairperson of the Board or the Secretary or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called.

The Secretary shall give notice of each special meeting in person, by telephone, facsimile, mail or telegraph at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required of the City under Section 551.045 of the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Authority may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Authority may be considered and acted upon to the extent allowed by the Open Meetings Act.

Section 6. *Quorum.* A majority of the Board then appointed and serving shall constitute a quorum for the consideration of matters pertaining to the purposes of the Authority. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent or abstention shall be entered in the minutes of the meeting or unless he shall file his written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by registered mail to the Secretary of the Authority immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

Section 7. *Conduct of Business.* At the meetings of the Board, matters pertaining to the purposes of the Authority shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chairperson shall preside, and in the absence of the Chairperson, the Vice Chairperson shall preside. In the absence of the Chairperson and the Vice Chairperson, a chairperson shall be chosen by the Board from among the Directors present.

The Secretary of the Authority shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. *Executive Committee, Other Committees.* The Board may, by resolution passed by a majority of the Directors, designate three (3) or more Directors to constitute an executive committee or other type of committee. To the extent provided in the authorizing resolution, a committee shall have and may exercise all of the authority of the Board in the management of the Authority, except where action of the Board is specified by statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Authority, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

Section 9. *Compensation of Directors.* Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, that nothing contained herein shall be construed to preclude any Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than a "Director" capacity) which are reasonable and necessary in carrying out the Authority's purposes.

Section 10. Board of Advisory Directors. The Board may establish a Board of Advisory Directors composed of citizens of the City of Galveston who are, in the judgment of the Board, qualified to advise with respect to the activities of the Authority. Members of the Board of Advisory Directors shall serve for a term of one (1) year or such longer term as may be fixed by the Board, not to exceed three years. Advisory Directors may be removed by the Board at any time with or without cause. The number of members of the Board of Advisory Directors shall be fixed from time to time by the Board. The officers and Directors of the Authority may consult with the Board of Advisory Directors from time to time with respect to the activities of the Authority but the Board of Advisory Directors shall in no way restrict the powers of the Board nor limit its responsibilities or obligations. The Board of Advisory Directors shall have no responsibility for the management of the affairs of the Authority. Advisory Directors shall not receive any salary or compensation for their services as Advisory Directors; provided, that nothing contained herein shall be construed to preclude any Advisory Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than an "Advisory Director" capacity) which are reasonable and necessary in carrying out the Authority's purposes.

Section 11. Director's Reliance on Consultant Information. A Director shall not be liable if while acting in good faith and with ordinary care, he relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Authority or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Authority;

(b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or

(c) a committee of the Board of which the Director is not a member.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office. The officers of the Authority shall be a chairperson of the Board, one or more vice chairpersons of the Board, a president, one or more vice presidents, a secretary, a treasurer, an investment officer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that neither the Chairperson of the Board nor the President shall hold the office of Secretary. The term of office for each officer (other than the Chairperson) shall commence on the date of such officer's election and terminate on the earlier of: one year; the date that the officer is replaced by the board; or, if the officer is a member of the Board, the date that the officer is no longer a member of the Board. The Chairperson shall serve for the term designated by the Mayor and City Council of the City.

Section 2. Powers and Duties of the Chairperson. The Chairperson shall be a member of the Board and shall preside at all meetings of the Board. The Chairperson shall be

designated by the Mayor of the City. He or she shall have such duties as are assigned by the Board. The Chairperson may call special or emergency meetings of the Board.

Section 3. *Powers and Duties of the Vice Chairperson.* The Vice Chairperson shall be a member of the Board. The Vice Chairperson shall perform the duties and exercise the powers of the Chairperson upon the Chairperson's death, absence, disability, or resignation, or upon the Chairperson's inability to perform the duties of his or her office. Any action taken by the Vice Chairperson in the performance of the duties of the Chairperson shall be conclusive evidence of the absence or inability to act of the Chairperson at the time such action was taken.

Section 4. *Powers and Duties of the President.* The President shall be the principal executive officer of the Authority and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Authority. In furtherance of the purposes of the Authority and subject to the limitations contained in the Articles of Incorporation, the President, Chairperson, or Vice Chairperson may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Authority.

Section 5. *Vice Presidents.* A Vice President shall have such powers and duties as may be assigned to him or her by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 6. *Treasurer.* The Treasurer shall have custody of all the funds and securities of the Authority which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Authority, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Authority in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Authority, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her case account; he or she shall enter or cause to be entered regularly in the books of the Authority to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Authority; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require.

Section 7. *Secretary.* The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Authority and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Authority and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Authority; he or she shall have charge of the Authority's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all

reasonable times be open to the inspection of any Director upon application at the office of the Authority during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 8. *Compensation.* Officers may be entitled to receive such salary or compensation for personal services which are necessary and reasonable in carrying out the Authority's purposes as the Board may from time to time determine, provided, that in no event shall the salary or compensation be excessive. Board members, even in their capacity as officers, are not entitled to compensation except as otherwise provided in Article II, Section 9.

Section 9. *Officer's Reliance on Consultant Information.* In the discharge of a duty imposed or power conferred on an officer of the Authority, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Authority or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Authority, including members of the Board; or

(b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. *Fiscal Year.* The fiscal year of the Authority shall begin October 1 of each year.

Section 2. *Seal.* The seal of the Authority shall be such as from time to time may be approved by the Board.

Section 3. *Notice and Waiver of Notice.* Whenever any notice whatever, other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Authority, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. *Resignations.* Any Director, officer or Advisory Director may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. *Gender*. References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

Section 6. *Appropriations and Grants*. The Authority shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right to Indemnification. Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Authority or while a Director or officer of the Authority is or was serving at the request of the Authority as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Authority to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Authority to provide broader indemnification rights than said law permitted the Authority to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation each person specified above who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding of a criminal nature, may be indemnified only after the dismissal of charges in favor of the accused person, at the option of the Board. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

Section 2. *Advance Payment*. The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Authority the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate

entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Authority of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise. The right to advance payment set forth in this section shall not apply in the case of criminal actions investigated or initiated by the State.

Section 3. *Indemnification of Employees and Agents.* The Authority, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Authority to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Authority may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Authority but who are or were serving at the request of the Authority as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 4. *Appearance as a Witness.* Notwithstanding any other provision of this Article V, the Authority may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Authority or its business at a time when he or she is not a named defendant or respondent in the proceeding.

Section 5. *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation of the Authority or these Bylaws, agreement, vote of shareholders or disinterested Directors or otherwise.

Section 6. *Insurance.* The Authority may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Authority or is or was serving at the request of the Authority as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Authority would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 7. *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the

Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

Section 8. *Savings Clause.* If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Authority shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI

PROVISIONS RELATING TO MINORITY CONTRACTING

The Authority shall attempt to stimulate the growth of disadvantaged businesses inside the City by encouraging the full participation of disadvantaged businesses in all phases of its procurement activities and affording those disadvantaged businesses a full and fair opportunity to compete for Authority contracts. The Authority shall establish one or more programs designed to increase participation by disadvantaged businesses in contract awards which will conform to City approved programs. Any program established by the Authority shall provide that disadvantaged businesses certified by the City shall be the disadvantaged businesses certified for Authority contracts.

ARTICLE VII

CODE OF ETHICS

Section 1. *Policy and Purposes.*

(a) It is the policy of the Authority that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Authority; and that the Board establish policies to control and manage the affairs of the Authority fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Authority's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 2. *Conflicts of Interest.*

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefited by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the

voting stock or shares of the business entity or ownership of $15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more. An interest of a person related in the second degree by affinity or the third degree by consanguinity to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Authority will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

Section 3. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Authority. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, "benefit" does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer;

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

(1) not more than one honorarium is received from the same person in a calendar year;

(2) not more than one honorarium is received for the same service; and

(3) the value of the honorarium does not exceed $250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest is reported as may be required by law.

Section 4. *Bribery.* A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director's or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of a duty imposed by law on the Director or officer.

Section 5. *Nepotism.* No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity (marriage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VIII

AMENDMENTS

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board then appointed and serving at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by the City Council of the City to be effective.

ORDINANCE NO. 20-___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, ORDERING AND CALLING AN ELECTION TO BE HELD IN THE CITY OF GALVESTON ON THE 2ND DAY OF MAY, 2020, FOR THE PURPOSE OF ELECTING A MAYOR AT-LARGE AND SIX (6) DISTRICT COUNCIL MEMBERS, EACH FOR A TWO-YEAR TERM; MAKING PROVISIONS FOR THE CONDUCT AND GIVING NOTICE OF THE ELECTION; DESIGNATING POLLING PLACES; DESIGNATING HOURS FOR VOTING; PROVIDING FOR PUBLICATION OF THE NOTICE OF THE ELECTION; PROVIDING BILINGUAL ELECTION REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING A SAVINGS CLAUSE; DECLARING FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the terms of office of the Mayor and six (6) Council Members of the City of Galveston, Texas expire upon the election and qualification of their successors; and

WHEREAS, Article III of the Galveston City Charter and sections 3.005, 41.001(a), and 41.005 of the Texas Election Code require an election to be held, ordered, and called for on Saturday, May 2, 2020, that being a uniform election date under the Texas Election Code, to fill the seats of the Mayor and six (6) Council Members; and

WHEREAS, on January 23, 2020, the Galveston City Council unanimously approved entering into a contract with the County of Galveston for the administration of election services pursuant to the applicable provisions of the Texas Election Code; and

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

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

SECTION 2. Pursuant to the provisions of Article III of the Charter of the City of Galveston and section 3.005 of the Texas Election Code, the regular City election for the year 2020, is hereby called and ordered for the purpose of electing a Mayor at-large and six (6) District Council Members, each for a term of two (2) years, to be held in the City on Saturday, May 2, 2020, between the hours of 7 o'clock a.m. and 7 o'clock p.m., as provided in section 41.031 of the Texas Election Code, as well as, a period of early voting in accordance with the provisions of the Texas Election Code.

SECTION 3. The election hereby called and ordered shall be conducted in accordance with the provisions of this Ordinance, the requirements of the Charter of the City of Galveston, the Constitution and laws of the State of Texas regulating the holding of elections. The election called and ordered shall be conducted in accordance with the provisions of the Election Services

Agreement by and between the City and Galveston County (approved by City Council on January 23, 2020).

SECTION 4. In accordance with Chapter 43 and other applicable provisions of the Texas Election Code, this election shall be conducted utilizing countywide polling places as designated by the County of Galveston. The City Council hereby designates the locations listed in **Exhibit 1** as countywide polling places to be utilized for this election.

SECTION 5. The ballots shall conform to all requirements of the laws of the State of Texas governing the same. Such ballots shall contain the names of all eligible candidates for the respective offices of the Mayor and City Council Members of the City of Galveston.

SECTION 6. All qualified voters of the City of Galveston shall be entitled to vote at the election so hereby called and ordered. The election shall be conducted in accordance with the applicable laws of the State of Texas between the hours of 7 o'clock a.m. and 7 o'clock p.m. on Saturday, May 2, 2020 ("Election Day").

SECTION 7. Voting machines and/or ballot boxes shall be used in the election in accordance with the provisions of the laws of the State of Texas relating to the use of voting machines, ballot boxes, and elections. Pursuant to the Election Services Agreement with the City of Galveston, Hart Intercivic Direct Record Electronic (DRE) Voting Machines will be used during the conduct of the subject election being called by this Ordinance.

SECTION 8. (a) In compliance with Section 271.006 of the Texas Election Code, Dwight D. Sullivan, Galveston County Clerk, is appointed as the Early Voting Clerk. Other deputy early voting clerks shall be appointed as needed to process early voting mail and to conduct early voting by personal appearance. The main early voting polling place is designed as the Galveston County Justice Center, 600 – 59th Street, 2nd Floor Conference Room, Galveston, Texas 77551. Early voting by personal appearance is also available at the Galveston County Courthouse, 722 Moody (21st Street), 2nd Floor Mezzanine, Galveston, Texas 77550, and such other early voting polling places as designated by the Early Voting Clerk.

(b) Qualified electors voting early who are unable to vote in person shall vote by mail as prescribed by the laws of the State of Texas. Applications for ballots by mail may be sent to the Early Voting Clerk as follows:

- By Mail: Attn: Ballots by Mail, c/o Dwight D. Sullivan, Galveston County Clerk, P. O. Box 17253, Galveston, Texas 77552-7253;
- By Fax: 409.765.3249 (Please put "Attention Ballots By Mail" on the cover sheet); or
- By Email: absenteeballotapplications@co.galveston.tx.us (If this method is used, an application from the County Clerk's Elections Division website will need to be printed, filled out completely, signed, and scanned before submitting as an attachment to the email).

In accordance with Section 84.007 of the Texas Election Code, the first day to apply for a ballot by mail was January 1, 2020. The last day to apply for a ballot by mail is April 21, 2020

(received, not postmarked). The deadline for receipt of a Federal Post Card Application (FPCA) from a registered voter is April 21, 2020.

The Galveston County Clerk must physically receive marked ballots by the last mail delivery on Election Day which is Saturday, May 2, 2020 at 3:00 o'clock p.m. If a marked ballot is being mailed from outside of the United States, the ballot must be received by the last mail delivery on the fifth day after Election Day. In addition, marked ballots from individuals voting by mail may be hand delivered in person only while polls are open on Election Day. Only the person casting the marked ballot may surrender the ballot in person. Such ballots will be accepted between the hours of 7:00 a.m. and 7:00 p.m. at the Galveston County Clerk's Office, Elections Division, 600 – 59th Street, 3rd Floor, Galveston, Texas 77551.

(c) Early voting by personal appearance shall begin on Monday, April 20, 2020, and end on Tuesday, April 28, 2020, and shall be conducted during the following hours:

Day	*Date*	*Hours of Operation*
Monday	April 20, 2020	8:00 a.m. until 5:00 p.m.
Tuesday	April 21, 2020	8:00 a.m. until 5:00 p.m.
Wednesday	April 22, 2020	8:00 a.m. until 5:00 p.m.
Thursday	April 23, 2020	8:00 a.m. until 5:00 p.m.
Friday	April 24, 2020	8:00 a.m. until 5:00 p.m.
Monday	April 27, 2020	7:00 a.m. until 7:00 p.m.
Tuesday	April 28, 2020	7:00 a.m. until 7:00 p.m.

There will be no early voting by personal appearance on Saturday, April 25, 2020 and Sunday, April 26, 2020.

(d) The City Council hereby appoints Douglas Godinich to the Early Voting Ballot Board.

SECTION 9. (a) Notice of said election shall be given (1) by filing a copy of this election Ordinance with the City Secretary; and (2) by publication as required by state law. The notice shall be in accordance with state law.

(b) The Mayor is hereby authorized to sign an "Order of Election" and "Notice of General Election." Council directs the City Secretary to post the "Order of Election" and publish and post the "Notice of General Election," in both English and Spanish in accordance with state law.

SECTION 10. Officers of the election shall immediately at the close of the election return to the City Council the results of the election. The City Council shall canvass the returns and declare the results of the election as provided in the Agreement between the City and the County, and as permitted by law.

SECTION 11. The provisions of 42 U.S.C.A. § 1973aa-1a, 28 C.F.R. Part 55, and section 272.001 et seq. of the Texas Election Code, regarding members of a single-language

minority, shall be observed with respect to printing, programming, and disseminating voting notices, forms, balloting materials, instructions, assistance or other materials or information relating to the electoral process, including ballots, and all such election materials shall be printed, programmed, processed, and/or provided in the Spanish language as well as the English language, and at each Election precinct there shall be a Judge, Alternate Judge, or Clerk who is fluent in the Spanish language and who shall be instructed and required to provide assistance to any voter desiring same.

SECTION 12. The County of Galveston shall appoint eligible persons in the following capacities in accordance with the Texas Election Code, and those persons shall have the duties and responsibilities as prescribed by state law:

Central County Station Manager, Clerk, Tabulation Supervisor, Assistant to the Tabulation Supervisor, Judge of the Central County Station, and Clerks.

SECTION 13. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election and to comply with federal, state, and local laws and in the conduct thereof. This will be provided through the Election Services of the County of Galveston.

SECTION 14. The City Council reserves the right to amend or modify this Ordinance, including, but not limited to, the Early Voting and Election Day polling locations.

SECTION 15. In the event any provision of the Election Services Agreement with the County conflicts with any provision of this Ordinance, the provisions of this Ordinance shall control with respect to the City election.

SECTION 16. 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, because 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 17. 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 18. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 19. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter, this Ordinance has been publicly available in the Office of the City Secretary for not less than 72 hours prior to its adoption; and that this Ordinance may be read and published by descriptive caption only.

SECTION 20. 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 23rd day of January, 2020, 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 January, 2020.

_____
City Secretary for the City Council
of the City of Galveston, Texas

Proposed To Be Amended

EXHIBIT 1

EARLY VOTING LOCATIONS

for

City of Galveston

MAIN EARLY VOTING POLLING PLACE

Galveston County Justice Center
600 – 59th Street
2nd Floor Conference Room
Galveston, Texas

Galveston County Courthouse
722 Moody St.
Galveston, Texas 77550

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

Carver Park Community Center
6415 Park Ave.
Texas City, TX 77590

Santa Fe City Hall
12002 Highway 6
Santa Fe, TX 77510

Bacliff Community Center
4503 11th Street
Bacliff, Tx. 77518

La Marque Community Room
1109-B Bayou
La Marque, Tx 77568

Kemah Fire Station
905 Hwy 146
Kemah, Tx 77565

Moody Methodist Church
2803 53rd St
Galveston, TX 77551

Hitchcock City hall
7423 Highway 6
Hitchcock, Texas 77563

Nessler Center
2010 5th Ave. North
Texas City, TX 77591

Joe Faggard Building
1750 Hwy 87
Crystal Beach, Tx 77650

MUD 12 Building
2929 Hwy 6
Bayou Vista, Tx 77563

Clear Lake Shores
1006 South Shore Dr.
Clear Lake Shores, Tx 77565

Old Friendswood Jr. High
402 Laurel
Friendswood, Tx 77546

ELECTION DAY VOTING LOCATIONS
Saturday, May 2, 2020
7:00 a.m. to 7:00 p.m.

for

City of Galveston

Galveston County Courthouse
722 Moody St.
Galveston, Texas 77550

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

Carver Park Community Center
6415 Park Ave.
Texas City, TX 77590

Santa Fe City Hall
12002 Highway 6
Santa Fe, TX 77510

Bacliff Community Center
4503 11th Street
Bacliff, Tx. 77518

La Marque Community Room
1109-B Bayou
La Marque, Tx 77568

Kemah Fire Station
905 Hwy 146
Kemah, Tx 77565

GISD Admin Building
3904 Ave. T
Galveston, Tx 77551

Moody Methodist Church
2803 53rd St
Galveston, TX 77551

Hitchcock ISD Admin Building
7801 Neville, Building B
Hitchcock, Texas 77563

Nessler Center
2010 5th Ave. North
Texas City, TX 77591

Joe Faggard Building
1750 Hwy 87
Crystal Beach, Tx 77650

MUD 12 Building
2929 Hwy 6
Bayou Vista, Tx 77563

Clear Lake Shores Club House
931 Cedar
Clear Lake Shores, Tx 77565

Rebecca Sealy Hospital
404 8th St., Classroom 1st Floor
Galveston, Tx 77555

Texas A &M University-Galveston
200 Seawolf Parkway, Bldg. 3035
Suite 102
Galveston, Tx 77553

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING ORDINANCE NUMBER 15-059, THE CITY'S FINANCIAL INCENTIVES PROGRAM FOR HISTORIC PROPERTIES, REGARDING ADMINISTRATIVE REVIEW OF DETERMINATIONS OF ELIGIBILITY FOR SUBSTANTIAL REHABILITATION FOR HISTORIC PROPERTIES; PLANNING CASE NUMBER 19PA-056; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston is committed to the preservation of historic properties and resources within the City and encourages the recognition of historic landmarks across the city and reinvestment in Galveston's historic buildings; and,

WHEREAS, on July 23, 2015, the City adopted Ordinance 15-059, establishing the Financial Incentives for Historic Properties program; and,

WHEREAS, the Landmark Commission made a motion to request staff begin the process of amending the program to allow for administrative review of determinations of eligibility for the substantial rehabilitation for historic properties; and,

WHEREAS, as further detailed in the Staff Report, attached and incorporated herein as **Exhibit A**, allowing for administrative review will save time for the Commission, Staff, the Public and will simplify the process; and,

WHEREAS, the Landmark Commission reviewed this request at their regular meeting on December 16, 2019 and recommended approval; and,

WHEREAS, Staff recommends amending the program to allow for administrative review of determinations of eligibility for substantial rehabilitation for historic properties as provided in Section 2 below; and,

WHEREAS, the City Council of the City of Galveston deems it in the best interest of the public to amend the Financial Incentives Program for Historic Properties as provided.

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 of the City of Galveston hereby amends Ordinance Number 15-059, the City's Financial Incentives Program for Historic Properties to read and provide as follows:

Exhibit A

Financial Incentives for Historic Properties

1. **Substantial Rehabilitation for Historic Properties** – property owner invests at least 50% of value of the building and receives a 10-year "freeze" on City taxes. The property owner continues to pay City of Galveston taxes on the pre-improvement assessed value for 10 years. The property owner would pay taxes to the remainder of the taxing entities based on the current, post improvement assessed value. The same benefit is proposed for both residential and commercial structures.

a. In order to qualify for the program, the building must be located in a locally designated historic district or be designated as a Galveston Landmark. If located in a historic district, the building must be "Contributing" or "Compatible". Properties that are "Non-Contributing" may be considered if the proposed work would result in a reclassification to "Contributing" or "Compatible". Properties classified as "Intrusion" would not be eligible.

b. The owner must invest an amount equal to at least 50% of the pre-improvement value of the property (i.e. the appraised value of the house per the Galveston Central Appraisal District, not including the land value, before the work begins). "Sweat equity," for labor provided by the property owner, may be included in the cost of work.

c. Qualifying improvements must extend the life of the building, such as roof, foundation, and siding work; electrical, plumbing, and HVAC systems work; and any other related structural work. Other improvements, such as interior work may be considered upon commitment to competition of structural work.

d. Improvements that increase the energy efficiency of the building, while retaining its historic integrity, may also be considered. Such improvements may include: rainwater harvesting, renewable energies, attic and floor insulation, interior window insulation, and radiant barriers.

e. ~~The Landmark Commission will review the scope of work in order to ensure conformance with the *Design Standards for Historic Properties of Galveston, Texas*. The Landmark Commission will also verify that the work was performed correctly before the tax "freeze" would be granted~~. The approval process is as follows:

   i. Eligibility. The Historic Preservation Officer (HPO) will review the scope of work in order to ensure conformance with the Design Standards for Historic Properties and the budget to ensure the threshold for participation is being met.

   ii. Verification. When the work is completed, the Landmark Commission will verify that the work was performed correctly and provide a recommendation to City Council.

   iii. Final Approval. Following confirmation of eligibility by the HPO ~~Upon approval~~ and verification by the Landmark Commission, the request will be forwarded to the City Council for final approval.

f. The tax "freeze" is transferable upon sale of the property.

***

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

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

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

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

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

APPROVED AS TO FORM:

_____
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 January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council
of the City of Galveston

City Council
Development Services Department
City of Galveston
January 23, 2020

19PA-056 STAFF REPORT

APPLICANT:
City of Galveston

REQUEST:
Amendment to the Financial Incentives for Historic Properties Program

EXHIBITS:
A – Proposed Amendment

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

Background:

On July 23, 2015, the City Council adopted Ordinance 15-059 establishing the Financial Incentives for Historic Properties Program. The Program consists of three components:

1. Incentive for new historic districts and Galveston Landmarks – 35% reduction in City taxes for five years;
2. Incentive for new Neighborhood Conservation Districts – 25% reduction in City taxes for five years; and
3. Substantial Rehabilitation for Historic Properties – tax freeze on City taxes for 10 years.

After discussion at a previous workshop, at the November 4, 2019 meeting, the Landmark Commission made a motion to request staff begin the process of amending the program to allow for administrative review of determinations of eligibility for the Substantial Rehabilitation for Historic Properties.

Executive Summary:
The following is a summary of the current situation:

1. Landmark Commission review is required for Certifications of eligibility for participation in the Financial Incentive for Historic Properties Program.
2. The Landmark Commission hears, on average, seven Tax Certification requests a year.
3. At the October 21, 2019 workshop, the Landmark Commission discussed changing the Tax Certification step from Commission approval to Staff approval.
4. The threshold for participation in the program is prescriptive – 50% of the assessed value of the structure per the Galveston Central Appraisal District. The Landmark Commission finds that it is appropriate for Staff to handle the determination of eligibility.
5. The discussion focused on saving time for the Commission, Staff, and the public and simplifying the process.

Other Reviews:
The Landmark Commission reviewed this request at the December 16, 2019 meeting and voted unanimously to recommend approval.

Staff Recommendation:
Staff recommends approval as submitted.

Respectfully Submitted,

_____ _____

Catherine Gorman, AICP
Assistant Director/HPO

Date

Attachment A

Financial Incentives for Historic Properties

1. **Substantial Rehabilitation for Historic Properties** – property owner invests at least 50% of value of the building and receives a 10-year "freeze" on City taxes. The property owner continues to pay City of Galveston taxes on the pre-improvement assessed value for 10 years. The property owner would pay taxes to the remainder of the taxing entities based on the current, post-improvement assessed value. The same benefit is proposed for both residential and commercial structures.

    a. In order to qualify for the program, the building must be located in a locally designated historic district or be designated as a Galveston Landmark. If located in a historic district, the building must be "Contributing" or "Compatible". Properties that are "Non-Contributing" may be considered if the proposed work would result in a reclassification to "Contributing" or "Compatible". Properties classified as "Intrusion" would not be eligible.

    b. The owner must invest an amount equal to at least 50% of the pre-improvement value of the property (i.e. the appraised value of the house per the Galveston Central Appraisal District, not including the land value, before the work begins). "Sweat equity," for labor provided by the property owner, may be included in the cost of work.

    c. Qualifying improvements must extend the life of the building, such as roof, foundation, and siding work; electrical, plumbing, and HVAC systems work; and any other related structural work. Other improvements, such as interior work may be considered upon commitment to competition of structural work.

    d. Improvements that increase the energy efficiency of the building, while retaining its historic integrity, may also be considered. Such improvements may include: rainwater harvesting, renewable energies, attic and floor insulation, interior window insulation, and radiant barriers.

    e. ~~The Landmark Commission will review the scope of work in order to ensure conformance with the *Design Standards for Historic Properties of Galveston, Texas*. The Landmark Commission will also verify that the work was performed correctly before the tax "freeze" would be granted.~~ The approval process is as follows:

        i. Eligibility. The Historic Preservation Officer (HPO) will review the scope of work in order to ensure conformance with the Design Standards for Historic Properties and the budget to ensure the threshold for participation is being met.

        ~~i.~~ii. Verification. When the work is completed, the Landmark Commission will verify that the work was performed correctly and provide a recommendation to City Council.

        ~~ii.~~iii. Final Approval. Following confirmation of eligibility by the HPO and ~~Upon approval and~~ verification by the Landmark Commission, the request will be forwarded to the City Council for final approval.

    ~~e.~~f. The tax "freeze" is transferable upon sale of the property.

2. **New Historic Districts and Galveston Landmarks** – 35% tax exemption on City taxes for all property owners in newly designated historic districts and for Galveston Landmarks. Tax exemption would last for a period of five years. Tax exemption for Galveston Landmarks only

applies for new designations outside of existing historic districts. The Tax Exemption shall be granted by City Council upon designation of new historic districts and Galveston Landmarks. The tax exemption is transferable upon sale of the property.

3. **New Neighborhood Conservation Districts** – 25% tax exemption on City taxes for all property owners in newly designated NCDs. Tax exemption would last for a period of five years. The tax exemption shall be granted by City Council upon designation of new Neighborhood Conservation Districts. The tax exemption is transferable upon sale of the property.

City of Galveston

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

January 23, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council
From: Michael W. Loftin, Assistant City Manager for Finance

RE: Consider an ordinance of the City of Galveston, Texas, amending the total operating budget for Fiscal Year ending September 30, 2019, by adjusting various budget accounts in the amounf of $1,935,861 to adjust and and properly record for expenditures in connection with distribution of two percent Cost of Living pay increase, contractual fees, separation pay, Island Transit subsidy and operating transfers for grant matching funds and for technology improvements.

I. Background

A. Ordinance 18-063 was approved by the City council on September 18, 2018 adopting the budget for FY 2019 (the Budget Ordinance).
B. On January 24, 2019, City Council adopted an ordinance amending the Budget Ordinance to appropriate budgeted funds to make a $13.5 million settlement payment to CDM Smith.
C. On July 25, 2019, City Council adopted an ordinance amending the Budget Ordinance a second time in FY 2019 to:
   1. Reestablish budgets originally established in FY 2018 for equipment delivered after September 30, 2018;
   2. Reflect the estimated effect at the end of FY 2019 of increasing the City's contribution to the Police Pension Fund from 14.83 to 17 percent of payroll; and
   3. Provide for pooled cash in the Combined Utility System Fund within the constraints that stem from the Budget, bond covenants and State law.
D. This ordinance addresses several budgetary issues that, as defined under Local Government Code section 102.010, require City Council action for municipal purposes.

II. Current Situation

A. The amendment includes changes anticipated and documented in the fourth quarter Budget Report for FY 2019 released on December 16, 2019. Go to https://www.galvestontx.gov/DocumentCenter/View/10215/FY19-Fourth-Quarter-Budget-Report. See the page and footnote reference as well as the comments from the Budget Report for the changes listed below.
   1. Certain General Fund Budgets are being increased and others decreased by $835,000 as follows:
      a. Major increases in General Fund include Island Transit largely to compensate for overestimated Federal Transit Administration operating grant monies ($355,626 – page four of the Budget Report and footnote 17), and the General Fund's share of Separation Pay for General Fund staff who

separated from the City, a group heavily comprised of public safety employees ($416,000 - page four and footnote 23).

b. Major decreases in General Fund include the Police Department Budget ($360,000 – page 3 and footnote 8) which Budget underrun was primarily the result of civilian vacancies in the Communications division, and

c. Minor increases and decreases in eleven departments, ten of which changes are under $20,000 with the eleventh change being a $72,000 decrease in the transfer to the Hurricane Harvey Fund (pages 2-4 in the Budget Report).

d. Certain grant related administration expenses that were originally incurred in a prior year with the thought these expenses would be charged to the grant. This amounted to $32,615 and affected a list of General Fund departments but is being recognized in a single budget for disclosure and grant close out purposes. (See attachment for further detail.)

e. Further, the local matching funds for andy Recovery Improvement Act grant purchases of equipment for the Street and Traffic departments were never set aside ($165,642)

2. Offsetting changes to special fund budgets so as to be a net zero change in the total Budget for this category of funds. (Note: None of Special Revenue Fund monies may be reallocated to each other for spending purposes. But all Special Fund Budgets are counted as a part of the total Budget for compliance with the seven percent increase cap provided in Article VII, Section 19 of the City Charter. This includes an increase to the Separation Pay fund ($440,000 – page 12 of the Budget Report), increase and decrease in the Seawall Parking Fund ($452,478 – page 8 of the Budget Report). An increase of $12,478 is required to the Rosenberg Library Fund Budget to reflect actual property tax revenue paid to the Library as required by the City Charter.

3. Also, the underrun in the Technology Services Budget as a part of the Central Services Internal Service Fund is being transferred to the Technology Improvement Fund for use in FY 2020 for continuing investment in technology ($450,000 – pages 20 and 32 of the Budget Report).

III. <u>Issues</u>

A. The City's budget exists to control and channel all city resources so as to benefit the community as approved by City Council. Amendments must therefore be made for municipal purposes as required by the State Budget Law (Chapter 102 of the Local Government Code).

B. The budget amounts being changed in the proposed ordinance are of a routine nature and in direct accord with the Adopted Budget and existing City financial policies.

C. The changes in policy regarding the Combined Utility System Fund and the Infrastructure and Debt Service Fund are necessary for efficient City operations and make best use of liquid city assets as described herein.

IV. <u>Recommendation</u>

Approve the ordinance as presented.

THIRD PAGE NO LETTERHEAD

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE TOTAL OPERATING BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2019, BY ADJUSTING VARIOUS BUDGET ACCOUNTS IN THE AMOUNT OF ONE MILLION NINE HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-ONE DOLLARS ($1,934,861) TO ADJUST AND PROPERLY RECORD FOR EXPENDITURES IN CONNECTION WITH DISTRIBUTION OF TWO PERCENT COST OF LIVING PAY INCREASE, CONTRACTUAL FEES, SEPARATION PAY, ISLAND TRANSIT SUBSIDY, GRANT RELATED EXPENDITURES NOT ELIGIBLE FOR REIMBURSEMENT AND OPERATING TRANSFERS FOR GRANT MATCHING FUNDS AND FOR TECHNOLOGY IMPROVEMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18, 2018, the Galveston City Council adopted Ordinance No. 18-063 authorizing an operating budget for Fiscal Year 2019; and

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

WHEREAS, on January 24, 2019, the Galveston City Council approved the first amendment to the Fiscal Year 2019 Operating Budget to adjust and properly record unforeseen expenses in connection with the legal settlement with CDM Smith; and

WHEREAS, on July 25, 2019, the Galveston City Council approved the second amendment to the Fiscal Year 2019 Operating Budget to adjust and properly record unforeseen expenses in connection with carry over appropriations from prior fiscal years including the purchase of water meters, vehicles, update of salary compensation study, police pension increase and CDBG-related expense

WHEREAS, since the adoption of the Fiscal Year 2019 budget, there has arisen a need to amend the Fiscal Year 2019 Operating Budget for the adjustment to various budget accounts to properly record settlement expenses; and

WHEREAS, the City Council finds it in the public interest to amend the total Fiscal Year 2019 Operating Budget by adjusting various budget accounts as outlined in **Attachments A, B, and C.**

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

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

SECTION 2. The City Council hereby authorizes an amendment in the amount of one million nine hundred thirty-five thousand eight hundred sixty-one dollars ($1,935,861) to the total Operating Budget for Fiscal Year 2019 as outlined in **Attachments A, B, and C;** incorporated herein for all intents and purposes.

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

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

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

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

APPROVED AS TO FORM

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at a Regular Meeting held on the 23rd day of January 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 January 2019.

_____
Secretary for the City Council
of the City of Galveston

ATTACHMENT A
Budget Amendment #3
FY2019

FY19 Budget Compliance	
OPERATING BUDGET SUMMARY	
FROM:	
GENERAL FUND	
Municipal Court	
Contractual Services	$18,500
City Attorney	
Attorney Fees	$20,000
Governmental Expenditures	
Transfer to Hurricane Harvey Fund	$211,300
Capital Outlay	$58,957
Police Department	
Personnel Services	$360,000
Emergency Management	
Personnel Services	$17,000
Public Works - Streets	
Personnel Services	$341,626
Code Enforcement	
Personnel Services	$6,000
Operating Budget Subtotal	**$1,033,383**
SPECIAL REVENUE FUNDS	
Seawall Parking Fund	
Capital Reserve	452,478
Special Revenue Transfer Subtotal	**$452,478**
OPERATING TRANSFERS	
Technology Services	
Transfer to Technology Improvement Fund	$450,000
Operating Transfers Subtotal	**$450,000**
GRAND TOTAL EXPENDITURES	$1,935,861

FY19 Budget Compliance	
OPERATING BUDGET SUMMARY	
TO:	
GENERAL FUND	
City Manager	
Personnel Services	$11,000
Finance Administration	
Contractual Services	$20,000
Human Resources	
Personnel Services	$7,500
Governmental Expenditures	
Transfer to Separation Pay Fund	$416,000
Operating Transfer Out to match Sandy Recovery Act Grant	$165,642
Prior Year Grant Expenditures	$32,615
Facilities Maintenance	
Justice Center Lease	$2,000
Fire Department	
Personnel Services	$17,000
City Marshal	
Personnel Services	$6,000
Transportation	
Transit Operations	$298,626
Capital Outlay - Improvement (Match)	$57,000
Operating Budget Subtotal	**$1,033,383**
SPECIAL REVENUE FUNDS	
Rosenberg Library	
Contributions	$12,478
Separation Pay Fund	
Separation Vacation Pay	$220,000
Separation Sick Pay	$220,000
Special Revenue Transfer Subtotal	**$452,478**
OPERATING TRANSFERS	
Technology Improvement Fund	
Operating Transfer In	$450,000
Operating Transfers Subtotal	**$450,000**
GRAND TOTAL EXPENDITURES	$1,935,861

ATTACHMENT B
Budget Amendment #3
FY2019

Charter Budget Growth Limit Compliance Page
Comparative Summary of Expenditures
Total Operating Expenditure Budget
(Modified Accrual)

Funding Source	Amended Budget 2018	Adopted Budget 2019	Budget Amendment #1 (Increase/ (Decrease)	Budget Amendment #2 (Increase/ (Decrease)	Budget Amendment #3 (Increase/ (Decrease)	Amended Budget 2019
Police	$19,573,771	$20,668,629	($413,000)	$204,743	($360,000)	$20,100,372
Fire	11,180,084	11,627,858	(158,589)	0	17,000	11,486,269
Emergency Management	257,569	247,763	(5,031)	0	(17,000)	225,732
Emergency Medical Service	566,400	566,200	0	0	0	566,200
Special Events	0	0	0	0	0	0
City Marshal	59,187	63,249	0	0	6,000	69,249
Streets	1,808,164	1,846,550	(12,186)	0	(341,626)	1,492,738
Traffic	2,103,584	2,097,682	(66,943)	0	0	2,030,739
Administration	864,544	970,971	0	0	0	970,971
Parks and Parkways	1,996,277	2,021,725	(63,558)	0	0	1,958,167
Planning	1,173,643	914,214	(80)	0	0	914,134
Code Enforcement	744,064	758,751	(608)	0	(6,000)	752,143
Building Inspection	632,839	672,039	(60,104)	0	0	611,935
Coastal Management	20,273	0	0	0	0	0
City Secretary	547,175	536,270	(11,000)	0	0	525,270
Elections	70,000	68,000	(1,000)	0	0	67,000
Municipal Court	764,670	667,871	(13,000)	0	(18,500)	636,371
City Manager	762,019	682,997	(14,000)	0	11,000	679,997
City Auditor	278,563	274,851	(5,500)	0	0	269,351
Legal	878,554	928,227	(19,000)	0	(20,000)	889,227
Human Resources	557,574	555,375	0	0	7,500	562,875
Transportation	915,000	600,000	(13,626)	0	355,626	942,000
Administration	297,269	368,569	(73,350)	0	20,000	315,219
Accounting	865,653	876,023	(82,671)	0	0	793,352
Purchasing	271,517	243,907	0	0	0	243,907
Budget	292,950	374,947	(78,073)	0	0	296,874
Taxation	265,449	270,000	0	0	0	270,000
Facility Maintenance	1,613,051	1,448,170	0	0	2,000	1,450,170
COLA Increases	254,000	250,933	0	0	0	250,933
Contractual Services	130,147	231,002	0	47,848		278,850
Vehicle Purchases	1,312,411	750,000	0	0	0	750,000
Capital Purchases	235,000	285,000	0	0	(58,957)	226,043
Fund Balance Contingency	1,953,547	2,500,000	(2,500,000)	0	0	0
Transfer to Separation Pay Fund	416,160	416,160	0	0	416,000	832,160
Transfer to Infrastructure Fund	3,275,010	3,912,769	0	0	0	3,912,769
Operating Transfer Out - Sandy Recovery Act	0	0	0	0	165,642	165,642
Transfer to Pension Reserve Fund	393,487	0	0	0	0	0
Transfer to Hurricane Harvey	2,446,453	1,576,876	(1,300,000)	(47,848)	(211,300)	17,728
Surplus Transfer Out	0	0	1,236,681	0	0	1,236,681
Transfer to Settlement & Capital Reserve Fund	0	0	4,891,319	0	0	4,891,319
Prior Year Expenditures - Grants	0	0	0	0	32,615	32,615
Total General Fund	$59,776,058	$60,273,578	$1,236,681	$204,743	$0	$61,715,002
Special Revenue Funds:						
Rosenberg Library	$2,853,700	$2,874,500	$0	$0	$12,478	$2,886,978
Seawall Parking	1,406,904	1,458,761	0	0	(452,478)	1,006,283
Convention Center Surplus	3,566,294	3,784,728	0	0	0	3,784,728
HOT 1/8 Historical Buildings	982,784	1,215,476	0	0	0	1,215,476
City Council Projects & Initiatives Program	1,810,323	753,163	0	0	0	753,163
Infrastructure Fund	7,731,638	7,674,620	0	0	0	7,674,620
Separation Pay Fund	474,360	474,360	0	0	440,000	914,360
Public Access Channel Fund	848,228	1,041,238	0	0	0	1,041,238
Parking Management Fund	1,026,179	1,252,553	0	0	0	1,252,553
Lasker Pool Fund	684,035	716,216	0	0	0	716,216
Pension Reform Fund	2,630,194	1,003,173	0	(204,743)	0	798,430
Revenue Producing Parks	0	241,330	0	0	0	241,330
Pocket Park One	69,499	0	0	0	0	0
Pocket Park Two	79,499	0	0	0	0	0
Asset Forfeiture Fund	247,749	135,037	0	0	0	135,037
Police Special Revenue Fund	97,643	118,743	0	0	0	118,743
Police Quartermaster Fund	86,660	91,010	0	0	0	91,010
Alarm Permit Fund	151,787	118,746	0	0	0	118,746
Fire Special Revenue Fund	54,002	45,046	0	0	0	45,046
Fund Balance - Budgeted but unappropriated	74,725	49,410	0	0	0	49,410
Municipal Court Technology Fund	116,667	137,709	0	0	0	137,709
Municipal Court Juvenile Services Fund	161,854	179,610	0	0	0	179,610
Settlement and Capital Reserve Fund	5,058,636	5,066,979	6,128,000	0	0	11,194,979
Technology Improvement Fund	968,091	1,286,438	0	0	450,000	1,736,438
Total	$31,181,451	$29,718,845	$6,128,000	($204,743)	$450,000	$36,092,103

ATTACHMENT B
Budget Amendment #3
FY2019

Debt Service Fund	$4,055,409	$5,192,812	$0	$0	$0	$5,192,812
Enterprise Funds:						
Waterworks	$22,619,658	$22,992,579	$0	$0	$0	$22,992,579
Sewer	16,042,438	15,938,984	0	750,000	0	16,688,984
Drainage Utility	3,030,237	3,557,790	0	180,000	0	3,737,790
Sanitation	6,923,296	7,411,185	0	0	0	7,411,185
Airport	1,905,550	1,707,109	0	0	0	1,707,109
Total	$50,521,179	$51,607,647	$0	$930,000	$0	$52,537,646
Operating Transfer Out	($6,531,110)	($5,905,805)	($4,828,000)	$47,848	($370,342)	($11,056,299)
Grand Total	$139,002,987	$140,887,078	$2,536,682	$977,848	$79,658	$144,481,264

Amount of growth under 7% cap $5,478,277

Fund Balance - Budgeted but Unappropriated

*Percent increase in the City's operating budget 3.94%

Not subject to the 7% budget cap

Internal Service Fund	Amended Budget 2018	Adopted Budget 2019	Budget Amendment #1	Budget Amendment #2	Budget Amendment #3	Amended Budget 2019
Central Services	$3,367,435	$4,429,705	$0	$0	($450,000)	$3,979,705
Casualty & Liability Insurance	$2,030,399	2,150,266	5,280,000	0	0	7,430,266
Workers' Compensation Insurance	$606,554	425,619	0	0	0	425,619
Health and Life Insurance	$8,039,000	9,060,000	0	0	0	9,060,000
Central Garage	$5,297,949	5,373,842	0	0	0	5,373,842
Capital Projects	$0	0	0	0	0	0
SubTotal	$19,341,337	$21,439,432	$5,280,000	$0	($450,000)	$26,269,432
Operating Transfer Out	$0	$0	($2,386,800)	$0	$0	($2,386,800)
Total Internal Service Fund	$19,341,337	$21,439,432	$2,893,200	$0	($450,000)	$23,882,632

Grant Funds	Amended Budget 2018	Adopted Budget 2019	Budget Amendment #1	Budget Amendment #2	Budget Amendment #3	Amended Budget 2019
Island Transit	$4,387,686	$4,423,785	$0	$0	$0	$4,423,785
Hurricane Harvey	3,818,564	2,510,952	0	(930,000)	0	1,580,952
Total	$8,206,250	$6,934,737	$0	($930,000)	$0	$6,004,737

ATTACHMENT C
Budget Amendment #3
FY2019

General Fund - Governmental Expenditures - Fund Balance Contingency	
Adopted Budget	**2,500,000**
Funding transferred to Operating Transfer Out to cover CDM Settlement.	(2,500,000)
Subtotal General Fund	**0**
Amended Budget for City Council Contingency	**$0**

GRANT RELATED EXPENSES INELIGIBLE FOR REIMBUBRSEMENT
PRIOR YEAR EXPENDITURES AND MATCHING FUNDS FOR FY2019

Fiscal Year	Fund Code	Fund Description	Org. Code	Organization Description	Account Code	Account Description	Activity Code	Activity Description	Date Activity Amount
Prior Year Expenditures									
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	FA	FIRE APPARATUS	1,337
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	DL	ECONOMIC DEVELOPMENT LOANS	7,352
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	CS	STD CONSTR. SPEC & DETAILS	762
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT			56
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	SRIA04	ST-110 EQUIPMENT PURCHASES	7,786
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	SRIA09	ST-108 EQUIPMENT PURCHASES	(84,836)
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	SRIA12	TR-101 EQUIPMENT PURCHASES	(8,671)
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	HB	HISTORIC BLDG. FRONT PRESV.	629
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	HB-1	2309-2311 Strand	1,717
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	HB-2	2317-2319 Strand	1,728
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	HB-3	1921 Market	226
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	LP	LEVEE PROJECT ASSESSMENT STUD	74
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	OR	CODE ORDINANCE REVISION	5,067
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	FS4	FIRE STATION NO. 4	12,216
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	SRIA04	ST-110 EQUIPMENT PURCHASES	(7,786)
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	RP	DOWNTOWN REDEVELOPMENT PLAN	237
19	0100	General Fund	170525	SRIA	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	SRIA04	ST-110 EQUIPMENT PURCHASES	(7,786)
19	0100	General Fund	170530	HURRICANE IKE	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT			25,313
19	0100	General Fund	211412	VICE AND NARCOTICS	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT			8,094
19	0100	General Fund	211414	COMMERCIAL VEHICLE ENFORCEMENT UNIT	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT			0
19	0100	General Fund	311501	STREETS	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT			31,599
19	0100	General Fund	915640	INFRASTRUCTURE PROJECTS	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT	FS1	FIRE STATION #1 W/PARKING	377
19	0100	General Fund	211413	OPERATIONS BUREAU	620000	PRIOR PERIOD EXPENDITURE ADJUSTMENT			37,125
								Subtotal	**32,615**
Matching funds for Sandy Recovery Act									
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	553025	OPERATING TRANSFERS-OUT	SRIA04	ST-110 EQUIPMENT PURCHASES	8,896
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	553025	OPERATING TRANSFERS-OUT	SRIA13	FD-116 FIRE STATIONS RENOVATIONS	63,404
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	553025	OPERATING TRANSFERS-OUT	SRIA12	TR-101 EQUIPMENT PURCHASES	8,671
19	0100	General Fund	170100	GOVERNMENTAL EXPENDITURES	553025	OPERATING TRANSFERS-OUT	SRIA09	ST-108 EQUIPMENT PURCHASES	84,671
								Subtotal	**165,642**
								Grand total	**198,257**

ORDINANCE NO. 20- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 2, "ADMINISTRATION" TO ADD PROVISIONS FOR THE OFFICE OF THE CITY MARSHAL; AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 22, "MUNICIPAL COURT" TO REMOVE PROVISIONS FOR THE OFFICE OF THE CITY MARSHAL; TO RENAME, RENUMBER AND REARRANGE THE CHAPTER(S) AS APPLICABLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston City Council seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, staff has reviewed various chapters of the City Code. Staff has made recommendations regarding the Office of the City Marshal and finds that the City Marshal is not under the authority of the Municipal Court. Staff recommends amending Chapter 2 and Chapter 22, respectively, to better clarify the office of the City Marshal; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 2, "Administration", and Chapter 22, "Municipal Court", of "The Code of The City of Galveston 1982, as amended," as provided below

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

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

SECTION 2. Chapter 2, "Administration" of "The Code of The City of Galveston 1982, as amended," is amended to provide as follows:

Chapter 2. Administration
Article II. – Officers and Employees

DIVISION 10. CITY MARSHAL
~~Sec. 2-127 - 2-130. Reserved~~
Sec. 2-127. - Appointment and duties of City Marshal.

There is hereby created the office of City Marshal. The City Manager, or designee, shall be responsible for may appointing the City Marshal as allocated in each year's budget. If appointed the City Marshal shall be certified by the Texas Commission on Law

Enforcement Officers Standards and Education as a peace officer. The duties of the City Marshal shall be as allowed by state law and as set forth in applicable job descriptions.

Sec. 2-128. - Authority of City Marshal.

(a) The City Marshal shall serve as a police officer and shall have full police authority in the exercise of assigned duties.

(b) The City Marshal shall not be deemed to be a member of the police department of the city or a member of the collective bargaining agreement between the city and the Galveston police union.

Sec. 2-129. - Oath of office and bond.

(a) Each City Marshal shall be required to take an oath of office before entering upon the discharge of duties. The oath shall be subscribed by the person taking it and shall be filed and preserved in the office of the City Secretary. The form of oath shall be as set forth by the City Secretary.

(b) Before entering upon the duties as City Marshal, each marshal shall give a good and sufficient surety company bond to the city in the amount as the city council may demand, duly approved by the city risk manager. The city shall pay the cost of such bond.

Sec. 2-130. Reserved.

SECTION 3. Chapter 22, "Municipal Court" of "The Code of The City of Galveston 1982, as amended," is amended to provide as follows:

~~ARTICLE V. - CITY MARSHAL~~

~~Sec. 22-55. - Appointment and duties of City Marshal.~~

~~There is hereby created the office of city marshal. The city manager, or designee, shall be responsible for may appointing the city marshal as allocated in each year's budget. If appointed the city marshal shall be a certified by the Texas Commission on Law Enforcement Officers Standards and Education as a peace officer. The duties of the city marshal shall be as allowed by state law and as set forth in applicable job descriptions.~~

~~Sec. 22-56. - Authority of City Marshal.~~

~~(a) The city marshal shall serve as a police officer and shall have full police authority in the exercise of assigned duties.~~

~~(b) The city marshal shall not be deemed to be a member of the police department of the city or a member of the collective bargaining agreement between the city and the Galveston police union.~~

~~Sec. 22-57. - Oath of office and bond.~~

~~(a) Each city marshal shall be required to take an oath of office before entering upon the discharge of duties. The oath shall be subscribed by the person taking it and shall be~~

~~filed and preserved in the office of the city secretary. The form of oath shall be as set forth by the city secretary.~~

~~(b)~~ ~~Before entering upon the duties as city marshal, each marshal shall give a good and sufficient surety company bond to the city in the amount as the city council may demand, duly approved by the city risk manager. The city shall pay the cost of such bond.~~

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

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

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

SECTION 7. This Ordinance shall be and become effective on, 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 January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council
Of the City of Galveston

ORDINANCE NO. 20- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 10, "BUILDING CODE", TO AMEND PERMIT REGULATIONS FOR CONSTRUCTION ACTIVITY; TO MAKE CLARIFICATIONS, RENAME, RENUMBER AND REARRANGE THE CHAPTER AS APPLICABLE; PROVIDING FOR PENALTIES AS APPLICABLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston City Council seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, staff has reviewed the regulations regarding construction permits and has made recommendations in furtherance of promoting the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, staff has recommended a timeframe of expiration pertaining to construction permits, provided for limited administrative powers of extension, provided for Building Board of Adjustment and Appeals review and provided for fees associated with staff's recommendations; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 10, "Building Code", of "The Code of The City of Galveston 1982, as amended," as provided below.

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

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

SECTION 2. Chapter 10, "Building Code", of "The Code of The City of Galveston 1982, as amended," is amended to provide as follows:

ARTICLE I. - INTERNATIONAL BUILDING CODE

***

Sec. ~~10-2.1.~~ 10-3 - Local building code amendments and supplements thereto.

***

Sec. 10-4. Timeframe for Permits for Construction Activity.

(a) *Expiration of permits.* Any building or other permit that authorizes construction activity in the city shall expire after 24 months of the date of its issuance regardless of the date construction activity was actually commenced.

(b) *Extension of Active Permits*:

(1) Upon request, the Development Services Department may extend a permit for a period not to exceed six (6) months, in accordance with the fee extension schedule.

(2) The Development Services Department shall review the request in regard to; but not limited to:

i. Compliance with requirements of original permit;
ii. Code violations: red tags, stop work orders, non-permitted work;
iii. Whether life and safety factors present to deny extension;
iv. Degree of active progress in project completion

(3) *Permit Extension fee:*

6 month extension - 50% of original permit fee

(4) A permit that has been extended by the Development Service Department expires within six months after the second (2nd) year anniversary of the date of the original permit issuance.

(c) Building Board of Adjustment and Appeals

(1) A permit may be extended upon application and determination of the Building Board of Adjustment and Appeals.

(2) A written application for extension shall be filed with the Department of Development Services within 20 days prior to the expiration of the applicant's original permit or extended permit.

(3) The Applicant shall:

i. demonstrate in writing that good cause exists for extending the permit;
ii. provide a timeline for completion of the work;
iii. demonstrate that appropriate measures will be taken to mitigate any negative effect of continued construction on nearby property owners or the public.

(4) If the Building Board of Adjustment and Appeals finds the permit shall be extended, the applicant shall pay the applicable fees in accordance with the following schedule:

3 month extension 12.5% of original permit fee;
6 month extension 25% of original permit fee;
9 month extension 37.5% of original permit fee;
12 month extension 50% of original permit fee.

(5) A decision by the Building Board of Adjustment and Appeals is a final decision. An appeal from a decision of the Building Board of Adjustment and Appeals may be filed by verified petition in state District Court, setting forth that the decision of the Building Board of Adjustments and Appeals is illegal, in whole or in part and specifying the grounds of the illegality. Petitions for appeal must be filed by the owner(s) or interested party within thirty (30) days of receipt of notice of the Order of the Building Board of Adjustments and Appeals.

(d) Abandoned Construction.
An abandoned construction site, structure or activity is a violation of the City Code of Galveston. The city may enter into legal proceedings to have an abandoned construction site, structure or activity removed and/or otherwise abated in accordance with city regulations or state law.

1. An Abandoned construction site, structure or activity includes; but is not limited to:
   a. A project that fails to obtain a certificate of occupancy where a certificate of occupancy is required;
   b. A project deemed dangerous and substandard pursuant to city code or state law;
   c. A project that has not passed a final inspection as required.
2. Permits expire on a project that is no longer deemed an active construction site.
3. Any associated construction material/ equipment engaged for the project shall be removed at the expense of the applicant or owner in accordance with city code or state law.

***

Sec. ~~10-2.2.~~ 10-4.1 Schedule of building permit fees; penalties.

***

~~Sec. 10-3. - Reserved.~~

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

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

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

SECTION 6. This Ordinance shall be and become effective on, 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 January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council
Of the City of Galveston

CITY OF GALVESTON - BUILDING DIVISION
P.O. Box 779
Galveston, Texas 77553
Phone: 409-797-3660
Email: planningcounter@galvestonTX.gov

To: City Council

From: Todd Sukup, Assistant Director of Development Services

Date: 1/16/2019

Re: Staff Report – Permit Deadlines

During April 2018 Council workshop staff proposed a draft for Council's review that dealt with limiting the length of construction permits. Staff has reworked the ordinance to address council's concerns.

The original proposal set a deadline at 12 months allowing staff to extend up to a year. An additional extension would have to be granted by the Building Board of Adjustment and Appeals.

The current proposal is less inclusive of all projects, focusing on the extreme cases. To comply with the Texas Local Government Code, the deadline was moved to 24 months. Additionally, a provision was added to include the removal of related construction equipment to include dumpsters upon the expiration of Building permits.

ORDINANCE NO. 20- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 18.5, "LEAD ABATEMENT", TO AMEND, UPDATE RULES, REGULATIONS, STANDARDS, AND DEFINITIONS; TO MAKE CLARIFICATIONS, RENAME, RENUMBER AND REARRANGE THE CHAPTER AS APPLICABLE; PROVIDING FOR PENALITIES AS APPLICABLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston City Council seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, staff has reviewed various Chapters of the City Code. Staff has made recommendations in order to update rules, regulations, standards and procedures and make clarifications, and modifications, as applicable to the Chapter in furtherance of promoting the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 18.5, "Lead Abatement", of "The Code of The City of Galveston 1982, as amended," as provided below.

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

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

SECTION 2. Chapter 18.5, "Lead Abatement", of "The Code of The City of Galveston 1982, as amended," is amended to provide as follows:

Sec. 18.5-1. - Application.

The provisions of this ~~ordinance~~ chapter shall apply to all residential and commercial structures, or parts removed from such structures; including but not limited to: doors, windows, shutters, or awnings, ~~within the corporate limits of the city~~ except for structures built after 1978. The provisions of this ~~ordinance~~ chapter shall not apply to piers; bridges; ships; boats, or other water vessels; or water storage tanks.

***

Sec. 18.5-3. - Definitions.

As used in this chapter, the following terms, phrases, words and their derivations shall have the meanings ascribed to them ~~below~~ unless the context clearly requires otherwise:

(a) *Exempt structure* ~~means~~ - a structure built after 1978 or a structure for which a certificate of exemption has been issued ~~as set forth in section 18.5-7 below~~.

(b) *Owner* ~~means~~ - a holder of any legal or equitable estate in the premises, whether alone or jointly with others, and whether in possession or not, and includes but is not limited to tenant or renter.

(c) *Power assisted equipment* includes but is not limited to, sand blasting, water blasting, power assisted sanders, and power assisted wire brushes.

(d) *Surface* ~~means~~ - the outermost materials of which a building is constructed including but not limited to plaster, putty, wood, plasterboard, concrete, brick and metal.

(e) *Process* ~~shall mean~~ - the manner of removal of a source of lead or abatement of the same.

(f) *Source of lead* ~~means~~ -any surface or applied surface coating~~,~~ which contains a quantity of lead more than six-hundredths (0.06) of one (1) percent lead by weight (calculated as lead metal) in the total nonvolatile content of a liquid coating~~;~~, or one-half (½) of one (1) percent lead in the dried film of a coating previously applied, or more than seven-tenths of one (1) milligram of lead per square centimeter (0.7 mg/cm^2) of surface when tested by a radioisotope x-ray fluorescent analyzer (XRF), or by a lab licensed by the Environmental Protection Agency or the State of Texas.

Sec. 18.5-4. - Hazard.

Any source of lead contained in an exposed surface or exposed coating of any structure or parts removed from such structure, shall be considered a health hazard.

Sec. 18.5-5. - Control of exterior paint removal.

(a) Unless structure is exempt, it shall be an offense for a person, or the owner of a structure to remove or to allow or authorize a person to remove exterior paint from a structure by a process not in accordance with this ~~ordinance~~ chapter or the laws of the state of Texas.

(b) Dropcloths. Dropcloths shall be used for the removal of exterior paint, regardless of the method of removal.

(1) Dropcloths shall be secured at the base of the work area of the structure;

(2) Dropcloths shall extend thirty (30) feet from the structure, or to the property line, whichever is less. With the consent of adjacent property owner(s) drop cloths shall extend onto adjacent property if the property line of the work site is less than thirty (30) feet;

(3) If a building has three (3) stories or more, dropcloths shall extend an additional five (5) feet for each story greater than two (2); and

(4) All ~~vegetarian~~ vegetation and soil shall be covered with dropcloths.

(5) After completion of work each day, the dropcloths shall be carefully rolled up and disposed of, and all paint or paint dust residue shall be removed from the premises, adjacent property and public rights-of-way, to the extent reasonably possible. All window sills or other ledges shall be brushed off; all debris and work areas shall be swept and wiped with water and a detergent containing

phosphate, or mopped with water and a detergent containing phosphate. ~~It is recommended that a detergent containing phosphate be used.~~

(c) All windows in the structure shall be kept closed during the paint removal process except when working on windows or window area.

(d) No work shall be conducted during rains, or when the wind speed exceeds fifteen (15) miles per hour or other weather conditions which the ~~Housing Department~~ City of Galveston determines to be unsafe for such work.

(e) Only individuals with a city lead abatement permit or individuals under the direct physical supervision of a person with such a permit may remove paint using power-assisted equipment. Direct physical supervision requires the person with the city permit to remain on the job site at all times when power assisted equipment is being used.

(f) If the method of paint removal is by power-assisted equipment, only methods taught in a city approved, or Environmental Protection Agency approved, or state approved course shall be used.

Sec. 18.5-6. - Permit requirement for exterior paint removal.

A permit shall be required for the removal of exterior paint if the removal is by power-assisted equipment. A separate permit shall be required for each location or work site.

(a) To obtain a permit for the removal of paint a person shall file with the city an application that provides the following information:

1. Name
2. Home address
3. Business address
4. Home telephone number
5. Business telephone numbers
6. ~~Facsimile number~~ Email address
7. Proof of satisfactory completion of a city approved, or EPA approved or other state approved course of training in lead abatement.

(b) Upon receipt of a completed application and receipt of a permit fee of twenty-five dollars ($25.00) ~~ten dollars ($10.00),~~ the city ~~planning and community development~~ Development Services Department shall issue the permit to the applicant.

(c) A permit issued under this section is nontransferable and shall expire one (1) year from date of issuance.

Sec. 18.5-7. - Certificate of exemption.

An owner may apply for a certificate of exemption by providing the Development Services Department proof that the structure has been inspected by a lab licensed by the

Environmental Protection Agency, or the state, and that the results of tests or lab analysis do not indicate a source of lead.

(a) The costs of such tests or lab analysis shall be at the owner's expense.

(b) Upon receipt of test or lab analysis showing that exterior source of lead has been abated, and certificate of exemption fee, the city shall deliver to the owner, in recordable form a certificate of exemption.

a. A Certificate of Exemption issued under this chapter is twenty-five dollars ($25.00).

~~To exempt a structure from the requirements of this section, an owner may apply for a certificate of exemption to be issued by the city planning and community development Department. If an owner wishes to obtain a certificate of exemption, the owner must furnish the city proof that the structure has been inspected by a lab licensed by the Environmental Protection Agency, or the state, and that the results of tests or lab analysis do not indicate a source of lead as defined in subsection 18.5-3(c) above. The costs of such tests or lab analysis shall be at the owner's expense. Upon receipt of test or lab analysis showing that exterior source of lead has been abated, the city shall deliver to the owner, in recordable form a certificate of exemption.~~

***

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

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

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

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

APPROVED AS TO FORM:

_____

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 January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council
Of the City of Galveston

ORDINANCE NO. 20- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 33.5, "TOBACCO PRODUCTS", TO AMEND, UPDATE RULES, REGULATIONS, STANDARDS, AND DEFINITIONS; TO MAKE CLARIFICATIONS, RENAME, RENUMBER AND REARRANGE THE CHAPTER AS APPLICABLE; PROVIDING FOR PENALTIES AS APPLICABLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston City Council seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, staff has reviewed various Chapters of the City Code. Staff has made recommendations in order to update rules, regulations, standards and procedures and make clarifications, and modifications, as applicable to the Chapter in furtherance of promoting the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, effective September 1, 2019, the Texas Legislature increased the legal age for the sale, distribution, possession, purchase, consumption or receipt of cigarettes, e-cigarettes or tobacco products from age 18 to 21; and,

WHEREAS, Texas law provides for two exceptions to the 21 year age requirement as provided in the Health and Safety Code, Sections, 161.084(b-1) and 161.082(f), which allows in part someone who was born on or before August 31, 2001 and who is at least 18 years of age and in the United States or state military forces to continue to purchase cigarettes, e-cigarettes or tobacco products; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 33.5, "Tobacco Products", of "The Code of The City of Galveston 1982, as amended," as provided below.

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

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

SECTION 2. Chapter 33.5, "Tobacco Products", of "The Code of The City of Galveston 1982, as amended," is amended to provide as follows:

Chapter 33.5 – Tobacco Products, Electronic Cigarettes, Vapor Products

Sec. 33.5-1. - Definitions.

The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

E-cigarette - "means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking. The term includes:

(A) a device described by this Article regardless of whether the device is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description; and

(B) a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Minor means a person under ~~18~~ 21 years of age per the Texas Health and Safety Code.

Person means an individual, corporation, partnership, and any other legal entity.

Tobacco product means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, or dipping tobacco.

Vapor products – means "electronic cigarettes (e-cigarettes) or any other device that uses a mechanical heating element, battery, or electronic circuit to deliver vapor that may include nicotine to the individual inhaling from the device, or any substance used to fill or refill the device.

Vending machine means any mechanical, electrical, or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses tobacco products, electronic cigarettes or vapor products.

Sec. 33.5-2. - Offenses.

(a) It shall be unlawful for any minor to possess any tobacco product, electronic cigarette or vapor product~~, unless the possession by the minor is in direct supervision of the parent or guardian of such person and in the privacy of the parent's or guardian's home~~.

(b) It shall be unlawful for a person to sell tobacco products, electronic cigarettes or vapor products to a minor as outlined in the Texas Health and Safety Code, Title 2, Health Chapter 161, Public Health Provisions, Section 161.081, Sale of Cigarettes, E-Cigarettes, or Tobacco Products to ~~Minors~~ Persons Younger than 21 Years of Age Prohibited; Proof of Age Required.

(c) It is unlawful for a minor to falsely state that he or she is ~~eighteen (18)~~ twenty-one (21) years of age or older or to present any document that indicates that he or she is ~~eighteen (18)~~ twenty-one (21) years of age or older to a person engaged in the selling of tobacco products.

Sec. 33.5-3. - Prohibited sales, delivery; signs.

(a) It shall be unlawful for any person to sell, offer for sale, give away, or deliver tobacco products, electronic cigarettes or vapor products to a minor.

(b) Signs informing the public of the age restrictions provided for herein shall be posted at or near every display of tobacco products, electronic cigarette or vapor products and on or upon every vending machine that offers tobacco products, electronic cigarettes or vapor products for sale. (Signs and decals supplied by the Texas Department of Health, Stock #4-171 and #4-171).

Sec. 33.5-4. - Minimum age to sell tobacco products, electronic cigarettes or vapor products.

It shall be unlawful for any person to engage, employ, or permit a minor to sell tobacco products, electronic cigarettes or vapor products.

Sec. 33.5-5. - Proximity to certain institutions.

It shall be unlawful for any person to sell, offer for sale, give away, or deliver tobacco products, electronic cigarettes or vapor products within one hundred (100) feet of any school, child care facility, or other building used for educational or recreational programs for minors.

Sec. 33.5-6. - Certain free distributions prohibited.

It shall be unlawful for any person in the business of selling or otherwise distributing promotion or advertising tobacco products, electronic cigarettes or vapor products, in the course of such person's business, to distribute, give away, or deliver tobacco products, electronic cigarettes or vapor products free of charge to any person on any right-of-way, park, playground, or other property owned by the city, any school district, any park district, or any public library.

Sec. 33.5-7. - Vending machines—Locking devices.

(a) It shall be unlawful for any person to sell or offer for sale, give away, deliver, or to keep with the intention of selling, giving away, or delivering tobacco products, electronic cigarettes or vapor products by use of vending machines, unless such vending machine is equipped with a manual, electric, or electronic locking device controlled by the person so as to prevent its operation by minors.

(b) Any premises where access is denied by persons under the age of ~~eighteen (18)~~ twenty-one (21) years is prohibited by law, or premises where the public is generally not permitted and where vending machines are strictly for the use of employees of

business located at such premises, shall be exempt from the requirements of section 33.5-7(a) above.

Sec. 33.5-8. - Enforcement.

The chief of police and any head of law enforcement agencies are encouraged to develop alternative enforcement strategies, which may include, but are not limited to counseling with minors and their parents or guardians, the issuance of citations (formal and/or warnings) to minors.

Sec. 33.5-9. – Exclusions and Defenses.

1. It shall be a defense to violation of this chapter if the minor is excluded as provided in the Texas Health and Safety Code. Exclusionary requirements include if and until amended:

   (a) Persons who are at least 18 years of age and in the United States military forces or state military forces and show at the time of purchase a valid military identification card; or

   (b) Persons born on or before August 31, 2001.

2. It shall be a defense to violation of this chapter if in accordance with the Texas Health and Safety Code, the use of persons younger than 21 years of age is to act as a minor decoy.

~~Sec. 33.5-9.~~ Sec. 33.5-10. - Penalty.

A violation of this chapter ~~article~~ shall constitute a Class C misdemeanor punishable upon conviction thereof by a fine not to exceed five hundred dollars ($500.00).

This Article is cumulative of other laws that regulate tobacco products, electronic cigarettes or vapor products (as described herein. This Article shall not be interpreted or construed to permit tobacco products, electronic cigarettes or vapor products where it is otherwise restricted by other applicable ordinances, laws or policies.

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

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

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

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

APPROVED AS TO FORM:

_____
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 January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council
Of the City of Galveston

ORDINANCE NO. 20- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 35, "VEHICLES FOR HIRE", TO AMEND, UPDATE REGULATIONS, STANDARDS, AND DEFINITIONS; ALLOW FOR REGULATION BY THE CITY MARSHAL'S OFFICE, TO MAKE CLARIFICATIONS, RENAME, RENUMBER AND REARRANGE THE CHAPTER AS APPLICABLE; PROVIDING FOR PENALTIES AS APPLICABLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston City Council seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, staff has reviewed various Chapters of the City Code. Staff has made recommendations in order to update rules, regulations, standards and procedures and make clarifications, and modifications, as applicable to the Chapter in furtherance of promoting the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 35, "Vehicles For Hire", of "The Code of The City of Galveston 1982, as amended," as provided below.

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

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

SECTION 2. Chapter 35, "Vehicles For Hire", of "The Code of The City of Galveston 1982, as amended," is amended to provide as follows:

Article I. – Ground Transportation Services ~~Taxicabs, Limousines, Buses, Shuttles, Pedicabs, And Horse Drawn Carriages~~
Division 1. - General Provisions

Sec. 35-1. - Statement of policy.

It is the policy of the city to provide for and to promote adequate and efficient ground transportation services, including but not limited to; taxicab, limousine, bus, shuttle, pedicab, and horse drawn carriage services in the city.

~~To this end, this~~ This chapter provides for the regulation of ground transportation, as defined herein, ~~taxicab, limousine, bus, shuttle, pedicab, and horse drawn carriage~~ rates and services, to

be carried out in a manner that protects the public health and safety, promotes the public convenience and necessity, and respects the concept of free enterprise.

Sec. 35-2. - General authority and duty of director.

The city manager and his or her designee ~~delegates~~ ~~who include a director and a taxicab inspector~~ shall enforce the provisions of this chapter. ~~The director shall implement and enforce this chapter as he determines necessary to discharge his duty under, or to effect the policy of this chapter.~~

Sec. 35-3. - Exclusions.

This chapter does not apply to:

(1) The transportation of a person by ground transportation ~~taxicab, limousine, bus, or shuttle~~ licensed or permitted by another governmental entity from a point outside the city to a destination inside the city, if the ground transportation ~~taxicab, limousine, or shuttle~~ leaves the city without receiving a passenger inside the city;

(2) Ground Transportation ~~A taxicab, limousine, bus or shuttle~~ service operated under state or federal authority unless the service is subject to the city's regulatory authority;

(3) A motor vehicle used to transport persons for hire that is regulated by other city ordinance;

(4) A vehicle operated by a funeral home in the performance of funeral services;

(5) A vehicle provided by an employer or employee association for use in transporting employees between employees' homes and the employer's place of business or between workstations, with the employees reimbursing the employer or employee association in an amount calculated only to offset the reasonable expenses of operating the vehicle;

(6) A vehicle owned and operated by the federal or state government, by a political subdivision of the state, or by a person under contract with the city for operation of the vehicle;

(7) A vehicle used in a carpool to transport the person and others on a prearranged basis between their homes and places of employment or places of common destination, if only a fee calculated to reasonably cover expenses is charged;

(8) A vehicle transporting children to or from school if only a fee calculated to reasonably cover expenses is charged; or

(9) A vehicle owned by a nonprofit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers.

(10) The prearranged transportation of persons by ground transportation ~~limousine, bus, or shuttle~~ licensed or permitted by another governmental entity from a point outside of the city limits to the Port of Galveston Cruise Ship Terminals and/or departing said cruise ship terminals to a drop-off point outside the city limits.

(11) The provisions of this chapter regarding pedicabs shall not apply to bicycle rentals or bicycle tours in which the customer pedals the bicycle on which he or she rides and are not, therefore, chauffeured by another person.

Sec. 35-4. - Definitions.
***

City chauffeur's ~~*license*~~ permit means a ~~*license*~~ permit issued to an individual by the director authorizing that individual to drive or operate a ground transportation ~~taxicab, limousine, bus, shuttle, pedicab, or horse drawn carriage~~ vehicle for hire in the city.

Department means the City Marshal's Office or department as designated by the city manager to enforce and administer this chapter.

~~*Department* means the city police department, as designated by the city manager to enforce and administer this chapter~~

Director means the ~~chief of police~~ City Marshal as ~~the director of the department~~ designated by the city manager to enforce and administer this chapter ~~and includes representatives, agents, or department employees designated by the director~~.

Ground transportation herein refers to taxicab, limousine, bus, shuttle, pedicab, and horse drawn carriage services.

Lawful order means a verbal or written directive issued by the city manager, or designee ~~the director, or his representatives~~, to include city police department officers, City Marshal Deputies, or the ~~taxicab~~ ground transportation inspector in the performance of official duties in the enforcement of this chapter and any rules and regulations promulgated under this chapter.

***

Shuttle means a van-type motor vehicle that shall not have a taximeter, that has a manufacturer's rated seating capacity of not less than seven (7) passengers and not more than fifteen (15) passengers and is used for the transportation of persons from a location in the city to another location either inside or outside the city.

(i) The shuttle service MUST be prearranged.

Taxicab means a chauffeured motor vehicle, but not including limousines, that is equipped with a taximeter, and that has a rated passenger capacity of eight (8) or less, used for the transportation of passengers for hire over the public streets of the city that typically operates on irregular routes, irregular schedules, and a call-and-demand basis, and irrespective of whether or not the operations extend beyond the city limits, at rates for distance traveled, or for waiting time, or for both, or at rates per hour, per day, per week, or per month and such vehicle is routed under the direction of the passenger hiring the same. The term does not include vehicles operated exclusively under any special contract carrying to or from any municipal airport to any point within the city, or through any part of the city.

Taxicab, limousine, bus, shuttle, or *pedicab service* herein is ground transportation service and means a passenger transportation service operated for hire that uses any one (1) or more of the following vehicle types: taxicabs, limousines, buses, shuttles, or pedicabs in the operation of the service and includes (but is not limited to) a facility from which the service is operated; taxicabs, limousines, buses, shuttles, or pedicabs used in the operation; and a person who owns, controls, or operates the service.

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DIVISION 3. - CITY CHAUFFEUR'S ~~*LICENSE*~~ PERMIT

Sec. 35-31. - City chauffeur's ~~*license*~~ permit required.

(a) A person may not drive or operate a ground transportation service ~~taxicab, limousine, bus, shuttle, pedicab, or horse drawn carriage~~ inside the city pursuant to this chapter without a valid city chauffeur's ~~*license*~~ permit issued to the person under this article.

(b) A ground transportation ~~taxicab, limousine, bus, shuttle service, pedicab, or horse drawn carriage~~ holder or owner shall not employ or contract with a driver or otherwise allow a person to drive for hire ground transportation ~~a taxicab, limousine, bus shuttle, pedicab, or horse drawn carriage~~ owned, controlled, or operated by the holder or owner unless the person has a valid city chauffeur's ~~*license*~~ permit issued under this article.

Sec. 35-32. - Qualification for city chauffeur's ~~*license*~~ permit.

(a) To qualify for a city chauffeur's ~~*license*~~ permit, an applicant shall:

(1) Be at least eighteen (18) years of age;

(2) Be currently authorized to work full-time in the United States;

(3) Hold a valid driver's license issued by the state;

***

Sec. 35-33. - Investigation of application.

(a) For the purpose of determining qualification under subsection 35-32(a)(5), the director shall require an applicant for an original city chauffeur's ~~*license*~~ permit to submit to a physical examination at applicant's expense conducted by a licensed physician and to furnish to the director a statement from the physician which certifies that the physician has examined the applicant and that in the physician's professional opinion the applicant is qualified under subsection 35-32(a)(5). A city chauffeur's ~~*license*~~ permit may be renewed upon application without the applicant being required to submit to a physical examination unless the director requires that the applicant for renewal submit to a physical examination at the applicant's expense and to furnish to the director a statement from the physician as described above.

(b) Upon request of the director, the ~~police department~~ City Marshal's Office shall investigate each applicant and furnish the director a report concerning applicant's qualification under subsection 35-32(a)(8). The municipal court shall furnish the director ~~a copy of the applicant's motor vehicle driving record and~~ a list of any warrants of arrest for the applicant that might be outstanding.

(c) The director may conduct such other investigations, as he considers necessary to determine whether an applicant for a city chauffeur's ~~*license*~~ permit is qualified.

Sec. 35-34. - Issuance and denial.

(a) If the director determines that an applicant is qualified, the director shall issue a ~~*license*~~ permit to the applicant.

(b) The director shall delay until final adjudication the approval of the application of any applicant who is under indictment for or has charges pending for:

(1) Any offense listed in subsection 35-32(a)(8)a., or criminal attempt to commit any of those; or

(2) Any offense involving driving while intoxicated.

(c) The director may deny the application for a city chauffeur's ~~*license*~~ permit if the applicant:

(1) Is not qualified under section 35-32;

(2) Refuses to submit to or does not pass a medical or written examination authorized under section 35-34;

(3) Makes a false statement of a material fact in his application for a city chauffeur's ~~*license*~~ permit.

(d) If the director determines that a ~~*license*~~ permit should be denied the applicant, the director shall notify the applicant in writing that his application is denied and include in the notice the reason for denial and a statement informing the applicant of his right of appeal in accordance with section 35-41 of this chapter.

Sec. 35-35. - Expiration or renewal of city chauffeur's ~~*license*~~ permit voidance upon suspension or revocation of state driver's license.

(a) A city chauffeur's ~~*license*~~ permit expires one (1) year from the date of issuance.

(b) A city chauffeur's ~~*license*~~ permit may be renewed upon application and qualification pursuant to sections 35-32 and 35-33 of this chapter.

(c) If a ~~*license's*~~ permittee's state driver's license is suspended or revoked by the state, his city chauffeur's ~~*license*~~ permit automatically becomes void. A Permittee ~~licensee~~ shall notify the director and the holder for whom he drives within three (3) days of a suspension or revocation of his driver's license by the state and shall immediately surrender his city chauffeur's ~~*license*~~ permit to the director.

Sec. 35-36. - Identification card requirements for vehicle for hire drivers.

(a) After the City Marshal ~~chief of police~~ has verified an applicant's fingerprints and after the director has authorized issuance of a city chauffeur's ~~*license*~~ permit, the city shall issue two (2) identification cards.

(b) One (1) card shall be at least one and three-fourths (1¾) inches by two (2) inches in dimension and shall contain the facial view photograph of the applicant which shall be worn fully visible to the public. The larger card shall be displayed in a place conspicuous to passengers inside the vehicle for hire at all times and shall include the following statement:

TO THE PASSENGER OF THIS VEHICLE FOR HIRE:

If the description of the driver of this vehicle does not conform to the photograph hereon, please leave the cab and notify the City Marshal's Office ~~Galveston Police Department~~ immediately, giving the number of vehicle for hire and the name of the vehicle for hire company.

(c) The driver shall conspicuously display a city chauffeur's ~~*license*~~ permit (1) identification card on the clothing of the driver's upper body when operating a vehicle for hire.

(d) A person desiring the issuance or renewal of taxicab identification cards shall pay an annual fee of ~~ten dollars ($10.00)~~ twenty-five dollars ($25.00) to the city.

Sec. 35-37. - Duplicate ~~*license*~~ permit.

If a city chauffeur's ~~*license*~~ permit is lost or destroyed, the director shall issue the permittee ~~licensee~~ a duplicate ~~*license*~~ permit upon payment to the city of a duplicate ~~*license*~~ permit fee of ~~ten dollars ($10.00)~~ twenty-five dollars ($25.00).

Sec. 35-38. - Display of ~~*license*~~ permit.

A ground transportation ~~taxicab, limousine, bus, shuttle, or pedicab~~ driver shall allow the director, ~~his~~ delegated representative, or a peace officer to examine the driver's city chauffeur's ~~*license*~~ permit upon request.

Sec. 35-39. - Suspension by designated representative.

(a) If a representative designated by the director to enforce this chapter determines that a ~~licensee~~ permittee has failed to comply with this chapter (except section 35-32) or a regulation established under this chapter, the representative may suspend the ground transportation ~~taxicab, limousine, bus, shuttle, pedicab, or horse drawn carriage~~ driver's license for a period of time not to exceed three (3) days by personally serving the ~~*licensee*~~ permittee with a written notice of the suspension. The written notice must include the reason for suspension, the date the suspension begins, the duration of the suspension, and a statement informing the ~~*licensee*~~ permittee of his right of appeal in accordance with subsections (b) and (c).

(b) A suspension under this section may be appealed to the director or his assistant if the ~~*licensee*~~ permittee requests an appeal at the time the representative serves notice of suspension. When appeal is requested, the suspension may not take effect until the director or his assistant provides a hearing.

(c) The director may order an expedited hearing under this section, to be held as soon as possible after the ~~*licensee*~~ permittee requests an appeal. The director may affirm, reverse, or modify the order of the representative. The decision of the director is final.

Sec. 35-40. - Suspension and revocation of chauffer's ~~*license*~~ permit.

(a) If the director determines that a ~~*licensee*~~ permittee has failed to comply with this chapter (except section 35-32) or a regulation established under this chapter, the director may suspend the driver's city chauffeur's ~~*license*~~ permit for a definite period of time not to exceed sixty (60) days.

(b) If at any time the director determines that a ~~*licensee*~~ permittee is not qualified under section 35-32, or is under indictment or has charges pending for any offense involving driving while intoxicated or any offense involving a crime described in section 35-32(a)(8)a. or criminal attempt to commit any of those offenses, the director shall suspend the city chauffeur's ~~*license*~~ permit until such time as the director determines that the ~~*licensee*~~ permittee is qualified or that the charges against the ~~*licensee*~~ permittee have been finally adjudicated.

(c) A ~~*licensee*~~ permittee whose city chauffeur's ~~*license*~~ permit is suspended shall not drive a ground transportation vehicle, ~~taxi cab, limousine, bus, shuttle, or pedicab~~ inside the city during the period of suspension.

(d) The director shall notify the ~~*licensee*~~ permittee and the holder in writing of a suspension under this section and include in the notice the reason for the suspension; the date the director orders the suspension to begin, the duration of suspension or if it is under subsection (b), and a statement informing the ~~*licensee*~~ permittee of a right of appeal. The period of

suspension begins on the date specified by the director or, in the case of an appeal, on the date ordered by the appeal hearing officer.

(e) The director may revoke a city chauffeur's ~~*license*~~ permit if the director determines that the ~~*licensee*~~ permittee:

(1) Operated a ground transportation vehicle ~~taxicab, limousine, bus, shuttle, pedicab, or horse drawn carriage~~ inside the city a period in which the city chauffeur's ~~*license*~~ permit was suspended;

(2) Made a false statement of a material fact in an application for a city chauffeur's ~~*license*~~ permit;

(3) Engaged in conduct that constitutes a ground for suspension under subsection (a), and received either a suspension in excess of three (3) days or a conviction for violation of this chapter, two (2) times within the 12-month period preceding the occurrence of the conduct or three (3) times within the 24-month period preceding the occurrence of the conduct;

(4) Engaged in conduct that could reasonably be determined to be detrimental to the public safety;

(5) Used, possessed, or was under the influence of any form of alcoholic beverage or narcotic, or drug while on duty as a driver of a vehicle for hire, whether or not such drug or narcotic is defined as a dangerous drug or as a controlled substance under state or federal law;

(6) Was convicted of any felony offense while holding a city chauffeur's ~~*license*~~ permit.

(f) A person whose city chauffeur's ~~*license*~~ permit is revoked shall not:

(1) Apply for another city chauffeur's ~~*license*~~ permit before the expiration of twelve (12) months from the date the director revokes the ~~*license*~~ permit or, in the case of an appeal, the date the appeal hearing officer affirms the revocation; or

(2) Drive ground transportation ~~a taxicab, limousine, bus, shuttle, pedicab, or horse drawn carriage~~ inside the city.

(g) The director shall notify the ~~*licensee*~~ permittee in writing of a revocation and include in the notice the reason for the revocation, the date the director orders the revocation, and a statement informing the ~~*licensee*~~ permittee of his right of appeal.

(h) After receipt of notice of suspension, revocation, or denial of ~~*license*~~ permit renewal, the ~~*licensee*~~ permittee shall, on the date specified in the notice, surrender his city chauffeur's ~~*license*~~ permit to the director and discontinue driving ground transportation ~~a taxicab, limousine, bus, shuttle, pedicab, or horse drawn~~ carriage inside the city.

(i) Notwithstanding subsections (c) and (h), if the ~~*licensee*~~ permittee appeals the suspension or revocation under this section, the ~~*licensee*~~ permittee may continue to drive ground transportation ~~a taxicab, limousine, bus, shuttle, pedicab, or horse drawn carriage~~ pending the appeal unless:

(1) The city chauffeur's ~~*license*~~ permit of the ~~*license*~~ permittee is suspended pursuant to subsection (b) or revoked pursuant to subsection (e)(6); or

(2) The director determines that continued operation by the ~~*licensee*~~ permittee would impose an immediate threat to public safety.

Sec. 35-41. - Appeal.

(a) A person may appeal the following decisions of the director if he requests an appeal in writing and delivers it to the city manager not more than ten (10) business days after receiving notice of the director's action:

(1) A denial of an application for a permit;

(2) A suspension or revocation of a permit;

(3) A denial of renewal of annual permit;

(4) Denial of a city chauffeur's ~~*license*~~ permit application;

(5) Suspension of a city chauffeur's ~~*license*~~ permit under section 35-40; or

(6) Revocation of a city chauffeur's ~~*license*~~ permit.

(b) The city manager or his designated representative shall act as the appeal hearing officer in an appeal hearing under this section. The hearing officer shall give the appealing party an opportunity to present evidence and make argument in his behalf. The formal rules of evidence do not apply to an appeal hearing under this section, and the hearing officer shall make his ruling on the basis of a preponderance of the evidence presented at the hearing.

(c) The hearing officer may affirm, modify, or reverse all or part of the action of the director being appealed. The decision of the hearing officer is final.

Sec. 35-42. - Falsification of a ~~*license*~~ permit.

A person commits an offense if he:

(1) Forges, alters, or counterfeits a city chauffeur's ~~*license*~~ permit badge, sticker, or emblem required by law; or

(2) Possesses a forged, altered, or counterfeited city chauffeur's ~~*license*~~ permit, badge, sticker, or emblem required by law.

Sec. 35-43. - Current mailing address of ~~*licensee*~~ permittee.

An individual issued a city chauffeur's ~~*license*~~ permit shall maintain a current mailing address on file with the director. The ~~*licensee*~~ permittee shall notify the taxi inspector of any change in this mailing address within five (5) business days of the change.

~~Secs. 35-44 – 35-50. - Reserved.~~

DIVISION 4. - MISCELLANEOUS HOLDER AND DRIVER REGULATIONS

Sec. 35-51. - Holder's and driver's duty to comply.

(a) *Holder*. In the operation of ground transportation ~~a taxicab, limousine, bus, shuttle, or pedicab service~~, a holder shall comply with the terms and conditions of the holder's operating authority and, except to the extent expressly provided otherwise by the operating authority, shall comply with this chapter, regulations established under this chapter, and other law applicable to the operation of ground transportation ~~a taxicab, limousine, bus, shuttle, or pedicab~~ service.

(b) *Driver*. While on duty, a driver shall comply with this chapter, regulations established under this chapter, other law applicable to the operation of a motor vehicle in this state, and orders issued by the holder employing or contracting with the driver in connection with the holder's discharging of its duty under its operating authority and this chapter.

Sec. 35-52. - Holder's duty to enforce compliance by drivers.

(a) A holder shall establish policy and take action to discourage, prevent, or correct violations of this chapter by drivers who are employed by or contracting with the holder.

(b) A holder shall not permit a driver who is employed by or contracting with the holder to drive ground transportation ~~a taxicab, limousine, bus, shuttle, or pedicab~~ if the holder knows or has reasonable cause to suspect that the driver has failed to comply with this chapter, the rules and regulations established by the director or other applicable law.

***

Sec. 35-54. - Insurance-~~taxicabs~~ ground transportation.

Every holder of a ~~*license*~~ permit to operate a ~~taxicab~~ ground transportation service pursuant to the provisions of this chapter shall maintain in full force and effect at all times a policy or policies of automobile liability and property damage insurance, with an insurance company or companies authorized to do business in Texas, covering each vehicle so used, in an amount not less than the minimum coverage required by state law. No ~~taxicab~~ ground transportation permit shall be issued or renewed unless the applicant has obtained for the vehicle involved a automobile liability insurance policy with an insurance company or companies authorized to do business in Texas with minimum limits as prescribed pursuant to state law. The applicant prior to issuance or renewal of the permit shall furnish satisfactory proof of such coverage. Said policy shall contain a clause requiring thirty (30) days notice be given to the city prior to cancellation. If such notice of cancellation is given by the insurance company, the ~~*licensee*~~ permittee shall obtain new insurance before meeting the requirements of this section prior to the expiration of the 30-day period; if the ~~*license*~~ permittee fails to do so his or her permit shall be immediately revoked.

Sec. 35-55. - Insurance-limousines.

Every holder of a ~~*license*~~ permit to operate a limousine service pursuant to the provisions of this chapter shall maintain in full force and effect at all times a policy or policies of automobile liability and property damage insurance with an insurance company or companies authorized to do business in Texas, covering each vehicle so used, in an amount not less than five hundred thousand dollars ($500,000.00) combined single limits. No ~~taxicab~~ ground transportation permit shall be issued or renewed unless the applicant has obtained for the vehicle involved a automobile liability insurance policy with an insurance company or companies authorized to do business in Texas with the required coverage. An applicant prior to the issuance or renewal of annual permit shall furnish satisfactory proof of such coverage. The holder shall furnish proof of such coverage by filing with the director a valid certificate of insurance, or in lieu thereof a true multiple original of any such policy. The policy shall contain a clause requiring thirty (30) days' notice be given to the city prior to cancellation. If the insurance company gives such notice of cancellation, the holder shall obtain new insurance before the expiration of the 30-day period; if the holder fails to do so his permit shall be immediately revoked.

Sec. 35-56. - Insurance-buses and shuttles.

Every holder of a ~~*license*~~ permit to operate a bus or shuttle vehicle service pursuant to the provisions of this chapter shall maintain in full force and effect at all times a policy or policies of

automobile liability and property damage insurance with an insurance company or companies authorized to do business in Texas, covering each vehicle so used, in an amount not less than five hundred thousand dollars ($500,000.00) combined single limits. No bus or shuttle vehicle permit shall be issued or renewed unless the applicant has obtained for the vehicle involved a automobile liability insurance policy with an insurance company or companies authorized to do business in Texas with the required coverage. An applicant prior to the issuance or renewal of annual permit shall furnish satisfactory proof of such coverage. The holder shall furnish proof of such coverage by filing with the director a valid certificate of insurance, or in lieu thereof a true multiple original of any such policy. The policy shall contain a clause requiring thirty (30) days' notice be given to the city prior to cancellation. If the insurance company gives such notice of cancellation, the holder shall obtain new insurance before the expiration of the 30-day period; if the holder fails to do so his permit shall be immediately revoked.

Sec. 35-56.1. - Insurance-pedicabs.

Every holder of a ~~*license*~~ permit to operate a pedicab service pursuant to the provisions of this chapter shall maintain in full force and effect at all times a policy or policies of liability and property damage insurance with an insurance company or companies authorized to do business in Texas, covering each vehicle so used, in an amount not less than five hundred thousand dollars ($500,000.00) combined single limits. No t~~axicab~~ ground transportation permit shall be issued or renewed unless the applicant has obtained for the vehicle involved a liability insurance policy with an insurance company or companies authorized to do business in Texas with the required coverage. An applicant prior to the issuance or renewal of annual permit shall furnish satisfactory proof of such coverage. The holder shall furnish proof of such coverage by filing with the director a valid certificate of insurance, or in lieu thereof a true multiple original of any such policy. The policy shall contain a clause requiring thirty (30) days' notice be given to the city prior to cancellation. If the insurance company gives such notice of cancellation, the holder shall obtain new insurance before the expiration of the thirty-day period; if the holder fails to do so his permit shall be immediately revoked.

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Sec. 35-58. - Holder's records and reports.

(a) Each holder shall maintain at a single location business records of its ground transportation ~~taxicab, limousine, [bus,] shuttle, or pedicab~~ service. The director may specify methods used in maintaining the records, and the director may require maintenance of certain records which he determines are necessary for monitoring the activities, operations, service, and safety record of a holder. A holder shall make its records available for inspection by the director at reasonable times upon request.

(b) Each holder shall submit to the director such annual and monthly reports concerning its ground transportation ~~taxicab, limousine, bus, shuttle, or pedicab~~ service as the director determines necessary to evaluate the holder's operations.

~~Secs. 35-59—35-65. - Reserved~~

DIVISION 5. - SERVICE REGULATIONS

Sec. 35-66. - City-wide ~~taxicab~~ ground transportation service required.

Except as otherwise provided by the holder's operating authority, a holder shall:

(1) Provide ~~taxicab~~ ground transportation service to the general public to and from any point inside the city that is accessible by public street, except that this provision does not require a holder to subject ~~a taxicab~~ ground transportation to mob violence or destruction;

(2) Answer each call received for service inside the city as soon as practicable, and if the service cannot be rendered within a reasonable time, the holder shall inform the caller of the reason for the delay and the approximate time required to answer the call; and

(3) Maintain a single station for the purpose of receiving calls and dispatching ~~taxicabs~~ ground transportation that is operational eighteen (18) hours each day.

Sec. 35-67. - Representation of availability of ~~taxicab~~ ground transportation.

A driver may not represent that his or her ~~taxicab~~ ground transportation is engaged when it is in fact vacant or vacant when it is in fact engaged.

Sec. 35-68. - Refusal to convey passengers by ~~taxicab~~ ground transportation.

(a) While operating a ~~taxicab~~ ground transportation a driver shall not refuse to convey a person who requests service unless:

(1) The person is disorderly;

(2) The driver is engaged in answering a previous request for service;

(3) The driver has reason to believe that the person is engaged in unlawful conduct; or

(4) The driver is in fear of his personal safety.

(b) While operating ~~a~~ ~~taxicab~~ ground transportation, a driver shall not refuse service requested by a radio dispatch when the location for pick up is within a reasonable distance from the location of the ~~taxicab~~ ground transportation.

Sec. 35-69. - Passenger limitations of ~~taxicab~~ ground transportation.

(a) While operating ~~a~~ ~~taxicab~~ ground transportation a driver on duty may carry only a person who is a paying passenger, unless the passenger is an employee of the ~~taxicab~~ ground transportation service that employs or contracts with the driver, a governmental inspector acting in an official capacity, or unless it is authorized by the holder's operating authority.

(b) A driver may not carry at the same time more persons than the designed seating capacity of the ~~taxicab~~ ground transportation.

(c) The director may establish rules governing passenger limitations, as illustrated by, but not limited to, cab sharing, cab pooling, and numbers of passengers with different destinations.

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Sec. 35-71. - Solicitation of passengers by ~~taxicab~~, ~~pedicabs, or shuttles~~ ~~taxicab~~ ground transportation.

A driver may not solicit passengers:

(1) From a location other than the driver's compartment or the immediate vicinity of the driver's ~~taxicab or pedicab~~ ground transportation;

(2) In a way that annoys or obstructs the movement of a person;

(3) By paying an employee of another business to solicit passengers for or give preferential treatment in directing passengers to the driver's ~~taxicab or pedicab~~ ground transportation; or

(4) Without using a ~~taxicab~~ ground transportation stand at a location where a ~~taxicab~~ ground transportation stand exists;

(5) Shuttle drivers may not solicit new customers or respond to hails.

a. The driver of a shuttle may pick up pre-arranged customers only.

Sec. 35-72. - Regulations for use of t~~taxicab~~ ground transportation stands.

(a) While using a ~~taxicab~~ ground transportation stand, a driver shall not:

(1) Go beyond twenty-five (25) feet of his ~~taxicab~~ ground transportation except to assist a passenger as reasonably necessary after being engaged;

(2) Interfere with the orderly progression of ~~taxicabs~~ ground transportation from the rear to the front of the ~~taxicab~~ ground transportation stand;

(3) Perform or allow to be performed repairs or maintenance on a ~~taxicab~~ ground transportation while parked on the ~~taxicab~~ ground transportation stand;

(4) Assign or sell his position in a ~~taxicab~~ ground transportation stand to another; or

(5) Interfere with a ~~taxicab~~ ground transportation entering ~~a taxicab~~ ground transportation stand on which there is a vacant space.

(b) A person shall not park a ~~taxicab~~ ground transportation on a ~~taxicab~~ ground transportation stand unless the ~~taxicab~~ ground transportation is for hire.

(c) A ~~taxicab~~ ground transportation left unattended in a ~~taxica~~b ground transportation stand is illegally parked and may be removed from the ~~taxicab~~ ground transportation stand and impounded as provided in this Code.

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Sec. 35-77. - Establishment of ~~taxicab~~ ground transportation stands.

(a) Subject to the approval of the director, the city may establish ~~taxicab~~ ground transportation stands of such character, number, and location as he determines are required by the public convenience and necessity.

(b) A holder desiring the establishment of a ~~taxicab~~ ground transportation stand must file a written request with the city manager.

Sec. 35-78. - Service regulations for business establishments requesting ~~taxicab~~ ground transportation for customers.

An employee of a business establishment, other than a ~~taxicab~~ ground transportation or pedicab service, who acts as an agent in obtaining ~~taxicab or pedicab~~ ground transportation service for prospective passengers shall not:

(1) Solicit nor accept payment from a driver in return for giving preferential treatment in directing passengers to a driver's taxicab or pedicab; or

(2) Interfere with the orderly progression of ~~taxicabs~~ ground transportation from the rear to the front of a ~~taxicab~~ ground transportation stand.

~~Secs. 35-79—39-85. - Reserved~~.

DIVISION 6. - RATES OF FARE FOR LIMOUSINE, BUS AND SHUTTLE VEHICLES

Sec. 35-86. - Rates of fare-~~taxicabs~~ ground transportation.

(a) A holder of a ~~taxicab~~ ground transportation permit may charge only rates of fare, which have been approved by the city council. A holder of a ~~taxicab~~ ground transportation permit may propose a change in its rates of fare by filing the proposal with the city secretary and the director for consideration by the city council.

(b) The city council shall hold a hearing to consider the proposed change in rates of fare. After the hearing the city council may approve, disapprove, or modify the proposed change.

Sec. 35-87. - Maximum ~~taxicab~~ ground transportation fares.

It shall be unlawful for any ~~taxicab~~ ground transportation company or driver to charge more than the following fares, as applicable:

(1) Three dollars ($3.00) for the first one-quarter (¼) of a mile;

(2) Sixty cents ($.60) for each one-fourth (¼) of a mile thereafter;

(3) Thirty dollars ($30.00) per hour metered time.

(4) There shall be a one dollar ($1.00) charge for each additional passenger going to the same location.

(5) No charge will be made for hand luggage.

(6) In the event two (2) or more ~~taxicab~~ ground transportation passengers are going to the same destination, the driver shall collect only one fare as recorded on the taximeter. If the passengers are going to different destinations, the driver shall clear his taximeter at the first destination and charge the first passenger the amount recorded on the taximeter, and then proceed to the next destination as though it were a completely new trip. Other destinations shall be treated likewise.

(7) ~~Taxicabs~~ Ground Transportation operating at the Port of Galveston Cruise Terminal may charge an amount as specified in section 35-121 as applicable.

Sec. 35-88. - Display of rate card by taxicab ground transportations.

(a) A holder shall provide the driver for each ~~taxicab~~ ground transportation operating under its authority, printed cards or stickers containing the approved rates of fare of the holder. There shall be posted in two conspicuous places on the inside of each ~~*licensed*~~ permitted ~~taxicab~~ ground transportation, a card of a size to be determined by the ~~taxicab~~ ground transportation inspector, showing the rates allowed to be charged.

(b) While operating a ~~taxicab~~ ground transportation for hire, a driver shall, in a manner approved by the director, prominently display two (2) rate cards or stickers inside the ~~taxicab~~ ground transportation and two (2) rate cards or stickers outside the ~~taxicab~~ ground transportation so that passengers can easily read them.

Sec. 35-89. - Computation of fares for ~~taxicabs~~ ground transportation.

Unless a holder's approved rates of fare or operating authority provide otherwise, a holder shall equip each ~~taxicab~~ ground transportation with a taximeter, and a driver shall charge only a fee as computed by the taximeter. However, a holder may authorize a driver to make a flat rate

charge for a trip to a destination which is not covered in the holder's approved rates of fare, if the taximeter is kept in operation while the ~~taxicab~~ ground transportation has a passenger within the scope of the area designated in the approved rates of fare.

Sec. 35-90. - Design and testing of taximeters; fees.

(a) A taximeter must accurately register in legible figures on the basis of both mileage and time under the rates and charges established in this article. Figures denoting the fare must be illuminated when the meter is activated.

(b) A taximeter must be mounted in a conspicuous location in the ~~taxicab~~ ground transportation in a manner approved by the director so that the face of the taximeter and the fare numerals may be easily seen and read by a passenger sitting in any part of the ~~taxicab~~ ground transportation. A taximeter must be equipped to indicate whether the ~~taxicab~~ ground transportation is engaged or vacant.

(c) If the taximeter employs a flag, the flag must project at least four (4) inches above the dashboard when in the non-earning position.

(d) The taximeter or its drive system must be sealed at all points at which components, if manipulated, could affect the function or accuracy of the taximeter.

(e) The design of a taximeter is subject to approval by the director to assure that it complies with this section. No taximeter shall be used on any ~~taxicab~~ ground transportation the type and design of which has not been approved by the director. Before installing a taximeter, ~~taxicab~~ ground transportation owners shall submit the type and design of taximeter to the ~~taxicab~~ ground transportation inspector. If the taximeter is capable of properly and accurately computing and registering on its face the charge for the distance traveled by and the waiting time of the ~~taxicab~~ ground transportation, the ~~taxicab~~ ground transportation inspector shall approve the taximeter. In case of refusal, the person so refused shall have the right of appeal to the director within ten (10) days from the date of such refusal, and such appeal shall be perfected by a letter addressed to the director, stating that an appeal from the decision of the ~~taxicab~~ ground transportation inspector is desired. If an appeal from the decision of the ~~taxicab~~ ground transportation inspector is perfected as above provided, the decision of the ~~taxicab~~ ground transportation inspector shall be suspended until passed upon by the director. Upon receiving such appeal, the director, as soon as practicable thereafter, shall hear such appeal and shall either sustain, modify, or reverse the decision of the ~~taxicab~~ ground transportation inspector, and shall forthwith certify the decision of the ~~taxicab~~ ground transportation inspector to the ~~*licensee*~~ permittee for observance. If no appeal is taken from the findings of the ~~taxicab~~ ground transportation inspector in the time as provided herein, the ruling of the ~~taxicab~~ ground transportation inspector shall be final.

(f) A holder shall cause each taximeter in ~~taxicab~~ ground transportation operating under its authority to be maintained in good operating condition and to be tested and sealed at least once each year in accordance with state and city weights and measures laws. The director may establish a schedule of regular testing days and times for purposes of this section.

(g) A person commits an offense if he operates a ~~taxicab~~ ground transportation that is:

(1) Not equipped with a taximeter; or

(2) Equipped with a taximeter that:

a. Does not have a current decal and lead seal authorized by the director;

b. Has been tampered with or altered; or

c. Incorrectly registers or computes ~~taxicab~~ ground transportation fares because of alterations to the ~~taxicab~~ ground transportation odometer, including, but not limited to, changes in the gears, tires, or wheels of the ~~taxicab~~ ground transportation.

(h) The following persons shall be responsible and subject to the penalty for a violation of subsection (g):

(1) The driver of the ~~taxicab~~ ground transportation.

(2) The owner of the ~~taxicab~~ ground transportation.

(3) The holder under whose authority the ~~taxicab~~ ground transportation is being operated.

(i) Proof of ~~taxicab~~ ground transportation ownership for purposes of this section may be made by a copy of the registration of the vehicle with the state showing the name of the person to whom the state license plates for the vehicle were issued. The person in whose name the ~~vehicle is~~ registered shall be prima facie the owner of the vehicle. If the vehicle is not currently registered, the person in whose name the vehicle was last registered shall be prima facie the owner of the vehicle.

Sec. 35-91. - ~~Taxicab~~ Ground transportation fare collection procedures.

(a) Before changing the taximeter to indicate that the ~~taxicab~~ ground transportation is vacant, a driver shall call the attention of the passenger to the amount of fare registered on the taximeter.

(b) Upon request by a person paying a fare, a driver shall give the person a legible receipt showing:

(1) The name of the holder under whose authority the ~~taxicab~~ ground transportation is operated;

(2) The ~~taxicab~~ ground transportation number;

(3) An itemized list of charges;

(4) The total amount of fare paid;

(5) The date of payment; and

(6) The driver's signature.

(c) A holder shall provide each driver operating a ~~taxicab~~ ground transportation under its authority with printed receipt forms adequate for providing the information required in subsection (b).

Sec. 35-92. - Rates of fare for ~~limousine, bus and shuttle~~ ground transportation vehicles

(a) A driver or holder shall not charge a fare for operating a limousine that is inconsistent with the rates authorized in the vehicle for hire operating authority.

(b) A holder desiring to change the authorized rates of fare must submit a written request to the director.

(c) The rates listed in the holder's operating authority must be strictly adhered to, and no change in rates may be implemented without written approval of the director.

(d) The director may require a holder to display rates on or within a limousine, bus, or shuttle vehicle in a manner prescribed by the director.

(e) At the request of a passenger, the driver or holder shall give the person paying a fare a ticket or receipt that indicates the name, address, and phone number of the vehicle for hire company and the amount of the fare.

(f) The use of any type of meter or measuring device to calculate rates of fare for limousine, bus, or shuttle vehicle service is prohibited.

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~~Secs. 35-94 – 35-99. - Reserved.~~

DIVISION 7. - VEHICLES AND EQUIPMENT

Sec. 35-100. - False representation as ~~taxicab~~ ground transportation vehicle.

(a) A person may not represent that a vehicle is a ~~taxicab~~ ground transportation vehicle if the vehicle is not in fact a ~~taxicab~~ ground transportation vehicle authorized by operating authority granted under this chapter.

(b) A person may not drive a vehicle in the city that is not a ~~taxicab~~ ground transportation vehicle if the vehicle is marked, painted, or equipped in a way that is likely to result in mistaking the vehicle for a ~~taxicab~~ ground transportation vehicle.

Sec. 35-101. - Vehicle requirements and inspections.

(a) The director may by regulation establish requirements for size, condition, and accessories of ground transportation vehicles used by a ~~taxicab, limousine, shuttle holder, or pedicab~~ ground transportation owner, or driver.

(b) The ground transportation ~~taxicab~~ inspector shall inspect each ground transportation vehicle ~~taxicab, limousine, bus, shuttle, or pedicab~~ for compliance with this chapter and regulations of the director, before it is placed in service, at regular inspections, and at such times as determined by the director or the ~~taxicab~~ ground transportation inspector. The ~~taxicab~~ ground transportation inspector shall complete a city inspection form and shall maintain such form as a public record. If any inspection reveals that the vehicle is unsafe or does not comply with the provisions of this state law the vehicle owner shall remove the vehicle from service.

(c) A holder, owner, or driver shall make a ground transportation vehicle ~~taxicab, bus, shuttle, or pedicab~~ available for inspection when ordered by the director or the ground transportation ~~taxicab~~ inspector. It shall be unlawful for any person to refuse to allow the taxicab inspector to inspect any vehicle used as a taxicab, limousine, bus, shuttle, or pedicab operating in the city pursuant to this chapter.

(d) If, upon inspection, the ground transportation ~~taxicab~~ inspector determines that a ~~taxicab, limousine, shuttle, or pedicab~~ ground transportation is not in compliance with this chapter or regulations of the director, the ground transportation ~~taxicab~~ inspector shall order the taxicab, limousine, [bus,] shuttle, or pedicab to be brought into compliance within a reasonable period of time and require it to be reinspected. The owner shall pay to the

director a ten dollar ($10.00) fee for each re-inspection of a taxicab, limousine, bus, shuttle, or pedicab that is required before it is brought into compliance.

(e) If a holder, owner, or driver fails to make a taxicab, limousine, bus, shuttle, or pedicab available for inspection or if the ground transportation ~~taxicab~~ inspector determines that a taxicab, limousine, bus, shuttle, or pedicab is not in compliance with this chapter or regulations of the director, the director may order the taxicab, limousine, shuttle, or pedicab removed from service until it is made available for inspection and brought into compliance.

(f) If the director determines that inspection of the mechanical condition or safety equipment of a taxicab, limousine, bus, shuttle, or pedicab by an expert mechanic or technician is necessary, the holder, owner, or driver shall pay the cost of the inspection.

(g) Before any taxicab, limousine, bus, or shuttle will be approved for service, the holder or owner shall provide the ground transportation ~~taxicab~~ inspector with a copy of the registration for the vehicle with the state, or a bill of sale if the vehicle is new and has not yet been registered, showing the name of the individual or holder owning the vehicle. The owner shown on the registration or bill of sale provided to the director shall notify the director of any change in ownership of the taxicab, limousine, or shuttle within ten (10) business days.

(h) Taxicab, limousine, bus, and shuttle inspections shall include, but not be limited to, the following items: vehicle identification number; taxicab number; date of purchase; foot brakes; emergency brake; head lamps; tail lamps; license plate lights; stool light; dome light; horn; windshield wipers; heating, ventilating, and air conditioning systems; current state inspection sticker; fire extinguisher; spare tire and trunk; the condition of the tires, passenger compartment, rearview mirrors; all windows; overall cleanliness; safety; condition of paint; color scheme; taximeter readings; rate card; required signage; fumes; state license plates and registration sticker; speedometer readings; mileage; steering; muffler and tail pipe; accuracy of taximeter; condition of the body of the vehicle and fenders.

(i) Each inspection may include a ground transportation ~~taxicab~~ inspector ride-along inspection ride of up to one (1) hour's duration as deemed necessary by the taxicab inspector.

Sec. 35-102. - Taxicab age limits.

(a) Subject to the following exceptions, a holder, owner, or driver commits an offense if he operates any vehicle as a ~~*licensed*~~ permitted taxicab in the city that is older than six (6) years:

(1) Regardless of the age of the vehicle, the city manager may waive this provision for special vehicles, such as classics and antiques. The city manager's decision shall be final;

(2) Any vehicle that is older than six (6) years but less than ten (10) years may be used as a ~~*licensed*~~ permitted taxicab upon permission of the taxicab inspector, subject to review by the director. The director's decision shall be final;

(b) For purposes of this section, vehicle age, for a vehicle purchased used, will be calculated from January 1 of the model year of the vehicle. If the vehicle is purchased new, age will be calculated from the date of purchase and the holder, owner, or driver shall present to the taxicab inspector:

(1) A certified copy of the vehicle's title stating the date of purchase and an odometer reading of no more than one thousand (1,000) miles at the time of purchase; and

(2) A manufacturer's certificate, as defined in Chapter 501 of the Texas Transportation Code, certifying that the vehicle has not been previously titled and has not been previously subject to retail sale.

(c) No vehicle may be placed in service for the first time as a taxicab, limousine, bus, or shuttle if it has been driven more than one hundred fifteen thousand (115,000) actual miles, which shall be determined from the odometer and title records.

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Sec. 35-106 - Taxicab display receptacle.

(a) Every taxicab must have a display receptacle approved by the director securely affixed to a conspicuous place on the dashboard. A display receptacle shall be at least six and one-fourth (6¼) inches by ten (10) inches in area, constructed of a rigid material, and designed to accommodate the following information in accordance with the required dimensions:

(1) At least a two-inch by two-inch colored passport-quality photograph of the driver, with the driver's name as it appears on the driver's Texas driver's license and the taxicab driver's ~~*license*~~ permit number placed under the photograph in block letters and numbers not less than three-sixteenths (3/16) inch high with at least a one-sixteenths (1/16) inch stroke, must be laminated as a single unit not less than two and one-fourth (2¼) inches by three and one-half (3½) inches.

(2) The company name in block letters not less than one-half (½) inch high with at least a one-eighth (1/8) inch stroke, with the taxicab number placed under it in block numbers and letters not less than three-fourths (¾) inch high with at least a three-sixteenths (3/16) inch stroke, must be laminated as a single unit not less than three (3) inches by two and one-half (2½) inches.

(3) Taxi rates in block numbers at least nine-sixteenths (9/16) inch high with at least a three-sixteenths (3/16) inch stroke and in block letters at least one-eighth (1/8) inch high with at least a one-thirtysecondths (1/32) inch stroke must be laminated as a single unit not less than six and one-half (6½) by six (6) inches.

(b) A holder, owner, or driver of a taxicab commits an offense if he operates or allows operation of a taxicab that is equipped with:

(1) No required display receptacle;

(2) A display receptacle that does not contain required information; or

(3) A display receptacle that contains insufficient or incorrect information.

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~~Secs. 35-109 – 35-120. - Reserved~~.

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~~Secs. 35-122 – 35-125. - Reserved.~~

DIVISION 9. - ENFORCEMENT

Sec. 35-126. - Authority to inspect.

The director, and his or her designee ~~delegates~~, to include the ~~taxicab~~ ground transportation inspector, may inspect ground transportation ~~a taxicab, limousine, bus, shuttle, or pedicab service~~ operating under this chapter to determine whether the service complies with this chapter, regulations established under this chapter, or other applicable law.

Sec. 35-127. - Removal of evidence of authorization.

Whenever a holder's operating authority of a taxicab, limousine, bus, shuttle, or pedicab driver's license is suspended, revoked, or denied or whenever a vehicle fails to pass inspection as a taxicab, limousine, bus, shuttle, or pedicab, the director may remove or require the surrender of all evidence of authorization as a holder, taxicab, limousine, bus, shuttle, or pedicab driver, or taxicab, limousine, bus, shuttle, or pedicab, including, but not limited to, removal or surrender of operating authority, ~~*licenses*~~ permits, decals, signs, insignia, radios, top lights, and meters if applicable.

Sec. 35-128. - Enforcement by City Marshal, police department and as designated by the City Manager.

Officers of the Marshal's office and police department shall assist in the enforcement of this chapter. A deputy marshal or police officer upon observing a violation of this chapter or the regulations established by the director, shall take necessary enforcement action to insure effective regulations of taxicab, limousine, bus, shuttle, or pedicab service.

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Sec. 35-130. - Service of notice.

(a) A holder shall designate and maintain a representative to receive service of notice required under this chapter to be given a holder and to serve notice required under this chapter to be given a driver employed by a holder.

(b) Notice required under this chapter to be given:

(1) A holder, or the holder's designated representative, must be personally served by the director, his delegate, or the taxicab inspector; or

(2) A driver ~~*licensed*~~ permitted by the city under division 3, must be personally served or sent by certified United States Mail, five-day return receipt requested, to the address, last known to the director, of the person to be notified, or to the designated representative for drivers.

(c) Notice required under this chapter to be given a person other than a driver ~~*licensed*~~ permitted under division 3 or a holder may be served in the manner prescribed by subsection (b)(2).

(d) Service executed in accordance with this section constitutes notice to the person to whom the notice is addressed. The date of service for notice that is mailed is the date received.

(e) This section does not apply to notice served under subsection 35-39(a).

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~~Secs. 35-133—35-137. - Reserved.~~

ARTICLE II. - HORSE DRAWN CARRIAGES

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Sec. 35-139. - Horse ~~*licenses*~~ permits and other records.

(a) No person shall permit, allow, use or offer the use of a horse in a carriage service, or in any other service in which horses are used to transport persons within the city limits unless such horse has been ~~*licensed*~~ permitted pursuant to the provisions of this subsection, or specific written authorization has been given by the city manager, or the city manager's designee.

(b) Only geldings and mares that are at least three (3) years old and that are determined by a licensed veterinarian to be capable of pulling a carriage, shall be used in a carriage service.

(c) Application for a horse ~~*license*~~ permit shall be made to the city department of planning and community development. All information requested by the city shall be provided before the application will be considered.

(d) Each application for a horse ~~*license*~~ permit shall include payment of five dollars ($5.00) for the application. The application fee is nonrefundable.

(e) A horse ~~*license*~~ permit shall be valid for twelve (12) months from the date of issuance unless the ~~license~~ permit is revoked.

(f) A horse ~~*license*~~ permit may be renewed upon submission of a renewal application that includes all information requested by the city, and payment of a horse ~~*license*~~ permit renewal fee in the amount of five dollars ($5.00).

(g) If a horse ~~*license*~~ permit is sold, assigned, leased, or otherwise transferred to another individual, partnership, business or other entity, the ~~*license*~~ permit holder shall notify the department of planning and community development in writing of the transfer within three (3) business days of the transfer of ownership.

(h) In addition to information requested on the application, the name and emergency phone number of the examining or treating veterinarian shall be listed on each ~~*license*~~ permit.

(i) The holder of the horse ~~*license*~~ permit at all times shall maintain the horse ~~*license*~~ permit at the stable where the horse is kept. Upon demand and without prior notice, the ~~*license*~~ permit holder shall produce the license for inspection by the city manager, the city manager's designee, any officer of the Galveston police department, or any veterinarian employed or contracted by the city.

(j) The holder of a horse ~~*license*~~ permit shall have a horse examined by a licensed veterinarian before the horse is placed into service and re-examined by a licensed veterinarian every six (6) months thereafter.

(k) The holder of a horse ~~*license*~~ permit shall maintain the following information on each horse and shall produce the information upon demand by the city manager, or the city manager's designee:

(1) Current veterinarian examination record;

(2) Current picture of the horse;

(3) Each year the weight of the horse shall be certified by a veterinarian;

(4) Description and location of any identifying characteristics, marks, or brands of the horse;

(5) Description of any mechanical lameness that does not cause pain or suffering to the horse;

(6) Annual immunization record, including but not limited to, rabies, Venezuelan equine encephalomyelitis, eastern and western equine encephalomyelitis, tetanus, influenza, and annual negative Coggins test;

(7) Immunization record indicating a negative Coggins test every year.

***

Sec. 35-144. - Animal health, care, and working conditions.

(a) *Health of animals.*

***

(5) Hooves of horses shall be trimmed and shoes reset with caulks or borium every eight (8) weeks. Shoes shall be maintained in a manner consistent with industry standards. The holder of the horse ~~*license*~~ permit upon demand shall provide proof that repairs have been made.

***

Sec. 35-145. - Driver requirements and conduct.

(a) All drivers shall comply with sections 35-31 through 35-43 regarding the requirements and procedures for a city chauffeur's ~~*license*~~ permit.

(b) When conditions of poor visibility exist, including but not limited to one-half (½) hour after sunset and one-half (½) hour before sunrise, a driver shall cause the front and tail lights of the carriage to be in operation.

(c) A driver shall not permit more passengers in a carriage than allowed by the carriage capacity.

(d) While on duty, drivers and all other employees of a carriage service shall dress neatly.

Sec. 35-146. - Penalties.

(a) Any person violating any of these rules and regulations shall be deemed guilty of a misdemeanor and shall, upon conviction thereof, be subject to a fine in any amount not to exceed five hundred dollars ($500.00).

(b) Each day a violation continues to exist shall constitute a separate offense.

(c) In lieu of, or in addition to, any criminal prosecution or civil remedy for the violation of any provision of these rules and regulations, the city manager, or the city manager's designee shall have, as to the holder of any permit ~~or license~~, the duty and authority to enforce the provisions of this article by administrative action. Administrative remedies that may be employed include, but are not limited to, revocation or temporary suspension of a permit ~~and license~~. This power includes the authority to remove or cause to be removed from any carriage any sticker or other evidence of a permit. In the event the city imposes administrative remedies, the following procedures shall apply:

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~~Secs. 35-147—35-199. - Reserved~~.

ARTICLE III. - SIGHTSEEING AND TOUR FRANCHISES
DIVISION 1. - GENERAL PROVISIONS

***

Sec. 35-203. - Definitions.

The definition of a term in this section applies to each grammatical variation of the term. In this chapter, unless the context requires a different definition:

Bus means a motor vehicle that shall not have a taximeter, that:

(1) Has a manufacturer's rated seating capacity of more than fifteen (15) passengers (including the driver); and

(2) Is used for the transportation of persons from a location in the city to another location either inside or outside the city.

City chauffeur's ~~*license*~~ permit means a ~~*license*~~ permit issued to an individual by the director authorizing that individual to drive or operate a taxicab, limousine, bus, shuttle, amphibious vehicle, or other vehicle used to provide commercial sightseeing and tour services in the city.

***

~~Secs. 35-204 – 35-210. - Reserved.~~

***

~~Secs. 34-224 – 35-230. - Reserved.~~

DIVISION 3. - CITY CHAUFFEUR'S ~~*license*~~ permit

Sec. 35-231. - City chauffeur's ~~*license*~~ permit required.

(a) A person may not drive or operate a vehicle being used to provide commercial sightseeing and tour services inside the city without a valid city chauffeur's ~~*license*~~ permit.

(b) A sightseeing and tour franchise holder or owner shall not employ or contract with a driver or otherwise allow a person to drive for a vehicle for hire owned, controlled, or operated by the franchise holder or owner unless the driver has a valid city chauffeur's ~~*license*~~ permit issued under this article.

Sec. 35-232. - Qualification for city chauffeur's ~~*license*~~ permit.

(a) To qualify for a city chauffeur's ~~*license*~~ permit, an applicant shall:

(1) Be at least twenty-one (21) years of age;

(2) Be currently authorized to work full-time in the United States;

(3) Hold a valid driver's license issued by the state;

(4) Be able to communicate in the English language;

(5) Not be afflicted with a physical or mental disease or disability that is likely to prevent the applicant from exercising ordinary and reasonable control over a motor vehicle or that is likely to otherwise endanger the public health or safety;

***

Sec. 35-233. - Investigation of application.

(a) For the purpose of determining qualification under subsection 35-232(a)(5), the director shall require an applicant for an original city chauffeur's ~~*license*~~ permit to submit to a physical examination at applicant's expense conducted by a licensed physician and to furnish to the director a statement from the physician which certifies that the physician has examined the applicant and that in the physician's professional opinion the applicant is qualified under section 35-232(a)(5). A city chauffeur's ~~*license*~~ permit may be renewed upon application without the applicant being required to submit to a physical examination unless the director requires that the applicant for renewal submit to a physical examination at the applicant's expense and to furnish to the director a statement from the physician as described above.

(b) Upon request of the director, the marshal's office ~~police department~~ shall investigate each applicant and furnish the director a report concerning applicant's qualification under subsection 35-232(a)(8). The municipal court shall furnish the director ~~a copy of the applicant's motor vehicle driving record and a~~ list of any warrants of arrest for the applicant that might be outstanding.

(c) The director may conduct such other investigations, as he considers necessary to determine whether an applicant for a city chauffeur's ~~*license*~~ permit is qualified.

Sec. 35-234. - Issuance and denial.

(a) If the director determines that an applicant is qualified, the director shall issue a ~~*license*~~ permit to the applicant.

(b) The director shall delay until final adjudication the approval of the application of any applicant who is under indictment for or has charges pending for:

(1) Any offense listed in section 35-232(a)(8)a., or criminal attempt to commit any of those; or

(2) Any offense involving driving while intoxicated.

(c) The director may deny the application for a city chauffeur's ~~*license*~~ permit if the applicant:

(1) Is not qualified under section 35-232;

(2) Refuses to submit to or does not pass a medical or written examination authorized under sections 35-233 or 35-232;

(3) Makes a false statement of a material fact in his application for a city chauffeur's ~~*license*~~ permit.

(d) If the director determines that a ~~*license*~~ permit should be denied the applicant, the director shall notify the applicant in writing that his application is denied and include in the notice the reason for denial and a statement informing the applicant of his right of appeal in accordance with section 35-241 of this chapter.

Sec. 35-235. - Expiration of city chauffeur's ~~*license*~~ permit; suspension or revocation of state driver's license.

(a) A city chauffeur's ~~*license*~~ permit expires one (1) year from the date of issuance.

(b) If a ~~*licensee's*~~ permittee's state driver's license is suspended or revoked by the state, his city chauffeur's ~~*license*~~ permit automatically becomes void. A ~~*licensee*~~ permittee shall notify the director and the holder for whom he drives within three (3) days of a suspension or

revocation of his driver's license by the state and shall immediately surrender his city chauffeur's ~~*license*~~ permit to the director.

Sec. 35-236. - Identification card requirements for vehicle for hire drivers.

(a) After the ~~chief of police~~ City Marshal has verified an applicant's fingerprints and after the director has authorized issuance of a city chauffeur's ~~*license*~~ permit, the city shall issue two (2) identification cards.

(b) One card shall be at least one and three-fourths (1 3 / 4) inches by two (2) inches in dimension and shall contain the facial view photograph of the applicant. The card shall be displayed in a place conspicuous to passengers inside the vehicle for hire at all times.

(c) The driver shall conspicuously display a city chauffeur's ~~*license*~~ permit (1) identification card on the clothing of the driver's upper body when operating a vehicle for hire.

(d) A person desiring the issuance or renewal of taxicab identification cards shall pay an annual fee of ~~ten dollars ($10.00)~~ twenty-five dollars ($25.00). to the city.

Sec. 35-237. - Duplicate city chauffeurs ~~license~~ permit.

If a city chauffeur's ~~license~~ permit is lost or destroyed, the director shall issue the ~~licensee~~ permittee a duplicate ~~license~~ permit upon payment to the city of a duplicate license fee of ~~ten dollars ($10.00)~~ twenty-five dollars ($25.00).

Sec. 35-238. - Display of ~~license~~ permit.

A driver shall allow the director, his delegated representative, or a peace officer to examine the driver's city chauffeur's ~~license~~ permit upon request.

Sec. 35-239. - Suspension by designated representative.

(a) If a representative designated by the director to enforce this chapter determines that a holder of a city chauffeurs ~~license~~ permit operating a sightseeing or tour vehicle has failed to comply with this chapter (except section 35-232) or a regulation established under this chapter, the representative may suspend the driver's city chauffeur's ~~license~~ permit for a period of time not to exceed three days by personally serving the ~~licensee~~ permittee with a written notice of the suspension. The written notice must include the reason for suspension, the date the suspension begins, the duration of the suspension, and a statement informing the ~~licensee~~ permittee of his right of appeal in accordance with subsection (b) and (c) of this section.

(b) A suspension under this section may be appealed to the director or ~~his assistant~~ designee if the ~~licensee~~ permittee requests an appeal at the time the representative serves notice of suspension. When appeal is requested, the suspension may not take effect until the director or his assistant provides a hearing.

(c) The director may order an expedited hearing under this section, to be held as soon as possible after the ~~licensee~~ permittee requests an appeal. The director may affirm, reverse, or modify the order of the representative. The decision of the director is final.

Sec. 35-240. - Suspension and revocation of city chauffeur's ~~license~~ permit.

(a) If the director determines that a ~~license~~ permit e has failed to comply with this chapter (except Section 35-232) or a regulation established under this chapter, the director may suspend the driver's city chauffeur's ~~license~~ permit for a definite period of time not to exceed 60 days.

(b) If at any time the director determines that a ~~license~~ permit e is not qualified under section 35-232, or is under indictment or has charges pending for any offense involving driving while intoxicated or any offense involving a crime described in subsection 35-232(a)(8)a. or criminal attempt to commit any of those offenses, the director shall suspend the city chauffeur's ~~license~~ permit until such time as the director determines that the ~~licensee~~ permittee is qualified or that the charges against the ~~license~~ permit e have been finally adjudicated.

(c) A ~~licensee~~ permittee whose city chauffeur's ~~license~~ permit is suspended shall not drive a vehicle for hire inside the city during the period of suspension.

(d) The director shall notify the ~~licensee~~ permittee and the holder in writing of a suspension under this section and include in the notice the reason for the suspension; the date the director orders the suspension to begin, the duration of suspension or if it is under subsection (b), and a statement informing the ~~licensee~~ permittee of a right of appeal. The period of suspension begins on the date specified by the director or, in the case of an appeal, on the date ordered by the appeal hearing officer.

(e) The director may revoke a city chauffeur's ~~license~~ permit if the director determines that the ~~licensee~~ permittee:

(1) Operated a taxicab, limousine, bus, shuttle or sightseeing and tour vehicle inside the city a period in which the city chauffeur's ~~license~~ permit was suspended;

(2) Made a false statement of a material fact in an application for a city chauffeur's ~~license~~ permit;

(3) Engaged in conduct that constitutes a ground for suspension under subsection (a), and received either a suspension in excess of three (3) days or a conviction for violation of this chapter, two (2) times within the 12-month period preceding the occurrence of the conduct or three (3) times within the 24-month period preceding the occurrence of the conduct;

(4) Engaged in conduct that could reasonably be determined to be detrimental to the public safety;

(5) Used, possessed, or was under the influence of any form of alcoholic beverage or narcotic, or drug while on duty as a driver of a vehicle for hire, whether or not such drug or narcotic is defined as a dangerous drug or as a controlled substance under state or federal law;

(6) Was convicted of any felony offense while holding a city chauffeur's ~~license~~ permit.

(f) A person whose city chauffeur's ~~license~~ permit is revoked shall not:

(1) Apply for another city chauffeur's ~~license~~ permit before the expiration of twelve (12) months from the date the director revokes the ~~license~~ permit or, in the case of an appeal, the date the appeal hearing officer affirms the revocation; or

(2) Drive any type of vehicle for hire described in this chapter inside the city.

(g) The director shall notify the ~~licensee~~ permittee in writing of a revocation and include in the notice the reason for the revocation, the date the director orders the revocation, and a statement informing the ~~licensee~~ permittee of ~~his~~ the right of appeal.

(h) After receipt of notice of suspension, revocation, or denial of ~~license~~ permit renewal, the ~~licensee~~ permittee shall, on the date specified in the notice, surrender his city chauffeur's ~~license~~ permit to the director and discontinue driving all vehicles for hire inside the city.

(i) Notwithstanding subsections (c) and (h), if the ~~licensee~~ permittee appeals the suspension or revocation under this section, the ~~licensee~~ permittee may continue to drive a taxicab, limousine, bus, shuttle or sightseeing and tour vehicle pending the appeal unless:

(1) The city chauffeur's ~~license~~ permit of the ~~licensee~~ permittee is suspended pursuant to subsection (b) or revoked pursuant to subsection (e)(6) of this section; or

(2) The director determines that continued operation by the ~~licensee~~ permittee would impose an immediate threat to public safety.

Sec. 35-241. - Appeal.

(a) A person may appeal the following decisions of the director if he requests an appeal in writing and delivers it to the city manager not more than ten (10) business days after receiving notice of the director's action:

(1) A suspension or revocation of a sightseeing and tour franchise;

(2) A denial of renewal of a sightseeing and tour franchise.

(3) Denial of a city chauffeur's ~~license~~ permit application;

(4) Suspension of a city chauffeur's ~~license~~ permit under section 35-240; or

(5) Revocation of a city chauffeur's ~~license~~ permit.

(b) The city manager or his designated representative shall act as the appeal-hearing officer in an appeal hearing under this section. The hearing officer shall give the appealing party an opportunity to present evidence and make argument in his behalf. The formal rules of evidence do not apply to an appeal hearing under this section, and the hearing officer shall make his ruling on the basis of a preponderance of the evidence presented at the hearing.

(c) The hearing officer may affirm, modify, or reverse all or part of the action of the director being appealed. The decision of the hearing officer is final.

Sec. 35-242. - Falsifying of a ~~license~~ permit.

A person commits an offense if he:

(1) Forges, alters, or counterfeits a city chauffeur's ~~license~~ permit, badge, sticker, or emblem required by law; or

(2) Possesses a forged, altered, or counterfeited city chauffeur's ~~license~~ permit, badge, sticker, or emblem required by law.

Sec. 35-243. - Current mailing address of ~~licensee~~ permittee.

An individual issued a city chauffeur's ~~license~~ permit shall maintain a current mailing address on file with the director. The ~~license~~ permit e shall notify the taxi inspector of any change in this mailing address within five (5) business days of the change.

~~Secs. 35-244 – 35-250. - Reserved.~~

DIVISION 4. - MISCELLANEOUS FRANCHISE HOLDER AND DRIVER REGULATIONS

Sec. 35-251. - Franchise holder's and driver's duty to comply.

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~~Secs. 35-256—35-265. - Reserved.~~
DIVISION 5. - SERVICE REGULATIONS
~~Sec. 35-271—39-279. - Reserved.~~
DIVISION 6. - FARES
***

~~Secs. 35-284—35-289. - Reserved~~.
DIVISION 7. - VEHICLES AND EQUIPMENT

***

Sec. 35-291. - Sightseeing and tour vehicle age limits.

(a) Subject to the following exceptions, a holder, owner, or driver commits an offense if he operates any vehicle as a ~~licensed~~ permitted sightseeing or tour vehicle in the city that is older than six (6) years:

(1) Regardless of the age of the vehicle, the city manager may waive this provision for special vehicles, such as classics and antiques. The city manager's decision shall be final;

(2) Any vehicle that is older than six (6) years but less than ten (10) years may be used as a sightseeing and tour vehicle upon permission of the taxicab inspector, subject to review by the director. The director's decision shall be final.

***

~~Secs. 35-296 – 35-299. - Reserved.~~

DIVISION 9. - ENFORCEMENT

Sec. 35-300. - Authority to inspect.

The director, and his or her designee ~~delegates~~, to include the ~~taxicab~~ ground transportation inspector, may inspect a taxicab, limousine, bus, shuttle or sightseeing and tour service vehicle operating under this chapter to determine whether the vehicle or service complies with this chapter, regulations established under this chapter, or other applicable law.

Sec. 35-301. - Removal of evidence of authorization.

Whenever a holder's franchise, or a driver's chauffeur's ~~license~~ permit is suspended, revoked, or denied or whenever a vehicle fails to pass inspection as a vehicle for hire, the director may remove or require the removal or surrender of all evidence of authorization as a franchise holder, city chauffeur's ~~license~~ permit driver, or vehicle for hire, including, but not limited to, the removal or surrender of licenses, decals, signs, insignia, radios, top lights, and meters if applicable.

Sec. 35-302. - Enforcement by City Marshal's Office and police department.

Officers of the marshal's office and police department shall assist in the enforcement of this chapter. A police officer upon observing a violation of this chapter or the regulations established by the director, shall take necessary enforcement action to insure effective regulation vehicles for hire used in providing sightseeing and tour services.

***

Sec. 35-304. - Service of notice.

(a) A franchise holder shall designate and maintain a representative to receive service of notice required under this chapter to be given a holder and to serve notice required under this chapter to be given a driver employed by a holder.

(b) Notice required under this chapter may be given by any of the following methods:

(1) Notice to a franchise holder:

a. By personal service of the notice to a franchise holder or to the franchise holder's designated representative; or

b. By certified United States Mail, five-day return receipt requested, addressed to either the business address or home address of franchise holder listed in the franchise agreement; or,

c. By regular United States Mail to the business or home address of the franchise holder; or,

d. By personally delivering a notice addressed to the franchise holder to a driver of one of the franchise holder's sightseeing and tour vehicle drivers if said driver currently holds a city chauffeur's ~~license~~ permit.

e. Personal delivery of notice shall be by the director, his delegate, or the taxicab inspector;

(2) Notice to a driver of a vehicle for a sightseeing and tour vehicle:

a. By personal service of notice on the driver; or,

b. By certified United States Mail, five-day return receipt requested, to the home address of the driver listed in the driver's chauffeurs ~~license~~ permit application or to the business address of the franchise holder who employs the driver; or,

c. By regular United States Mail addressed to either the home address of the driver, or the business address of the franchise holder who employs a driver.

d. Personal delivery of notice shall be by the director, his delegate, or the taxicab inspector.

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~~ARTICLE IV. - RESERVED~~
~~Secs. 35-307 – 35-347. - Reserved.~~

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

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

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

SECTION 6. This Ordinance shall be and become effective on, 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 January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council
Of the City of Galveston

ORDINANCE NO. 20- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 37, "WRECKERS, TOW AND STORAGE FACILITY", TO ALLOW REGULATION BY THE CITY MARSHAL'S OFFICE, TO MAKE CLARIFICATIONS, RENAME, RENUMBER AND REARRANGE THE CHAPTER AS APPLICABLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston City Council seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, the City Manager has designated the City Marshal's Office to regulate Chapter 37, "Wreckers, Tow and Storage Facility", of "The Code of The City of Galveston 1982, as amended," in furtherance of promoting the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 37, "Wreckers, Tow and Storage Facility", of "The Code of The City of Galveston 1982, as amended," to provide for regulation by the City Marshal's Office as provided below.

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

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

SECTION 2. Chapter 37, "Wreckers, Tow and Storage Facility", of "The Code of The City of Galveston 1982, as amended," is amended to provide as follows:

Sec. 37-1 Purpose and Scope

1. The City, pursuant to the authority granted by state law, in order to protect the public, to protect the rights of persons whose vehicles may be towed, to maintain safe and efficient operating rules, and to preserve the peace of the community, hereby engages in the licensing and regulation of business enterprises engaged in the incident management towing, removing and storing of motor vehicles in the incorporated areas of the City.
2. The purpose and intent of this Chapter is to regulate incident management tows initiated by a City official, Police Officer to the extent not pre-empted by federal

or state law. This Chapter shall not apply to consent tows from public or private property within the City.

3. The City Manager and/or its designee, the Galveston City Marshal's Office (GMO), is authorized to enforce these rules. The Galveston City Marshal's Office shall be referred to as GMO herein.
4. No person shall operate a wrecker or heavy duty wrecker in the incorporated areas of the City on incident management towed vehicles unless the wrecker has been registered and permitted with the Galveston City Marshal.
    a. For the purposes of this subchapter, a PERSON shall mean a sole proprietor, partnership, corporation or LLC. Multiple assumed names or DBAs of a person shall not be permitted. This subchapter does not apply to a consent tow.
5. No person or business entity shall operate a vehicle storage facility for the storage of vehicles that have been towed as incident management tows under this subchapter unless the facility is registered with the state and meets all state requirements.
6. This subchapter must be liberally construed to give effect to its purpose and intent, and the City Marshal is the final authority, unless superseded by state regulations.

~~Sec. 37 – 1.~~ 37 -2.– Definitions

~~For the purpose of this code, the following words and phrases shall have the following meanings:~~

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***

Application. The written application form approved by the GMO and all required documentation and all applicable fees.

***

City Manager and its designee for the purposes of this Chapter shall mean the Galveston City Marshal's Office (GMO).

Commission. The Texas Commission of Licensing and Regulation.

***

Department. The City of Galveston's Marshal's Office is the department designated by the city manager to oversee and enforce this Chapter.

~~*Department*. The department designated by the city manager to oversee and enforce the chapter~~.

***

Heavy Duty Tow List. The GOM shall maintain a master list of all permitted wrecker companies to be utilized in the event of a heavy duty tow.

***

Incident Management Tow. Any tow of a vehicle in which the wrecker is dispatched to the scene of a traffic accident or incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene.

Incident Management Tow List (tow list"). The GOM shall keep a master list, known as the Incident Management Tow list, in permit number order, of all wrecker companies permitted under the provisions of this subchapter. Wreckers for incident management tows shall be dispatched from this list by order of rotation.

***

Law Enforcement Officer. A City Marshal, City Police Officer, or a Peace Officer for a law enforcement agency located in the county or state. (See Tex. Code C.C.P. Ch. 2, Art. 2.12.)

***

Person. A sole proprietor, partnership, corporation, Limited Liability Company (LLC), an assumed name, or doing business as (DBA) shall be considered a person for the purposes of this subchapter. For the purposes of this subchapter, multiple assumed names or DBAs of a person shall not be permitted.

~~*Person*. An individual, a corporation, partnership, joint venture, association, or other business entity.~~

***

Wrecker Permit. A permit issued by the City Marshal authorizing a specific wrecker to perform incident management tows.

***

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

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

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City

Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 6. This Ordinance shall be and become effective on and from 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 January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council
Of the City of Galveston

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF GALVESTON
AND
THE GALVESTON INDEPENDENT SCHOOL DISTRICT

This Interlocal Contract (the "Agreement") is made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **CITY OF GALVESTON, TEXAS** ("City") and the **GALVESTON INDEPENDENT SCHOOL DISTRICT** ("GISD").

WHEREAS, pursuant to the Act, the City is authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, GISD is an eligible entity under the Act and desires to contract with the City on the terms described herein; and,

WHEREAS, both the City and GISD are authorized by law to perform the services as set forth in this Agreement; and

WHEREAS, the City and GISD desire to enter in this Agreement for the purpose of allowing the City to occupy a certain portion of real property owned by GISD for municipal purposes,

NOW, THEREFORE, the City and the GISD agree to the following terms, covenants, and conditions:

1. GISD own in fee simple a certain parcel of real property located at the intersection of 83rd Street and Terminal Drive in the City of Galveston. The parcel consists of approximately 7.9 acres of largely unimproved real estate; there exists on the parcel a dilapidated former storage building which requires removal. A depiction of the parcel appears on the attached Exhibit A.

2. GISD does hereby convey said 7.9 acres to the City for its use as recreation and exercise area for citizens and their dogs

3. GISD and the City agree that in its present state the parcel is currently not suitable as a recreation area. The City will make certain improvements to make the parcel suitable for recreation and exercise for citizens and their dogs, including but not limited to:

    a. Removal for the present storage structure on the parcel;
    b. Mowing of the parcel and removal of trash, debris and undesirable vegetation from the parcel;
    c. Placement of fencing of a nature and type deemed sufficient by the City in its sole discretion to allow the parcel to be suitable for use as a recreation and exercise area for citizens and their dogs; and

d. Any other improvement which in the sole opinion of the City would enhance the parcel as recreation and exercise area for citizens and their dogs;
e. The City shall maintain the property in a condition suitable for use as a recreation and exercise area for citizens and their dogs; no maintenance of the property shall be required of GISD while the City occupies the parcel under this agreement.

4. GISD does hereby gives its consent to the City's activities as set forth above and no further permission or authorization is required from GISD before the City moves forward to make the parcel suitable for use as a recreation and exercise area for citizens and their dogs.

5. GISD conveys the parcel to the City effective March 1, 2020 until February 28, 2021. If the GISD determines to terminate this agreement effective February 28, 2021, GISD shall notify the City ninety day prior to the expiration of this agreement. If this agreement is not terminated as of February 28, 2021, it shall continue in force and effect on a yearly basis thereafter but may be terminated by either party through the issuance of a ninety-day notice. Such conveyance notwithstanding, title to the parcel shall remain with GISD at all times.

6. In the event a termination of agreement is issued by either party to this agreement, GISD will in writing notify the City within ten days of the date of receipt of such notice whether GISD desires to retain the improvements placed on the parcel and keep them in place. In the absence of such a notice, the City shall remove all improvements it has placed on the parcel and utilize them as the City sees fit.

7. The improvements made by the City to the parcel as set forth herein, as well as the provision of insurance as set forth in this agreement, shall form good and sufficient consideration to support this conveyance, and the adequacy of such consideration is expressly acknowledged by GISD.

8. The parties contemplate the recreation and exercise area for citizens and their dogs will be utilized by citizens at no charge. If however, a vendor proposes to have a dog related event or posts fee based advertising at the park, the City will handle the permitting. Any net revenues generated will be divided equally between the City and GISD. Any amount due and payable to GISD due to such an event will be paid by the City within ten days of the receipt of payment by the vendor.

9. The City participates in an intergovernmental; risk pool to protect it from claims for injuries from people utilizing its facilities. The City will list the parcel conveyed by this agreement with the risk pool and shall name GISD as an additional party protected from claims of injuries by individuals using the parcel made the subject of this agreement.

10. This Agreement represents the entire agreement by and between the parties except as otherwise provided in this Agreement. It may not be amended or supplemented, except by written agreement duly executed by all parties.

11. Neither party shall have the right to transfer or assign its interest in this Agreement without the prior written consent of the other party. The parties agree that such consent shall not be unreasonably withheld.

12. Each party further agrees that it shall take any and all necessary steps and sign execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have effect of prohibiting or hindering the performance of the party to this Agreement.

13. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same Agreement.

14. Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

    To: City Manager, City of Galveston
    P.O. Box 779
    Galveston, Texas 77553

    To: GISD
    Superintendent of Schools
    3904 Avenue, T
    Galveston, Texas 77550

    Either party hereby reserves the right to designate to the other party any change of name, change of person, or address to which the notices shall be sent.

15. This Agreement and the exhibits attached hereto and incorporated herein, if any, contain the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth herein and duly executed in writing. No agreement of any kind shall be binding upon either party unless and until the same has been made in writing and duly executed by both parties. Upon execution of this Agreement by all parties, all previous agreements, contracts, oral understandings, representations, arrangements, or undertaking of any kind relative to the matters contained in this Agreement are hereby superseded and canceled and all claims and demands not contained in this agreement are deemed fully completed and satisfied.
16. If any provision of this Agreement is for any reason held violative of any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of the

invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled and terminated.

17. This Agreement shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due, performed, and payable in Galveston County, Texas. The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes shall be in Galveston County, Texas. The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes shall be in Galveston County, Texas.
18. This Agreement shall be effective from the date of execution and shall automatically renew annually as set forth herein.

Approved by the City of Galveston, Texas, this ___ day of _____, 2020 as authorized by the City Council of the City of Galveston.

_____
Brian Maxwell, City Manager
City of Galveston

Approved as to Form:

_____
City Attorney

Approved by the Galveston Independent School District this ___ day of _____, 2020 as authorized by its Board of Trustees

_____
Dr. Kelli Moulton, Superintendent
Galveston Independent School District

Approved as to Form:

_____
GISD Attorney

MEMORANDUM

TO: MEMBERS OF CITY COUNCIL

FROM: DONALD S. GLYWASKY, CITY ATTORNEY

DATE: JANUARY 12, 2020

SUBJECT: STAFF REPORT REGARDING TEXAS GAS SERVICE REQUESTED RATE CHANGE

Please accept the memo as the staff report related to the rate change request filed by Texas Gas Service. It had been prepared largely by Tom Brocato of Lloyd Gosselink.

1) On December 20, 2019, Texas Gas Service Company ("TGS" or "Company") a Division of ONE Gas, Inc. ("ONE Gas"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas ("RRC") and in all municipalities exercising original jurisdiction within the City of Beaumont and the incorporated areas of the Central Texas Service Area ("CTSA") and Gulf Coast Service Area ("GCSA"), effective February 6, 2020.

2) TGS is seeking to increase its gas rates on a system-wide basis by $17 million per year, which is an increase of 9.43% including gas costs, or 15.64% excluding gas costs. TGS also proposes to consolidate the CTSA, GCSA, and the City of Beaumont into a new service area called the Central-Gulf Service Area ("CGSA"). TGS is also requesting: (1) Commission approval of depreciation rates for Direct and Division distribution and general plant within the proposed CGSA; (2) a prudence determination for capital investment made in the proposed CGSA through December 31, 2019; (3) a finding by the RRC that ONE Gas' acquisition of ONEOK Transmission Company ("OTC") and its assets is consistent with the public interest under the GURA § 102.051; (4) a finding from the RRC that the approvals of administrative orders by the Gas Services Department of the RRC based on the Accounting Order in Gas Utilities Docket ("GUD") No. 10695 are reasonable and accurate; (5) approval of the form of notice pursuant to the Company's rate schedule for pipeline integrity costs; and (6) approval to recover rate case expenses associated with the filing through a surcharge on rates.

3) TGS proposes the implementation of new CGSA tariffs and the withdrawal of the CTSA and GCSA incorporated and environs tariffs. The Company's new proposed tariff includes: (1) a new residential A/B rate design that provides options for customers based on usage patterns; (2) rate schedules for unmetered gas street lights; (3) a rate schedule rider to return excess deferred income taxes back to customers; (4) a rate schedule to recover approved Hurricane Harvey costs; (5) a rate schedule to recover pipeline integrity testing costs; and (6) a rate schedule that allows TGS to recover extraordinary expenses for restoring service after storms and natural disasters.

4) The resolution suspends the February 6, 2020 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other similarly situated cities with original jurisdiction served by TGS,

to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

5) The law provides that a rate request made by 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, TGS's rate request is deemed approved.**

6) The explanation or each section of the resolution is as follows:

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 TGS's request to increase rates by February 6, 2020.

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

Section 3. This section authorizes the hiring of attorney Thomas Brocato and the law firm of Lloyd Gosselink to represent the City in the matters related to TGS's application to increase its rates.

Section 4. This section authorizes the City's intervention in TGS's application for approval to increase its rates before the Railroad Commission in GUD No. 10928.

Section 5. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the coalition of cities will submit monthly invoices that will be forwarded to TGS for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 6. 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 7. This section provides that both TGS'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.

Section 8. Provides for an effective date.

7) By separate agenda item I am forwarding a copy of the contract to retain Lloyd Gosselink in this matter.

RESOLUTION NO. 20 - _____

A RESOLUTION OF THE CITY OF GALVESTON TEXAS SUSPENDING THE FEBRUARY 6, 2020 EFFECTIVE DATE OF TEXAS GAS SERVICE COMPANY'S REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE TEXAS GAS SERVICE COMPANY'S CENTRAL TEXAS AND GULF COAST SERVICE AREAS; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN GUD NO. 10928 AT THE RAILROAD COMMISSION; 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 BE SENT TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about December 20, 2019, Texas Gas Service Company, a Division of ONE Gas, Inc. ("TGS" or "Company"), pursuant to Gas Utility Regulatory Act §104.102, filed with the City of Galveston ("City") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the City of Beaumont, the Central Texas Service Area, and Gulf Coast Service Area, and to consolidate these Service Areas into the proposed Central-Gulf Service Area, effective February 6, 2020; and

WHEREAS, the City is a gas customer of TGS and a regulatory authority with exclusive original jurisdiction over the rates and charges of TGS within the City; and

WHEREAS, it is reasonable for the City of Galveston to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act §104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, Texas Gas Company has filed an application with the Railroad Commission, Gas Utilities Docket (GUD) No. 10928 that could become the docket into which appeals of city action on the TGS filing are consolidated; and

WHEREAS, the Gas Utility Regulatory Act §103.022 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:

SECTION 1. That the February 6, 2020, effective date of the rate request submitted by TGS on or about December 20, 2019, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City is authorized to cooperate with other cities in the TGS service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City 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 Railroad Commission.

SECTION 3. That, subject to the right to terminate employment at any time, the City of hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., and consultants to represent the City in all matters associated with the TGS application to increase rates and appeals thereof.

SECTION 4. That intervention in Railroad Commission GUD No. 10928 is authorized.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed by TGS.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to TGS, care of Stephanie G. Houle, Texas Gas Service Company, Barton Skyway IV, 1301 S. Mopac, Suite 400, Austin, Texas 78746 (Stephanie.Houle@onegas.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

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

PASSED AND APPROVED this _____ day of _____, 2020.

_____
JAMES D. YARBROUGH
Mayor, City of Galveston

APPROVED AS TO FORM:

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2020, 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 _____, 2020.

_____
Secretary for the City Council

Lloyd Gosselink
ATTORNEYS AT LAW

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

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

January 7, 2020

VIA EMAIL
Donald Glywasky, City Attorney
City of Galveston
PO Box 779
Galveston, TX 77553

Re: TGS-CTSA/GCSA 2019 Rate Case; GUD 10928
Billing File Number: 4161-0

Dear Mr. Glywasky:

We want to express our appreciation for the opportunity you have given our firm to work with you. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will represent the Central Texas Service Area ("CTSA") and the Gulf Coast Service Area ("GCSA") with respect to the matter regarding the Texas Gas Service Company CTSA/GCSA 2019 Rate Case (GUD 10928) (the "Matter"). Our acceptance of this representation (the "Representation") becomes effective upon our receipt of an executed copy of this agreement.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*, dated October 2, 2018. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement.*

It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matter

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

Legal Fees and Other Charges

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

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

My time is billed at the rate of $375 per hour. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual. The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees. We endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Cloud-Based Software

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to this Matter. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based software, we undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not

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

Communication and Confidentiality

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

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

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

Disclaimer

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

Termination

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

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

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

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Charges for Expenses and Services

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

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

Standards of Professionalism and Attorney Complaint Information

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

THE TEXAS LAWYER'S CREED

A Mandate for Professionalism

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

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

I. OUR LEGAL SYSTEM

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

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

II. LAWYER TO CLIENT

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

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

III. LAWYER TO LAWYER

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

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

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

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

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

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

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

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

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

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

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

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

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

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

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

The Supreme Court of Texas

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

The Court of Criminal Appeals

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

City of Galveston

Grants & Housing Department

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

January 23, 2020

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

From: Alice T. Law, Interim Director of Grants & Housing

RE: Consider for Approval the Reallocation of HOME Investment Partnerships Program (HOME) funds (Program Years '15–'18) totaling $674,524.22 to the Tenant-Based Rental Assistance Program. Authorize the City Manager to execute all necessary contracts, certifications, and documents for the Projects.

I. Background

A. The Grants and Housing Department identified the following HOME projects from previous grant years that were either completed or could not be implemented as awarded and began the reallocation planning process to facilitate the use of the funds for other eligible HOME projects.

1. Affordable Housing-Housing Rehabilitation Program $559,220.00
2. Affordable Housing-Homebuyer Assistance Program $115,304.22

B. The HOME Program funding must be used to expand the supply of decent, safe, sanitary affordable housing for very low- and low-income persons, with primary attention to rental housing for very low- and low-income families.

C. For the HOME reallocation, the Tenant-Based Rental Assistance (TBRA) Program was identified as a viable HOME Program eligible project that would allow for the timely expenditure of the HOME Program funding. TBRA was established as a high priority in the City's 2019 5-year Consolidated Plan and was approved for the 2019 HOME funding year.

II Current Situation

A. Staff has completed the TBRA Program design including the HUD required policies and procedures; all necessary project contracts, forms and documents; and community outreach to advertise and meet with social service agencies.

B. The City's TBRA Program is accepting applicants, and the response has been very good with 3-6 contacts per day during the application intake period.

C. The TBRA Program will provide rental assistance to the low to very low-income population of the City and allow the City's HOME program to efficiently utilize the remaining funds to meet the high priority affordable housing needs.

D. Staff initiated a 30-Day Citizen Comment Period as required by HUD for substantial amendments from December 12, 2019 – January 13, 2020, with one comment received as follows:

1. Comment Suggested a low-cost housing for the homeless for a tent city between 51st and 53rd Streets across from Salvation Army.

III. Issues

A. Compliance with Regulatory Requirements – The City must utilize its HOME funds for eligible affordable housing activities. The TBRA Program is an eligible Affordable Housing activity that will benefit low-moderate income households, and the City has implemented the required public comment period.

B. Consistency with Consolidated Plan – The City must utilize its HOME funds to first accomplish High Priority needs as identified in the Consolidated Plan. The provision of TBRA to low-moderate income households is identified as a Housing High Priority.

C. Impact or Ramifications – The reallocation to TBRA would facilitate the use of the remaining HOME funding in an eligible, beneficial, and timely manner. If not reallocated to the TBRA, additional projects would need to be identified that are eligible, meet a high priority need, and could be implemented in a timely manner and an additional public comment period would have to be facilitated.

IV. Recommendation

Approve the Reallocation of HOME Investment Partnerships Program (HOME) funds (Program Years '15–'18) totaling $674,524.22 to the Tenant-Based Rental Assistance Program. Authorize the City Manager to execute all necessary contracts, certifications, and documents for the Projects.

V. Fiscal Impact Report

Requested by:	Alice T. Law, Interim Director of Grants & Housing
Funding Source:	U.S. Dept. of Housing & Urban Development (HUD) 2015-2018 HOME Investment Partnerships Program
Costs of implementation:	Total $674,524.22

Respectfully Submitted,

Alice T. Law
Interim Director of Grants & Housing

Approved,

Brian Maxwell
City Manager

City of Galveston

FINANCE DEPARTMENT
STAFF REPORT

January 2, 2020

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

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

RE: Consider approving purchases of operational supplies using the contracts with Pro Chem, Inc., through the Goodbuy purchasing cooperative. Estimated costs for products not to exceed Council approved budgets.

Background:

The City of Galveston is a member of the Goodbuy cooperative purchasing program. It is supervised by Education Service Center, Region 2, located in Corpus Christi, Texas. The cooperative allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Click the link to find out how this cooperative works: http://www.uscommunities.org/about/how-it-works/. Texas Government Code Section 791 authorizes local governments to contract, as much as possible, with other local governments and any agencies of the State of Texas.

The Goodbuy purchasing cooperative was created in 1992. There are approximately 400 members, made up of governmental agencies, school districts, and non-profits. They are fully compliant with all state and federal competitive bidding requirements. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation.

Currently:

Pro Chem, Inc. has two contracts with Goodbuy. They are contract numbers 19-20 7D000 and 19-20 2B000. They provide custodial, janitorial, industrial cleaning supplies, cleaning equipment, and HVAC supplies and equipment, respectively. Using Pro Chem gives employees another resource for seeking the best value for the City of Galveston, for supplies necessary to daily operations.

Pro Chem Contract Links:
https://goodbuy.ionwave.net/PublicContractDetail.aspx?ctid=2726&wid=1&t=ACTI
https://goodbuy.ionwave.net/PublicContractDetail.aspx?ctid=2742&wid=1&t=ACTI

Alternatives:
Approve using the cooperative purchasing contracts through Goodbuy for Pro Chem Inc.

Do not approve using the cooperative purchasing contracts.

Issues:
Cost – Total estimated cost as provided for through budgets adopted by City Council and administered by the City Manager
Timing – Current Fiscal Year
Term – through September 30, 2020

Recommendation:
Approve using the cooperative contract with Pro Chem Inc. through the Goodbuy purchasing cooperative.

Fiscal Impact Report:

Requested by:	Michael W. Loftin Assistant City Manager - Finance
Funding Source:	Various City Accounts
Estimated Total Costs:	As provided for through budgets adopted by City Council and administered by the City Manager

City of Galveston

Finance Department
Utility Billing Division

CustomerService@GalvestonTX.Gov | (409) 797-3550 | www.galvestontx.gov

January 23, 2020

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

From: Michael W. Loftin, Assistant City Manager Finance

Re: Consider for approval to continue outsourcing with Level One LLC for various professional print shop services relating to the utility services monthly billing statements.

Background:

A. In 2013 the City of Galveston began using Continental Utility Solutions, Inc. Utility Management Solution billing software for producing billing statements.
B. In 2018 the City approved outsourcing the printing and mailing of customer's utility bill statements along with the intent to re-design the billing statement. Level One LLC was the selected and City Council approved vendor from RFP18-16.
C. The awarded contract is effective until December 31, 2021. The City anticipated that the contract would be renewed pursuant to the availability of funds and at the discretion of the City.

Current Situation:

A. Level One Inc. is currently printing and mailing the customer's utility bills. The City provides to the vendor a pre-composed PDF file of billing statements, notices and flyers that are sent to customers. Level One processes each statement for postal compliance and adds a 2D barcode to the statement for production controls. The altered PDF file is laser- imaged in black ink on pre-printed stationary stock and mailed to the customers. The cost of providing the printing service (stationary supplies, staffing resources, etc.) is estimated at $100,000 for the fiscal year. The annual postage cost which is passed-through the vendor is estimated at $100,000 for the fiscal year.
B. The City of Galveston also completed a billing statement re-design effort in August 2019 that was based on a data format which did not include a meter number. City staff strongly recommends including the meter number on the billing statements. In order to achieve the desired goal, the re-design will must be re-vetted using a different type of data format that will include the meter number data field. The cost of the billing statement re-design is estimated at $10,000.

Issues:

A. **Cost:** Printing and mailing is billed on a per unit basis which is estimated at $200,000.00 for the fiscal year and the billing statement re-design is estimated at $10,000.
B. **Timing**: Upon City Council Approval.
C. **Impact/Ramifications**: Level One Inc. can provide the professional services that the City does not currently have internal capacity to provide.

Recommendation:

A. Approve the spending level required to continue the use of Level One LLC to provide professional print shop services for utility services monthly billing statements.

Fiscal Impact Report:

Requested by:	Michael W. Loftin, Assistant City Manager Finance
Source:	Enterprise Funds shared proportionately
Cost:	Total cost estimated at $210,000 for the fiscal year as provided for through the budgets adopted by City Council and administered by the City Manager.

City of Galveston

Finance Department
Utility Billing Division
CustomerService@GalvestonTX.Gov | (409) 797-3550 | www.galvestontx.gov

January 23, 2020

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

From: Michael W. Loftin, Assistant City Manager Finance

Re: Consider for approval the purchase from National Meter & Automation formerly known as Badger Meter for various water meters, meter parts, registers, transmitter combinations and other ancillary equipment for an amount estimated at $150,000 for the fiscal year.

Background:

A. The City uses the Badger radio read meters for the billing of customer's utility services.
B. National Meter & Automation, Inc. is the sole source provider of meters, meter parts, registers, transmitter combinations and other ancillary equipment for the Badger meters used with the meter reading system currently used by the City of Galveston.

Current Situation:

A. Meters are needed to properly maintain a sufficient level of inventory necessary to preserve the integrity of the metering system.
B. In an effort to minimize lag time between obtaining approval and the purchase of meters, staff is requesting that City Council authorize a one-time approval for the purchases of meters, meter parts and ancillary equipment throughout the year from sole source provider Badger Meter for fiscal year 2020 in an amount estimated at $150,000 for the fiscal year.
C. Funds are budgeted in the current fiscal year based on the need to replace meters, meter parts and other ancillary equipment in order to fulfill orders for new installations and for repairing damaged and/or replacing end of life meters and registers.

Issues:

A. Cost: Estimated at $150,000 for the fiscal year.
B. Timing: Upon City Council Approval.
C. Impact/Ramifications: With one-time approval, inventory of meter, meter parts and other ancillary equipment may be kept updated.

Recommendation:

A. Approve the sole source purchases from National Meter & Automation for various water meters, meter parts, transmitter combinations and other ancillary equipment throughout the fiscal year in an amount estimated at $150,000 for the fiscal year.

Fiscal Impact Report:

Requested by:	Michael W. Loftin, Assistant City Manager of Finance
Funding Source:	Enterprise Funds shared proportionately
Total Cost:	Estimated at $150,000 for the fiscal year

City of Galveston

FINANCE DEPARTMENT
STAFF REPORT

January 2, 2020

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

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

RE: Consider approval of an award for a one-year contract, with four optional one-year renewals for Bid 20-001 Maintenance, Repair, and Operational Supplies. Authorizing the City Manager to execute the contracts upon final approval by the City Attorney.

Background:

Previously, the City of Galveston advertised solicitations for maintenance, repair, and operational supplies. The contract expired and City departments have been utilizing vendors on purchasing cooperatives for supplies.

In order to obtain the best value and have a larger selection of vendors, the City advertised for bids for Maintenance, Repair, and Operational Supplies on November 4, 2019, Bid #20-001. Three vendors responded and met the specifications.

Staff recommends that City Council award contracts to all of the vendors that responded and met the specifications; as each vendor offers a variety of different supplies. Those vendors are MSC Industrial, Bassett Brothers Investments (Chalmers and Village Hardware), and Southwestern Paint and Wallpaper. Bassett Brothers Investments and Southwestern Paint and Wallpaper both have store fronts in Galveston. MSC Industrial offers the convenience of online shopping, a dedicated sales representative, and delivery within 24 hours of most of it's products.

Currently:

The City of Galveston is currently purchasing maintenance, repair, and operational supplies through several different cooperative contracts. The U.S. Communities Cooperative (Contract Numbers 170009, R-TC-17006), TCPN/National IPA (Contract Numbers 2018.000208, R142101, 2018.000207, R192163, and R142102), and Buy Board Cooperative Purchasing (Contract #577-18).

The City uses Home Depot, Amazon for Business, Fastenal, Grainger, and McCoy's Building Supply.

Building materials are a dynamic commodity. The City's needs for operational supplies and vendor stock can vary daily. It is beneficial to the City's daily operations to increase the selection of contracted vendors.

Maintenance, operational, and repair supplies are a commodity purchased daily by City staff. The City's needs for operational supplies and vendor stock can vary daily. It is beneficial to the City's daily operations to increase the selection of contracted vendors.

MSC Industrial, Bassett Brothers Investments (Chalmers and Village Hardware), and Southwestern Paint and Wallpaper will serve as additional resources for staff members to utilize. Staff will continue to have the opportunity to purchase from the cooperative vendors. Prices are similar across the board; all of the recommended vendors carry a variety of products with only some overlap.

This contract can be utilized pre and post disaster as it fully complies with Federal procurement policies.

Alternatives:

Approve a one-year contract with four optional one-year renewals with MSC Industrial, Bassett Brothers Investments (Chalmers and Village Hardware), and Southwestern Paint and Wallpaper.

Do not approve and continue using U.S Communities Cooperative, TCPN/National IPA, and Buy Board Cooperative Purchasing contracts.

Issues:

Cost – estimated annual spend city-wide is $250,000
Timing – as soon as possible
Term – one-year with four optional one-year renewals

Recommendation:

Approve authorizing the City Manager to execute contracts with MSC Industrial, Bassett Brothers Investments (Chalmers and Village Hardware), and Southwestern Paint and Wallpaper for Bid 20-001 Maintenance, Repair, and Operational Supplies.

Fiscal Impact Report:

Requested by:	Michael W. Loftin Assistant City Manager Finance
Funding Source:	Various City Accounts

CONTRACT FOR SUPPLY OF COMMODITIES
Maintenance, Repair, and Operational Supplies

This Contract (the "Contract") is made and entered into this _____ day of January, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Bassett Brothers Investments, a partnership, located at 2004 Broadway, Galveston, Texas 77550. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supplies in connection with maintenance, repair, and operational supplies, within the City of Galveston ("City") and Bassett Brothers Investments. ("Company") desires to provide such commodities; 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:

Maintenance, Repair, and Operational Supplies

Response to Bid 20-001

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates the 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 for (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any extension. No option to extend will be considered without the availability of funds, or if the contractor's past performance is not up to industry standard.

6. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, and if necessary installed, by Company at the request of City within twenty-four hours of said request. 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 2004 Broadway, Galveston, Texas 77550. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

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

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

$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

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

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

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

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

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

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

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

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

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

20. 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.

21. 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.

22. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for maintenance, operational, and repair supplies 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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	Bassett Brothers Investments 2004 Broadway Galveston, Texas 77550

[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

By: _____
Brian Maxwell, City Manager

Bassett Brothers Investments

By: Mark Bassett
Mark Bassett, Principal

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, BASSETT BROTHERS INVESTMENTS, ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
Galveston **COUNTY** §

On this day, BEFORE ME, the undersigned, personally appeared Mark A. Bassett **of Bassett Brothers Investments,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 2019

ASHLEY R. ENGSTROM
Notary Public, State of Texas
My Comm. Exp. 06-23-2023
ID No. 13027175-7

Ashley R. Engstrom
Notary Public in and for
The State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

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:
2019-571080

Date Filed:
12/17/2019

Date Acknowledged:

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

BASSETT BROTHERS INVESTMENTS
GALVESTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF GALVESTON

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-20-002
MAINTENANCE, REPAIR, AND OPERATIONAL SUPPLIES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
BASSETT, KEITH	GALVESTON, TX United States	X	
BASSETT, MARK	GALVESTON, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is MARK A. BASSETT, and my date of birth is 9/20/1966.

My address is 2004 BROADWAY (street), GALVESTON (city), TX (state), 77550 (zip code), USA (country).

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

Executed in GALVESTON County, State of TEXAS, on the 23RD day of DEC. (month), 2019 (year).

Mark Bassett

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2019

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 Heards Ln
P.O. Box 16767
Galveston TX 77552-6767

CONTACT NAME: Stephanie Rippard
PHONE (A/C, No, Ext): (409) 740-1251 FAX (A/C, No): (409) 740-0513
E-MAIL ADDRESS: Stephanie.Rippard@gia-tx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire Lloyds	43559
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Keith Bassett Family LP & Bassett Entp Ltd, GP;, DBA: Bassett
2004 Broadway
Galveston TX 77550

COVERAGES **CERTIFICATE NUMBER:** CL19123112564 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			88056697	06/28/2019	06/28/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Internet Security &	$ 25,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	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					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Galveston named as an Additional Insured

CERTIFICATE HOLDER

CITY OF GALVESTON
823 ROSENBERG
GALVESTON TX 77550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

President

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EXHIBIT A

City of Galveston

INVITATION TO BID

Bid Reference Number: 20-001

Project Title: Maintenance, Repair, and Operation Supplies

Bid Closing Date: 10:00 A.M.(CST), Tuesday, November 26, 2019

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

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

TABLE OF CONTENTS

Table of Contents ..... Pages 1 & 2
Invitation to Bid
(1) Introduction ..... Page 3
(2) Contact Information ..... Page 3
(3) General Information ..... Page 4
(4) ITB Withdrawals and / or Amendments ..... Page 4
(5) Estimated Quantities ..... Page 4
(6) Bid Submittal Requirements ..... Page 4
(7) Bid Evaluation and Contract Award ..... Page 6
(8) Declaration of Policy ..... Page 8
Appendix A – Bid
(-) Label Format for Submittal Packet's Sealed Envelope ..... Page 9
I. Required Bid Information:
(1) Proposed Products and / or Services ..... Page 10
(2) Cost of Proposed Products and Services ..... Page 10
(3) Bidder's Experience / Staff ..... Page 11
(4) References ..... Page 11
(5) Trade Secrets and / or Confidential Information ..... Page 13
(6) Federal, State and / or Local Identification Information ..... Page 13
(7) Cooperative Governmental Purchasing Notice ..... Page 13
(8) Term of Contract and Option to Extend ..... Page 13
(9) Emergency Business Services Contact Notice ..... Page 13
II. Contract Terms and Conditions:
(1) Delivery of Products and Services ..... Page 14
(2) Miscellaneous ..... Page 16
(3) Financial Responsibility Provisions ..... Page 17
Appendix B – Conflict of Interest Form ..... Page 19
Appendix C – House Bill 89 Verification Form ..... Page 21
Appendix D – Property Tax Statement ..... Page 22
Appendix E – Nepotism Statement ..... Page 23
Appendix F – Non-Collusion Statement ..... Page 24
Appendix G – Document 000435 ..... Page 25
Appendix H – No Intent to Submit Form ..... Page 26
Appendix I – ACH Form (this form is optional) ..... Page 27 & 28

Appendix J – Scope of Services

(1) Project Title ..... Page 29
(2) Scope of Services Contact ..... Page 29
(3) Special Conditions ..... Page 29
(4) Bid Evaluation Factors ..... Page 42
(5) Brand Manufacture Reference ..... Page 42
(6) Key Events Schedule ..... Page 43
(7) Scope of Services ..... Page 43

Galveston, Texas

Invitation to Bid

1. Introduction

A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

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

Email Address: purchasing@galvestontx.gov

3. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

4. ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.

B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

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

6. Bid Submittal Requirements

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

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

B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page _9_ (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 20-001 MRO Supplies**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the

earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

   i. the purchase price;

   ii. the reputation of the bidder's goods or services;

   iii. the quality of the bidder's goods or services;

   iv. the extent to which the goods or services meet the municipality's needs;

   v. the bidder's past relationship with the municipality;

   vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;

   vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and

   viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

   i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
      a. Name, address and telephone number of the protestor.
      b. Identification of the solicitation or contract number and time.
      c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
      d. Identification of the issue (s) to be resolved and statement of what relief is requested.
      e. Arguments and authorities in support of the protest.
      f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
   ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its

performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

ii) The successful bidder violates any of the provisions of these specifications; or

iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or

iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

N. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

_X_Appendix A (pages _9_ through _18_) must be included in the bid submittal.

_X_Appendix B – G (pages_20_ through _26_) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- [X] Appendix B – Conflict of Interest
- [X] Appendix C – House Bill 89 Verification
- [X] Appendix D – Property Tax Statement
- [X] Appendix E – Nepotism Statement
- [X] Appendix F – Non-Collusion Statement
- [X] Appendix G – Certification Regarding Debarment

_X_Appendix J (pages_28_ through _48_) 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:	**20-001**		
Project Title:	**Maintenance, Repair, and Operational Supplies**		
Submittal Deadline:	**Tuesday, November 26, 2019 @ 10:00 a.m. CST**		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	BASSETT BROTHERS INVESTMENTS		
Address:	2004 BROADWAY		
City, State & Zip	GALVESTON, TEXAS 77550		
Federal Employers Identification Number #	26-4300192		
Phone Number:	409-762-9292	**Fax Number:**	N/A
E-Mail Address:	chalmerslogos@att.net		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: MARK BASSETT

Signature of Authorized Representative: Mark Bassett

Signed this 25T (day) of NOVEMBER (month), 2019 (year)

Appendix A – Bid Document (continued)

I. ***REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. Proposed Products and/or Services

A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.

B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.

D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.

E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

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

3. Bidder's Experience / Staff

A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 10; and the number of employees: 12-15.

D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: UNIVERSITY OF TEXAS MEDICAL BRANCH	
Contact Name: TERESA CASTILLE	Contact Title: PURCHASING/ ACCTS PAYABLE
Phone: 409-772-2032	Email: TECASTIL@UTMB.EDU
Date and Scope of Services Provided: GENERAL HARDWARE SUPPLY - 10+YEARS	

Reference #2:

Client / Company Name: GALVESTON COUNTY FACILITIES	
Contact Name: DEBRA BELANY	Contact Title: PURCHASING/ ACCTS PAYABLE
Phone: 409-766-2384	Email: DEBRA.BELANY@CO.GALVESTON.TX.US
Date and Scope of Services Provided: GENERAL HARDWARE SUPPLY - 10+YEARS	

Reference #3:

Client / Company Name: GALVESTON INDEPENDENT SCHOOL DISTRICT	
Contact Name: BETH PARKER	Contact Title: PURCHASING/ ACCTS PAYABLE
Phone: 409-766-5131	Email: BETHPARKER@GISD.ORG
Date and Scope of Services Provided: GENERAL HARDWARE - 10+ YEARS	

5. Trade Secrets and/or Confidential Information

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

6. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #_____-_____-_____.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): _____.

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. NOTE: Registration for SAM.gov is complete.

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 **[x] No, Only the City can purchase.**

8. **Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:**

A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any 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 of Galveston will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION ..... ____%

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... ____%

THIRD ADDITIONAL YEAR (FY 2023) ESCALATION ..... ____%

FOURTH ADDITIONAL YEAR (FY 2024) ESCALATION ..... ____%

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: BASSETT BROTHERS INVESTMENTS

Contract #: 20-001

Description: MAINTENANCE, REPAIR, AND OPERATIONAL SUPPLIES

Primary Contact (Name): KEITH BASSETT

Primary Contact Phone Numbers: Home: 409-457-5570 Cell: 409-457-5570

Secondary Contact (Name): BRENDA ANDREWS

Secondary Contact Phone Numbers: Home: 409-766-0641 Cell: 409-766-0641

After Hours emergency opening fee, if applicable: $ NO FEE

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.***

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.

E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.

F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of $250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of $250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

I. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of $100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.

H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in

an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

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

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

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of 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
For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

NONE

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.

NONE

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.

NONE

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

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, MARK BASSETT **(Person name), the undersigned representative of (Company or Businsess Name)** BASSETT BROTHERS INVESTMENTS **(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.**

NOV. 25, 2019
DATE

Mark Bassett
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Galveston §

On this day, BEFORE ME, the undersigned, personally appeared Mark Bassett, **the** owner **of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 **day of** November, **2019.**

[SEAL] VONETTA IRBY JOSEPH
Notary Public, State of Texas
My Comm. Exp. 05-30-2023
ID No. 13203264-6

Vonetta Irby Joseph
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.

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

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

_____

_____

BASSETT BROTHERS INVESTMENTS

Bidder's Printed or Typed Name

Mark Bassett

Bidder's Signature

11/25/2019

Date

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

_X_ 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: MARK BASSETT , PARTNER

Employee and title of City Official or Employee: MARY BETH BASSETT PUBLIC RELATIONS DIRECTOR / PARK BOARD

Relationship: WIFE

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 BASSETT BROTHERS INVESTMENTS

ADDRESS 2004 BROADWAY
GALVESTON TEXAS 77550

PHONE 409-762-9292

FAX N/A

BIDDER (SIGNATURE) Mark Bassett

BIDDER (PRINTED NAME) BASSETT BROTHERS INVESTMENTS

POSITION WITH COMPANY PARTNER

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID Mark Bassett

COMPANY OFFICIAL (PRINTED NAME) MARK BASSETT

OFFICIAL POSITION PARTNER

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 FEDRAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEB.ARMENT, 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 voluntary 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.

MARK BASSETT

(Printed or typed Name of Signatory)

Mark Bassett

(Signature)

11/25/2019

(Date)

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

END OF DOCUMENT 00435-FAA

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

Appendix J – Scope of Services

1. **Project Title: Bid 20-001 Maintenance, Repair, and Operational Supplies.**

2. **Scope of Services Contact**

   Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

   There are no bonding requirements for this solicitation.

   The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID # 20-001
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.

MARK BASSETT
(printed name of signatory)

Mark Bassett 11/25/19
(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.

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.

MARK BASSETT
(printed name of signatory)

Mark Bassett 11/25/19
(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."

MARK BASSETT

(printed name of signatory)

Mark Bassett 11/25/19

(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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

MARK BASSETT
(printed name of signatory)

Mark Bassett 11/25/19
(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.

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

MARK BASSETT
(printed name of signatory)

Mark Bassett 11/25/19
(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.

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.

MARK BASSETT
(printed name of signatory)

Mark Bassett 11/25/19
(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, BASSETT BROTHERS INVESTMENTS, 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 25TH day of NOVEMBER, 2019

By Mark Bassett
Signature of Bidder/Contractor /Subcontractor's Authorized Official

MARK BASSETT
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

PARTNER
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.

MARK BASSETT

(printed name of signatory)

Mark Bassett

(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.

MARK BASSETT

(printed name of signatory)

Mark Bassett

(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.

MARK BASSETT

(printed name of signatory)

Mark Bassett

(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.

MARK BASSETT

(printed name of signatory)

Mark Bassett

(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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

MARK BASSETT

(printed name of signatory)

Mark Bassett

(signature and date)

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

4. Bid Evaluation Factors

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	November 4, 2019
Deadline for Submittal of Written Questions	November 18, 2019
Sealed Bids Due to and Opened by City	November 26, 2019 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	December 2019
Anticipated Award Date	December 2019

7. Scope of Services

Introduction:
The City of Galveston is soliciting an invitation to bid to secure prices and/or fixed percentage discounts and establish a term contract for the purchase of various maintenance, repair, and operational supplies, as specified herein. This contract will be awarded and utilized by various departments, on an "as needed" basis.

Maintenance, Repair and Operational Supplies Categories - This bid is designed to identify core product categories utilizing discounts as a percentage off the supplier's current price list at time of order.

1. Tools
2. Hardware
3. Floor, Wall and Ceiling Materials
4. General Building Materials
5. Lumber*
6. Plumbing
7. Electrical and Lights
8. Paint

**Awardees will not have exclusive rights on sale of product categories covered within this bid. The City maintains a primary contract for lumber and building material supplies. This bid is intended to supplement this existing primary commodity only.*

Clarification and Interpretation of BID:
The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the solicitation.

The City desires to avoid any misunderstanding where it is assumed that a feature is included in the solicitation as opposed to an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any product / service that is referred to in the body of this response will be considered included in the basic offer.

Purpose:
The purpose of this BID is to provide minimum requirements, solicit BIDs and gain adequate information from which the City may accept the Offeror's products as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

Qualifications:
All bidders must be stocking vendors, regularly engaged in supplying maintenance, repair, and operational supplies, and must be able to provide products no later than next business day or as otherwise specified.

Catalog
Vendor shall submit a reasonable itemized catalog/list of inventories of maintenance, repair, and operational supplies. Pricing for items must be provided at a catalog discount for the specific item number. Vendor is requested to document fixed discount percentage on price form provided within this scope of work.

Award:
In order to meet the needs of the City, as indicated in the scope of work, contract shall be awarded to the lowest responsive, responsible bidder/(s) meeting specifications, terms and conditions. Multiple vendors may be selected for contracting with the City. Award will not be based on any geographical preference. The submission of your bid constitutes a firm offer by the bidder. Unit prices and percentages must be stated in the space provided on the Pricing sheet. The City of Galveston is tax exempt, therefore, taxes and should not be added to the price.

Quantities:
Any and all quantities listed are only estimates based on prior years' usage, and are for acquainting the bidder with probable usage. These estimates are not intended to set forth minimum or maximum quantities of this contract. The City reserves the right to order such quantities of supplies as it requires, and the City also reserves the right not to order any, that is not required during the period of the agreement.

Delivery:
The contractor shall be required to have in its 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 supplies from some other source. No order shall be processed by the contractor without first obtaining a purchase order from the City of Galveston. Upon receipt of purchase order, delivery shall be made no later than next business day for in stock items by awardee(s).

If materials are not in stock, and cannot be delivered by next day, the department identified in the body of the purchase order shall be notified. In the event the contractor fails to secure the required lumber and building materials within 48 hours, the City reserves the right to cancel orders and obtain the required supplies from an independent source. Any attempt by the contractor to substitute and make delivery of materials other than the brand or trade name proposed, without prior written approval by the City, will be sufficient grounds for immediate cancellation of the contract.

Items in the invitation to bid are for various departments and are not for delivery to any central location. Delivery shall be required at no additional cost to the City of Galveston and its desired City locations. Deliveries are to be FOB destination as per purchase order. All deliveries made to departments shall require inside delivery unless otherwise specified.

In case of an EMERGENCY, the City representative shall contact the awardee(s), however, if the awardee(s) cannot supply this item in times of emergencies, the City reserves the right to purchase from an alternate vendor or on the open market.

Unsatisfactory Service
In the event that the City of Galveston receives deliveries of unsatisfactory service that are not quickly and routinely corrected, the Vendor shall have fifteen (15) calendar days from the

receipt of written notice to resolve said problems. If said problem is not resolved by the Vendor, the City of Galveston may then terminate this agreement for nonperformance with fifteen (15) day written notice.

Products:
Products provided by vendors shall be commercial grade and meet all federal, state and local standards for quality and safety. Products not meeting these standards will be deemed unacceptable and returned to the vendor for credit at no charge to the City. All products purchased must carry a standard manufacturer's warranty.

New/Upgraded Products:
During the contract period, if new and/or upgraded products are made available by the product manufacturer, the successful bidder of such items shall submit a written request for acceptance of such items, along with a price list. A reasonable price must be submitted for each item requested. In the event that any item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.

Pricing:
Offeror may bid by individual group or all groups but each and every item in the group must be completed and must show a % off discount, even if zero. The % off discount will represent the percentage off the current "contractor list/retail/catalogue price" of the item ordered. All awarded percentages will remain fixed for a one-year term. The City reserves the right to make multiple awards and purchase from those vendors offering the lowest net pricing at time of order, such net pricing to reflect the discount percentages accepted under this bid.

The City reserves the right to conduct random audits to ensure accuracy of pricing. A 48-hour notice will be provided prior to audit commencement.

Questionnaire and Bid Form:
Offeror must return the solicitation with the all of the required forms, addenda, offeror questionnaire, and bid form.

Any additional products may be included on the lines marked "Other" with a complete description of the product. Offeror may also include an inventory of items usually carried in stock with list pricing.

OFFEROR QUESTIONNAIRE

1. Do any of the products listed in the vendor's offer qualify for environmental certifications?
   ____Yes _X_No

   If yes, please provide or attach information regarding these certifications. _____

2. Does your company participate in environmental programs? ____Yes _X_No

   If yes, please provide or attach information regarding these programs. _____

3. Can offeror meet or exceed normal delivery time requirement of next business day after receipt of order for in-stock items? Delivery, shipping, freight and other related charges shall be at no cost to the City of Galveston with the exception of inbound/freight/shipping charges for expedited orders. ____Yes _X_No

   If no, please explain in detail your delivery times and/or delivery charges. _____
   NO DELIVERY CHARGES - ALL IN STOCK ITEMS AVAILABLE FOR PICKUP AT BOTH STOREFRONTS
   CHALMERS HARDWARE 2004 BROADWAY GALVESTON 77550
   VILLAGE HARDWARE 6711 STEWART ROAD GALVESTON 77551

4. Does your company have a facility within twenty-five (25) miles of the City of Galveston located at 823 Rosenberg Street, Galveston, Texas 77550? _x_Yes ____No

5. What is the address of your company's facility? (no award will be made on the basis of location of facility) TWO STORE LOCATIONS FOR PICKUP AND BILLING
   CHALMERS HARDWARE 2004 BROADWAY GALVESTON TX 77550
   VILLAGE HARDWARE 6711 STEWART ROAD GALVESTON TX 77551

6. In case of an emergency, please provide a contact name and number for procuring goods after designated working hours due to any emergency (i.e. Hurricane, Manmade Disaster)
   KEITH BASSETT 409-457-5570

   BRENDA ANDREWS 409-766-0641

7. Are any of your products subject to tariffs imposed by the United States government in sections 232 or 301? ____Yes _X_No
   If yes, and those tariffs are passed to the customer, provide a comprehensive list of those items. (this may be attached to your submittal on separate pieces of paper)

PRICING FORM

Category	Description	% Discount off of List/Store Retail/Catalogue Pricing
1	Tools	10 %
2	Plumbing	10 %
3	Electrical & Lights	10 %
4	Paint & Supplies	10 %
5	General Hardware	10 %
6	Floors, Walls & Ceilings	N/A
	Ceiling tile	%
	Ceramic floor & wall tile	%
	Floor tile	%
	Mini blinds	%
	Paneling	%
	Suspended ceiling	%
	Wood, Vinyl, Laminate Flooring	%
7	Lumber	%
8	Building Materials	ONLY AS NOTED BELOW
	Door, metal w/ jamb	%
	Door, wood w/ jamb	%
	Windows WINDOW GLASS	10 %
	Plexi-glass	10 %
	Concrete products	10 %
	Drywall	%
	Fencing	%

Category	Description	% Discount off of List/Store Retail/Catalogue Pricing
	Insulation	%
	Metal Studs	%
	Molding	%
	Nails	%
	Fasteners	%
	Roofing	%
	Siding	%
	Stair Components	%
Other	**Description**	%
	ALL IN STORE AND WAREHOUSE/ CATALOG	10 %
	HARDWARE DISCOUNTED AT	%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Date: 11/19/2019

To: Prospective Bidders

Subject: Addendum No. 1
Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/4/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

1. On Appendix A - Proposed Products and/or service and Bidder's Experience / Staff. Do I summarize what applies to my business in a separate sheet of paper? You may, but you may also just include brochures or flyers.

2. Schedule Pricing. Is the unit price is my "list price" and extension price is the price after percentage discount price? Please use the price sheet provided at the end of the solicitation. It is requiring on the percentage discount off of list/catalogue price.

3. I am a paint, paint tools and paint sundries vendor. I have a lot of vendors with big catalogs. Under products, your request is, "products provided by vendors shall be commercial grade". Do I condense my price list only to meet the criteria? For the media source, do you prefer all pricing in one file? Yes. Yes.

4. Do I submit the product catalogs in media source and/or paper copy? You should submit both a paper copy and a media source with the catalogues.

5. Anything that I submit in paper needs to be uploaded into a media source to submit? Yes

6. Do you prefer the paper price list in a binder? No. It can be binder clipped, comb, or spiral bound.

7. My business is new to the island. I have products comparable to what the city is currently using. If I'm considered for the contract, will I have an opportunity to educate the departments on my products? Yes, if you are awarded a contract by the City Council. If yes, will this happen before, during or after the contract is finalized? The contract will have to be fully executed before any contact with the departments.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Mark Bassett — 11/25/19
Authorized Signature — **Date**

MARK BASSETT — BASSETT BROTHERS INVESTMENTS
Printed Name — **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

CITY OF GALVESTON

INVITATION TO BID

BID REFERENCE # 20-001

TITLE : MAINTENANCE REPAIR AND OPERATIONAL SUPPLIES

ADDITION TO APPENDIX A - REQUIRED BID INFORMATION

1.

A. Proposed Product and Service Description- Bassett Brothers Investments operates two convenient storefronts for general hardware on Galveston Island. Village Hardware at 6711 Stewart Road and Chalmers Hardware at 2004 Broadway. The City of Galveston has utilized the stores for many years for all forms of general hardware, tools, plumbing, electrical supplies, garden tools, paint and paint sundries, builders hardware, and fasteners. Both locations are open six days a week and can be opened at any time during emergencies at no cost or charge to the City of Galveston.

B. No additional City hardware or software is necessary for the execution of this contract. Billing accounts are already open, in place, and ready to receive updated or current purchase orders from the City at both storefronts.

C. Any MSDS sheets for materials sold can be provided.

D. No warranties or guarantees are applicable.

E. Not applicable

F. Code compliance for the listed Texas statutes is understood and will be followed.

2. Cost of Proposed Products and Services

Pricing: All hardware materials procured at both store locations are quoted at a 10 percent (10%) discount across all hardware lines and all goods and and services rendered.The pricing form on page 47 of this bid summarizes this sales discount policy.

3. C./ D. Chalmers Hardware and Village Hardware have both been operating for over 40 years and currently employ 12-15 employees. The stores are operated by Bassett Brothers Investments and have been for over 10 years. The principles are Mark and Keith Bassett. We appreciate the business relationship the stores have with the various city departments. It is understood that they need a variety of hardware supplies on a daily basis. It is our goal to stock items that are needed and to procure items by special order if not stocked and necessary.

(all other required parts of Appendix A are answered in the original document)

CONTRACT FOR SUPPLY OF COMMODITIES

Maintenance, Repair, and Operational Supplies

This Contract (the "Contract") is made and entered into this _____ day of January, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and MSC Industrial Supply, a partnership, located at 4540 Kendrick Plaza Drive #190, Houston, Texas 77032. 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 supplies in connection with maintenance, repair, and operational supplies, within the City of Galveston ("City") and MSC Industrial Supply. ("Company") desires to provide such commodities; 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:

Maintenance, Repair, and Operational Supplies

Response to Bid 20-001

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates the 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 for (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any extension. No option to extend will be considered without the availability of funds, or if the contractor's past performance is not up to industry standard.

6. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, and if necessary installed, by Company at the request of City within twenty-four hours of said request. 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 4540 Kendrick Plaza Drive #190, Houston, Texas 77032. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

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

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

$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

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

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

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

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

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

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

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

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

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

20. 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.

21. 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.

22. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for maintenance, operational, and repair supplies 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

MSC Industrial Supply
4540 Kendrick Plaza Drive #190
Houston, Texas 77032

[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

By: _____
Brian Maxwell, City Manager

MSC Industrial Supply

By: Ralph Walton 12/20/2019
Ralph Walton, Government Acct Executive

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, MSC INDUSTRIAL SUPPLY, ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
Harris **COUNTY** §

On this day, BEFORE ME, the undersigned, personally appeared Ralph Walton **of MSC Industrial Supply,** 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 20th day of December, 2019.

LATHA CHERUKUPALLY
Notary Public, State of Texas
Comm. Expires 04-15-2023
Notary ID 131973266

Latha Cherukupally
Notary Public in and for
The State of Texas

EXHIBIT A

City of Galveston

INVITATION TO BID

Bid Reference Number: 20-001

Project Title: Maintenance, Repair, and Operation Supplies

Bid Closing Date: 10:00 A.M.(CST), Tuesday, November 26, 2019

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

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

Appendix J – Scope of Services

(1) Project Title ..... Page 29
(2) Scope of Services Contact ..... Page 29
(3) Special Conditions ..... Page 29
(4) Bid Evaluation Factors ..... Page 42
(5) Brand Manufacture Reference ..... Page 42
(6) Key Events Schedule ..... Page 43
(7) Scope of Services ..... Page 43

Galveston, Texas

Invitation to Bid

1. Introduction

A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

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

Email Address: purchasing@galvestontx.gov

3. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

4. ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.

B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

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

6. Bid Submittal Requirements

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

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

B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 20-001 MRO Supplies**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the

earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

   i. the purchase price;

   ii. the reputation of the bidder's goods or services;

   iii. the quality of the bidder's goods or services;

   iv. the extent to which the goods or services meet the municipality's needs;

   v. the bidder's past relationship with the municipality;

   vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;

   vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and

   viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

   i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
      a. Name, address and telephone number of the protestor.
      b. Identification of the solicitation or contract number and time.
      c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
      d. Identification of the issue (s) to be resolved and statement of what relief is requested.
      e. Arguments and authorities in support of the protest.
      f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
   ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its

performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

ii) The successful bidder violates any of the provisions of these specifications; or

iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or

iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

N. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

rw **Appendix A (pages _9_ through _18_) must be included in the bid submittal.**

rw **Appendix B – G (pages_20_ through _26_) all forms must be complete and included in the bid submittal.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☑ Appendix B – Conflict of Interest
- ☑ Appendix C – House Bill 89 Verification
- ☑ Appendix D – Property Tax Statement
- ☑ Appendix E – Nepotism Statement
- ☑ Appendix F – Non-Collusion Statement
- ☑ Appendix G – Certification Regarding Debarment

rw **Appendix J (pages_28_ through _48_) 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:	**20-001**		
Project Title:	**Maintenance, Repair, and Operational Supplies**		
Submittal Deadline:	**Tuesday, November 26, 2019 @ 10:00 a.m. CST**		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	MSC Industrial Supply		
Address:	4540 Kendrick Plaza Drive # 190		
City, State & Zip	Houston, TX 77032		
Federal Employers Identification Number #	13-5526506		
Phone Number:	713-862-8665	**Fax Number:**	713-864-5646
E-Mail Address:	branchhou@mscdirect.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Ralph Walton Government Acct Executive

Signature of Authorized Representative: Ralph Walton

Signed this 25 (day) of November (month), 2019 (year)

I. ***REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. Proposed Products and/or Services

A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.

B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.

D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.

E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

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

3. **Bidder's Experience / Staff**

A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 78 ; and the number of employees: 6,500 .

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: Texas Tech University	
Contact Name: Cathy Clifford	Contact Title: Section Manager of Purchasing
Phone: 806-834-0372	Email: cathy.clifford@ttu.edu
Date and Scope of Services Provided: Current supplier of MRO products	

Reference #2:

Client / Company Name: Stephen F Austin University	
Contact Name: Carol Fountain	Contact Title: Assistant Director of Procurement
Phone: 936-468-6495	Email: fountaincw@sfasu@edu
Date and Scope of Services Provided: Current supplier of MRO products	

Reference #3:

Client / Company Name: Texas A&M Engineering Experiment Station	
Contact Name: Mary Williams	Contact Title: Director of Procurement
Phone: 979-458-7434	Email: me-williams@tamu.edu
Date and Scope of Services Provided: Current supplier of MRO products	

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: 11355265064.

B. Prime contractor HUB / MWBE registration number: Not Applicable.

C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #_____-_____-_____.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 93-261-9265.

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.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[x] Yes, Others can purchase **[ ] No, Only the City can purchase.**

8. **Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:**

A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any 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 of Galveston will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION ..... 2 %

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... 2 %

THIRD ADDITIONAL YEAR (FY 2023) ESCALATION ..... 2 %

FOURTH ADDITIONAL YEAR (FY 2024) ESCALATION ..... 2 %

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: MSC Industrial Supply

Contract #: _____

Description: MRO Items

Primary Contact (Name): Ralph Walton

Primary Contact Phone Numbers: Home: 713-862-8665 Cell: 346-312-1662

Secondary Contact (Name): Matt Stump

Secondary Contact Phone Numbers: Home: _____ Cell: 512-296-0974

After Hours emergency opening fee, if applicable: $_____

II. *CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.*

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.

E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.

F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of $250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of $250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

I. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of $100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.

H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in

an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

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

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

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of 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
For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Ralph Walton

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

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

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

NA

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Ralph Walton

Signature of person doing business with the governmental entity

11-25-2019

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

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Ralph Walton **(Person name), the undersigned representative of (Company or Businsess Name)** MSC Industrial Supply **(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.**

11-25-2019
DATE

Ralph Walton
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Ralph Walton **the** MSC Industrial Supply **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 25th **day of** November, **20**19.

Latha Cherukupally
NOTARY PUBLIC in and for the State of Texas

[SEAL]

LATHA CHERUKUPALLY
Notary Public, State of Texas
Comm. Expires 04-15-2023
Notary ID 131973266

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.

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

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

_____

_____

Ralph Walton
Bidder's Printed or Typed Name

Ralph Walton
Bidder's Signature

11-25-2019
Date

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

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

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

ADDRESS 4540 Kendrick Plaza Drive # 190

Houston, TX 77032

PHONE 713-862-8665

FAX 713-864-5646

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) Ralph Walton

POSITION WITH COMPANY Government Acct Executive

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID Ralph Walton

COMPANY OFFICIAL (PRINTED NAME) Ralph Walton

OFFICIAL POSITION Government Account Executive

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 FEDRAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEB.ARMENT, 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 voluntary 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.

Ralph Walton
(Printed or typed Name of Signatory)

Ralph Walton
(Signature)

11-25-2019
(Date)

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

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE 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 be competitive
- ☐ Cannot meet specifications highlighted in the attached request
- ☐ Job too large
- ☐ Do not wish to do business with the City of Galveston
- ☐ Cannot submit electronically
- ☐ Cannot provide Insurance required
- ☐ Cannot provide Bonding required
- ☐ Cannot comply with Indemnification requirement
- ☐ Job too small
- ☐ Other: _____

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (_____) _____

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

Appendix I – ACH Form

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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

Appendix I – ACH Form continued

City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize 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: MSC INDUSTRIAL DIRECT, Co. Inc.

Financial Institute Address: P O Box 953635 St.Louis, MO. 63195-3635

Routing Number: 123000848

Account Number: 153911609821

SWIFT Code: (if applicable) USBKUS44IMT

Signature

Company Name: MSC Industrial Supply Company

Authorized Signature: Ralph Walton Date: 11-25-2019

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

Appendix J – Scope of Services

1. **Project Title: Bid 20-001 Maintenance, Repair, and Operational Supplies.**

2. **Scope of Services Contact**

   Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

   There are no bonding requirements for this solicitation.

   The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID # 20-001
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.

Ralph Walton
(printed name of signatory)

Ralph Walton
(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.

Ralph Walton
(printed name of signatory)

Ralph Walton 11-25-2019
(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."

Ralph Walton
(printed name of signatory)

Ralph Walton 11-25-2019
(signature and date)

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

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Ralph Walton
(printed name of signatory)

Ralph Walton 11-25-2019
(signature and date)

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

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Ralph Walton
(printed name of signatory)

Ralph Walton 11-25-2019
(signature and date)

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Ralph Walton
(printed name of signatory)

Ralph Walton 11-25-2019
(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, MSC Industrial Supply, 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 25th day of November, 2019

By Ralph Walton
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Ralph Walton
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Government Acct Executive
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.

Ralph Walton

(printed name of signatory)

Ralph Walton 11-25-2019

(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.

Ralph Walton

(printed name of signatory)

Ralph Walton 11-25-2019

(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.

Ralph Walton

(printed name of signatory)

Ralph Walton 11-25-2019

(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.

Ralph Walton

(printed name of signatory)

Ralph Walton 11-25-2019

(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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Ralph Walton

(printed name of signatory)

Ralph Walton 11-25-2019

(signature and date)

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

4. Bid Evaluation Factors

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	November 4, 2019
Deadline for Submittal of Written Questions	November 18, 2019
Sealed Bids Due to and Opened by City	November 26, 2019 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	December 2019
Anticipated Award Date	December 2019

7. Scope of Services

Introduction:
The City of Galveston is soliciting an invitation to bid to secure prices and/or fixed percentage discounts and establish a term contract for the purchase of various maintenance, repair, and operational supplies, as specified herein. This contract will be awarded and utilized by various departments, on an "as needed" basis.

Maintenance, Repair and Operational Supplies Categories - This bid is designed to identify core product categories utilizing discounts as a percentage off the supplier's current price list at time of order.

1. Tools
2. Hardware
3. Floor, Wall and Ceiling Materials
4. General Building Materials
5. Lumber*
6. Plumbing
7. Electrical and Lights
8. Paint

**Awardees will not have exclusive rights on sale of product categories covered within this bid. The City maintains a primary contract for lumber and building material supplies. This bid is intended to supplement this existing primary commodity only.*

Clarification and Interpretation of BID:
The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the solicitation.

The City desires to avoid any misunderstanding where it is assumed that a feature is included in the solicitation as opposed to an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any product / service that is referred to in the body of this response will be considered included in the basic offer.

Purpose:
The purpose of this BID is to provide minimum requirements, solicit BIDs and gain adequate information from which the City may accept the Offeror's products as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

Qualifications:
All bidders must be stocking vendors, regularly engaged in supplying maintenance, repair, and operational supplies, and must be able to provide products no later than next business day or as otherwise specified.

Catalog
Vendor shall submit a reasonable itemized catalog/list of inventories of maintenance, repair, and operational supplies. Pricing for items must be provided at a catalog discount for the specific item number. Vendor is requested to document fixed discount percentage on price form provided within this scope of work.

Award:
In order to meet the needs of the City, as indicated in the scope of work, contract shall be awarded to the lowest responsive, responsible bidder/(s) meeting specifications, terms and conditions. Multiple vendors may be selected for contracting with the City. Award will not be based on any geographical preference. The submission of your bid constitutes a firm offer by the bidder. Unit prices and percentages must be stated in the space provided on the Pricing sheet. The City of Galveston is tax exempt, therefore, taxes and should not be added to the price.

Quantities:
Any and all quantities listed are only estimates based on prior years' usage, and are for acquainting the bidder with probable usage. These estimates are not intended to set forth minimum or maximum quantities of this contract. The City reserves the right to order such quantities of supplies as it requires, and the City also reserves the right not to order any, that is not required during the period of the agreement.

Delivery:
The contractor shall be required to have in its 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 supplies from some other source. No order shall be processed by the contractor without first obtaining a purchase order from the City of Galveston. Upon receipt of purchase order, delivery shall be made no later than next business day for in stock items by awardee(s).

If materials are not in stock, and cannot be delivered by next day, the department identified in the body of the purchase order shall be notified. In the event the contractor fails to secure the required lumber and building materials within 48 hours, the City reserves the right to cancel orders and obtain the required supplies from an independent source. Any attempt by the contractor to substitute and make delivery of materials other than the brand or trade name proposed, without prior written approval by the City, will be sufficient grounds for immediate cancellation of the contract.

Items in the invitation to bid are for various departments and are not for delivery to any central location. Delivery shall be required at no additional cost to the City of Galveston and its desired City locations. Deliveries are to be FOB destination as per purchase order. All deliveries made to departments shall require inside delivery unless otherwise specified.

In case of an EMERGENCY, the City representative shall contact the awardee(s), however, if the awardee(s) cannot supply this item in times of emergencies, the City reserves the right to purchase from an alternate vendor or on the open market.

Unsatisfactory Service
In the event that the City of Galveston receives deliveries of unsatisfactory service that are not quickly and routinely corrected, the Vendor shall have fifteen (15) calendar days from the

receipt of written notice to resolve said problems. If said problem is not resolved by the Vendor, the City of Galveston may then terminate this agreement for nonperformance with fifteen (15) day written notice.

Products:
Products provided by vendors shall be commercial grade and meet all federal, state and local standards for quality and safety. Products not meeting these standards will be deemed unacceptable and returned to the vendor for credit at no charge to the City. All products purchased must carry a standard manufacturer's warranty.

New/Upgraded Products:
During the contract period, if new and/or upgraded products are made available by the product manufacturer, the successful bidder of such items shall submit a written request for acceptance of such items, along with a price list. A reasonable price must be submitted for each item requested. In the event that any item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.

Pricing:
Offeror may bid by individual group or all groups but each and every item in the group must be completed and must show a % off discount, even if zero. The % off discount will represent the percentage off the current "contractor list/retail/catalogue price" of the item ordered. All awarded percentages will remain fixed for a one-year term. The City reserves the right to make multiple awards and purchase from those vendors offering the lowest net pricing at time of order, such net pricing to reflect the discount percentages accepted under this bid.

The City reserves the right to conduct random audits to ensure accuracy of pricing. A 48-hour notice will be provided prior to audit commencement.

Questionnaire and Bid Form:
Offeror must return the solicitation with the all of the required forms, addenda, offeror questionnaire, and bid form.

Any additional products may be included on the lines marked "Other" with a complete description of the product. Offeror may also include an inventory of items usually carried in stock with list pricing.

OFFEROR QUESTIONNAIRE

1. Do any of the products listed in the vendor's offer qualify for environmental certifications?
   __X__Yes ____No

   If yes, please provide or attach information regarding these certifications. _____
   Items are identified on our website or in our catalog as eniviromentally friendly with special "green" symbols

2. Does your company participate in environmental programs? ____Yes ____No

   If yes, please provide or attach information regarding these programs. _____

3. Can offeror meet or exceed normal delivery time requirement of next business day after receipt of order for in-stock items? Delivery, shipping, freight and other related charges shall be at no cost to the City of Galveston with the exception of inbound/freight/shipping charges for expedited orders. __x__Yes* ____No

   If no, please explain in detail your delivery times and/or delivery charges. * For items that can be shiped UPS that are non-hazmat. Other items that require truck delivery are 2 to 5 days.

4. Does your company have a facility within twenty-five (25) miles of the City of Galveston located at 823 Rosenberg Street, Galveston, Texas 77550? ____Yes __X__No

5. What is the address of your company's facility? (no award will be made on the basis of location of facility)

   4540 Kendrick Plaza Drive # 190 Houston, TX 77032

6. In case of an emergency, please provide a contact name and number for procuring goods after designated working hours due to any emergency (i.e. Hurricane, Manmade Disaster)

   Ralph Walton ralph.walton@mscdirect.com 346-312-1662

   Matt Stump stumpm@mscdirect.com 512-296-0974

7. Are any of your products subject to tariffs imposed by the United States government in sections 232 or 301? _X_Yes ____No
   If yes, and those tariffs are passed to the customer, provide a comprehensive list of those items. (this may be attached to your submittal on separate pieces of paper)
   Please see our website, mscdirect.com to identify tariff items.

PRICING FORM

Category	Description	% Discount off of List/Store Retail/Catalogue Pricing
1	Tools	25 %
2	Plumbing	20 %
3	Electrical & Lights	20 %
4	Paint & Supplies	20 %
5	General Hardware	20 %
6	Floors, Walls & Ceilings	20
	Ceiling tile	20 %
	Ceramic floor & wall tile	20 %
	Floor tile	20 %
	Mini blinds	20 %
	Paneling	20 %
	Suspended ceiling	20 %
	Wood, Vinyl, Laminate Flooring	20 %
7	Lumber	20 %
8	Building Materials	
	Door, metal w/ jamb	20 %
	Door, wood w/ jamb	20 %
	Windows	20 %
	Plexi-glass	20 %
	Concrete products	20 %
	Drywall	20 %
	Fencing	20 %

Category	Description	% Discount off of List/Store Retail/Catalogue Pricing
	Insulation	20 %
	Metal Studs	20 %
	Molding	20 %
	Nails	20 %
	Fasteners	25 %
	Roofing	20 %
	Siding	20 %
	Stair Components	20 %
Other	**Description**	%
	Janitorial Equipment & Supplies (does not include Sanitation Cleaning Chemicals)	20 %
	Sanitation Cleaning Chemicals & Supplies(	20 %
	Material Handling	20 %
	Power Source	25 %
	Lamps and Lighting and Ballasts	20 %
	HVAC	20 %
	Hand Tools	25 %
	Electrical	20 %
	Paint	20 %
	Security	25 %
	Safety (Does not include Public Safety Equipment)	25 %
		%
		%
		%

Date: 11/19/2019

To: Prospective Bidders

Subject: Addendum No. 1
Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/4/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

1. On Appendix A - Proposed Products and/or service and Bidder's Experience / Staff. Do I summarize what applies to my business in a separate sheet of paper? You may, but you may also just include brochures or flyers.

2. Schedule Pricing. Is the unit price is my "list price" and extension price is the price after percentage discount price? Please use the price sheet provided at the end of the solicitation. It is requiring on the percentage discount off of list/catalogue price.

3. I am a paint, paint tools and paint sundries vendor. I have a lot of vendors with big catalogs. Under products, your request is, "products provided by vendors shall be commercial grade". Do I condense my price list only to meet the criteria? For the media source, do you prefer all pricing in one file? Yes. Yes.

4. Do I submit the product catalogs in media source and/or paper copy? You should submit both a paper copy and a media source with the catalogues.

5. Anything that I submit in paper needs to be uploaded into a media source to submit? Yes

6. Do you prefer the paper price list in a binder? No. It can be binder clipped, comb, or spiral bound.

7. My business is new to the island. I have products comparable to what the city is currently using. If I'm considered for the contract, will I have an opportunity to educate the departments on my products? Yes, if you are awarded a contract by the City Council. If yes, will this happen before, during or after the contract is finalized? The contract will have to be fully executed before any contact with the departments.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Ralph Walton — **Authorized Signature**

11/25/19 — **Date**

Ralph Walton — **Printed Name**

MSC Industrial Supply — **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2019

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
NFP Property & Casualty Services Inc.
45 Executive Drive
Plainview NY 11803

CONTACT NAME: Risk Management Department
PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800
E-MAIL ADDRESS: RiskCerts@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Fire Insurance Co	10030
INSURER B : ACE Property & Casualty Insurance Company	20699
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D : ACE American Insurance Company	22667
INSURER E : North American Specialty Insurance Company	29874
INSURER F :	

INSURED
MSC Industrial Direct Co., Inc; Sid Tool Co., Inc.
& MSC Industrial Supply Co., Inc.
Its Affiliates & Subsidiaries
75 Maxess Road
Melville NY 11747

COVERAGES **CERTIFICATE NUMBER:** 172885455 **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	X COMMERCIAL GENERAL LIABILITY			G23896552011	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Vendor AI Endt						MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Gen. Per Loc. Agg	$ 2,000,000
D	AUTOMOBILE LIABILITY			ISAH25286352	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B E	X UMBRELLA LIAB / X OCCUR			G28164877004	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 20,000,000
	X EXCESS LIAB / CLAIMS-MADE			EXS200112300	10/1/2019	10/1/2020	AGGREGATE	$ 20,000,000
	DED / X RETENTION $ 10,000							$
D C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WLRC66038282	10/1/2019	10/1/2020	X PER STATUTE / OTH-ER	*See Below
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)			SCFC66038361	10/1/2019	10/1/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC66038324	10/1/2019	10/1/2020	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)
*Excludes Monopolistic States (OH, ND, WA) and Puerto Rico.
Re: Bid #20-01 Maintenance Repair and Operational Supplies.

CERTIFICATE HOLDER

City of Galveston
823 Rosenberg
Galveston TX 77550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-571510

Date Filed:
12/18/2019

Date Acknowledged:

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

MSC Industrial Supply
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20-01
Maintenance Repair & Operational Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stump, Matthew	Austin, TX United States		X
Walton, Ralph	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matthew Stump, and my date of birth is 2-5-61.

My address is 2706 Great Oaks Drive (street), Round Rock (city), TX (state), 78681 (zip code), ~~USA~~ (country).

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

Executed in Williamson County, State of Texas, on the 18 day of December (month), 20 19 (year).

Matthew Stump

Signature of authorized agent of contracting business entity
(Declarant)

CONTRACT FOR SUPPLY OF COMMODITIES
Maintenance, Repair, and Operational Supplies

This Contract (the "Contract") is made and entered into this _____ day of January, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Southwestern Paint & Wallpaper Co., Inc., a corporation, located at PO Box 130259, Houston, Texas 77219. 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 supplies in connection with paint, wall coverings, and supplies for paint and wall coverings, within the City of Galveston ("City") and Southwestern Paint & Wallpaper Co., Inc. ("Company") desires to provide such commodities; 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:

Maintenance, Repair, and Operational Supplies

Response to Bid 20-001

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates the 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 for (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any extension. No option to extend will be considered without the availability of funds, or if the contractor's past performance is not up to industry standard.

6. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, and if necessary installed, by Company at the request of City within twenty-four hours of said request. 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 PO Box 130259, Houston, Texas 77219. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

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

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

$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

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

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

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

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

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

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

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

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

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

20. 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.

21. 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.

22. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for maintenance, operational, and repair supplies 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

Southwestern Paint & Wallpaper Co., Inc.
PO Box 130259
Houston, Texas 77219

[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

By: _____
Brian Maxwell, City Manager

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
Mehran Jadidi
Assistant City Attorney

Southwestern Paint & Wallpaper Co., Inc.

By: _____
Hugo Galindo, General Manager

BY EXECUTION OF THIS AGREEMENT, SOUTHWESTERN PAINT & WALLPAPER CO., INC., ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
Harris **COUNTY** §

On this day, BEFORE ME, the undersigned, personally appeared Hugo Galindo **of Southwestern Paint & Wallpaper Co., Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of December, 2019.

_____
Notary Public in and for
The State of Texas

NOTARY PUBLIC STATE OF TEXAS
TAMRA BARNES
My Notary ID # 125936987
Expires December 8, 2022

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-572839

Date Filed:
12/30/2019

Date Acknowledged:

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

Southwestern Paint & Wallpaper Co. Inc.
HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-20-001
Paint and paint supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Orsak, Chad	Houston, TX United States	X	
Stevens, Dean	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Hugo Galindo, and my date of birth is 09/27/1981.

My address is 3507 Brandemere Dr. (street), Pearland (city), TX (state), 77584 (zip code), U.S. (country).

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

Executed in Brazoria County, State of Texas, on the 30 day of 12 (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2019

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

Great Southern Agency
12111 Spring Cypress Rd.
Suite A
Tomball TX 77377

CONTACT NAME: Nicki Burger
PHONE (A/C, No, Ext): (281) 444-3388 FAX (A/C, No):
E-MAIL ADDRESS: nicki@greatsouthernagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity	13439
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SOUTHWESTERN PAINT & WALLPAPER CO INC
P O BOX 130259
HOUSTON TX 77219

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			680008M277770	1/30/2019	1/30/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA9L115304	1/30/2019	1/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $			CUP009M626554	1/30/2019	1/30/2020	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB008M282405	1/30/2019	1/30/2020	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Property			680008M277770	1/30/2019	1/30/2020	BPP - Total 4 Loc.	$616,600

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

CERTIFICATE HOLDER

City of Galveston

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

Paul Jacks

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EXHIBIT A

ORIGINAL

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.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☑ Appendix B – Conflict of Interest
- ☑ Appendix C – House Bill 89 Verification
- ☑ Appendix D – Property Tax Statement
- ☑ Appendix E – Nepotism Statement
- ☑ Appendix F – Non-Collusion Statement
- ☑ Appendix G – Certification Regarding Debarment

✓ **Appendix J (pages_28_ through _48_) 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:	**20-001**		
Project Title:	**Maintenance, Repair, and Operational Supplies**		
Submittal Deadline:	**Tuesday, November 26, 2019 @ 10:00 a.m. CST**		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	Southwestern Paint & Wallpaper Co., Inc.		
Address:	P.O. Box 130259		
City, State & Zip	Houston, TX 77219		
Federal Employers Identification Number #	74-0914873		
Phone Number:	713-522-1685	**Fax Number:**	713-522-5148
E-Mail Address:	office@southwesternpaint.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Hugo Galindo / General Manager

Signature of Authorized Representative: _____

Signed this 20 (day) of November (month), 2019 (year)

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. See attachments

B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.

D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.

E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

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

A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

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

3. Bidder's Experience / Staff

A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience. See attachments

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: 80 ; and the number of employees: 36 .

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. See attachments

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: Milam and Company	
Contact Name: Amber Pettit	Contact Title: Office Manager
Phone: 713-869-0225	Email: amber@milampainting.com
Date and Scope of Services Provided: Over 30 years, Paint and paint supplies.	

Reference #2:

Client / Company Name: Marek Brothers	
Contact Name: Chuck Bundren	Contact Title: Team Leader-Paint
Phone: 713-681-2626	Email: chuckbundren@marekbros.com
Date and Scope of Services Provided: Over 30 years, Paint and Paint supplies.	

Reference #3:

Client / Company Name: Hotel Galvez	
Contact Name: Dennis Cockcroft	Contact Title: Chief Engineer
Phone: 832-712-0129	Email: Dcockcroft@wyndham.com
Date and Scope of Services Provided: 15 years Paint and Paint Supplies	

5. Trade Secrets and/or Confidential Information

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

6. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #_____-_____-_____.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): #026652289.

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.

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 **[ ] No, Only the City can purchase.**

8. **Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:**

A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any 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 of Galveston will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION ..... 0 %

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... 2 %

THIRD ADDITIONAL YEAR (FY 2023) ESCALATION ..... 0 %

FOURTH ADDITIONAL YEAR (FY 2024) ESCALATION ..... 2 %

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Southwestern Paint & Wallpaper Co., Inc.

Contract #: 20-001

Description: Paint and Paint Supplies

Primary Contact (Name): Bobby Prine

Primary Contact Phone Numbers: Home: N/A Cell: 832-468-8870

Secondary Contact (Name): Trent Meyer

Secondary Contact Phone Numbers: Home: N/A Cell: 979-251-1553

After Hours emergency opening fee, if applicable: $ Ø

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. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

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

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

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of 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.

OFFICE USE ONLY

Date Received

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

N/A

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

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

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

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

11/20/19

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

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Hugo Galindo **(Person name), the undersigned representative of (Company or Businsess Name)** Southwestern paint & Wallpaper Co. Inc **(hereinafter referred to as Company)**

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.**

11/25/2019
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas **§**
COUNTY OF Harris **§**

On this day, BEFORE ME, the undersigned, personally appeared Hugo Galindo **, the** General Manager **of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 **day of** November**, 201**9**.**

[SEAL]

CINDY BOUTTE
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 01/04/2023
NOTARY ID 12576606-3

Cindy Boutte
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

_____

_____

Hugo Galindo
Bidder's Printed or Typed Name

Bidder's Signature

11/20/19
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 Southwestern Paint & Wallpaper Co., Inc.

ADDRESS P.O. Box 130259, Houston, TX 77219

PHONE 713-522-1685

FAX 713-522-5148

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) Hugo Galindo

POSITION WITH COMPANY General Manager

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID _____

COMPANY OFFICIAL (PRINTED NAME) CHAD CRSAK

OFFICIAL POSITION CO-OWNER

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

Appendix G – Document 00435
The City of Galveston, Texas

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

BIDDER'S CERTIFICATION REGARDING DEB.ARMENT, 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 voluntary 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.

Hugo Galindo
(Printed or typed Name of Signatory)

(Signature)

11/20/19
(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 be competitive
- ☐ Cannot meet specifications highlighted in the attached request
- ☐ Job too large
- ☐ Do not wish to do business with the City of Galveston
- ☐ Cannot submit electronically
- ☐ Cannot provide Insurance required
- ☐ Cannot provide Bonding required
- ☐ Cannot comply with Indemnification requirement
- ☐ Job too small
- ☐ Other: _____

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (_____) _____

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

Appendix I – ACH Form

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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

Appendix I – ACH Form continued

City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize 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: Wells Fargo

Financial Institute Address: 1500 Waugh Dr. Houston, TX 77019

Routing Number: 111900659

Account Number: 0745847020

SWIFT Code: (if applicable) _____

Signature

Company Name: Southwestern Paint & Wallpaper Co. Inc.

Authorized Signature: _____ Date: 11/25/19

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

Appendix J – Scope of Services

1. **Project Title: Bid 20-001 Maintenance, Repair, and Operational Supplies.**

2. **Scope of Services Contact**

   Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

   There are no bonding requirements for this solicitation.

   The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID # 20-001
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.

Hugo Galindo
(printed name of signatory)

11/20/19
(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.

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.

Hugo Galindo
(printed name of signatory)

11/20/19
(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."

Hugo Galindo
(printed name of signatory)

11/20/19
(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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Hugo Galindo
(printed name of signatory)

11/20/19
(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.

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Hugo Galindo
(printed name of signatory)

11/20/19
(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, Southwestern Paint, 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 26 day of November, 2019

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Hugo Galindo
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

General Manager
Title of Authorized Official

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

The Contractor,_____, 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_____day of_____, 20___

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

_____
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

_____
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.

Hugo Galindo
(printed name of signatory)

11/20/19
(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.

Hugo Galindo
(printed name of signatory)

11/20/19
(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.

Hugo Galindo
(printed name of signatory)

11/20/19
(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.

Hugo Galindo
(printed name of signatory)

11/20/19
(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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Hugo Galindo
(printed name of signatory)

11/20/19
(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
Location of the Vendor
Meets Specifications

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Bid Release Date	November 4, 2019
Deadline for Submittal of Written Questions	November 18, 2019
Sealed Bids Due to and Opened by City	November 26, 2019 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	December 2019
Anticipated Award Date	December 2019

7. Scope of Services

Introduction:
The City of Galveston is soliciting an invitation to bid to secure prices and/or fixed percentage discounts and establish a term contract for the purchase of various maintenance, repair, and operational supplies, as specified herein. This contract will be awarded and utilized by various departments, on an "as needed" basis.

Maintenance, Repair and Operational Supplies Categories - This bid is designed to identify core product categories utilizing discounts as a percentage off the supplier's current price list at time of order.

1. Tools
2. Hardware
3. Floor, Wall and Ceiling Materials
4. General Building Materials
5. Lumber*
6. Plumbing
7. Electrical and Lights
8. Paint

**Awardees will not have exclusive rights on sale of product categories covered within this bid. The City maintains a primary contract for lumber and building material supplies. This bid is intended to supplement this existing primary commodity only.*

Clarification and Interpretation of BID:
The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the solicitation.

The City desires to avoid any misunderstanding where it is assumed that a feature is included in the solicitation as opposed to an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any product / service that is referred to in the body of this response will be considered included in the basic offer.

Purpose:
The purpose of this BID is to provide minimum requirements, solicit BIDs and gain adequate information from which the City may accept the Offeror's products as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

Qualifications:
All bidders must be stocking vendors, regularly engaged in supplying maintenance, repair, and operational supplies, and must be able to provide products no later than next business day or as otherwise specified.

receipt of written notice to resolve said problems. If said problem is not resolved by the Vendor, the City of Galveston may then terminate this agreement for nonperformance with fifteen (15) day written notice.

Products:
Products provided by vendors shall be commercial grade and meet all federal, state and local standards for quality and safety. Products not meeting these standards will be deemed unacceptable and returned to the vendor for credit at no charge to the City. All products purchased must carry a standard manufacturer's warranty.

New/Upgraded Products:
During the contract period, if new and/or upgraded products are made available by the product manufacturer, the successful bidder of such items shall submit a written request for acceptance of such items, along with a price list. A reasonable price must be submitted for each item requested. In the event that any item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.

Pricing:
Offeror may bid by individual group or all groups but each and every item in the group must be completed and must show a % off discount, even if zero. The % off discount will represent the percentage off the current "contractor list/retail/catalogue price" of the item ordered. All awarded percentages will remain fixed for a one-year term. The City reserves the right to make multiple awards and purchase from those vendors offering the lowest net pricing at time of order, such net pricing to reflect the discount percentages accepted under this bid.

The City reserves the right to conduct random audits to ensure accuracy of pricing. A 48-hour notice will be provided prior to audit commencement.

Questionnaire and Bid Form:
Offeror must return the solicitation with the all of the required forms, addenda, offeror questionnaire, and bid form.

Any additional products may be included on the lines marked "Other" with a complete description of the product. Offeror may also include an inventory of items usually carried in stock with list pricing.

OFFEROR QUESTIONNAIRE

1. Do any of the products listed in the vendor's offer qualify for environmental certifications?
   ✓ Yes ____ No

   If yes, please provide or attach information regarding these certifications. LEED

2. Does your company participate in environmental programs? ____ Yes ✓ No

   If yes, please provide or attach information regarding these programs. _____

3. Can offeror meet or exceed normal delivery time requirement of next business day after receipt of order for in-stock items? Delivery, shipping, freight and other related charges shall be at no cost to the City of Galveston with the exception of inbound/freight/shipping charges for expedited orders. ✓ Yes ____ No

   If no, please explain in detail your delivery times and/or delivery charges. _____

4. Does your company have a facility within twenty-five (25) miles of the City of Galveston located at 823 Rosenberg Street, Galveston, Texas 77550? ✓ Yes ____ No

5. What is the address of your company's facility? (no award will be made on the basis of location of facility)

   6211 Stewart Rd., Galveston, TX 77551

6. In case of an emergency, please provide a contact name and number for procuring goods after designated working hours due to any emergency (i.e. Hurricane, Manmade Disaster)

   Bobby Prine 832-468-8870 or Trent Meyer 979-251-1553

7. Are any of your products subject to tariffs imposed by the United States government in sections 232 or 301? ____ Yes ✓ No
   If yes, and those tariffs are passed to the customer, provide a comprehensive list of those items. (this may be attached to your submittal on separate pieces of paper)

PRICING FORM

Category	Description	% Discount off of List/Store Retail/Catalogue Pricing
1	Tools	%
2	Plumbing	%
3	Electrical & Lights	%
4	Paint & Supplies	25 %
5	General Hardware	%
6	Floors, Walls & Ceilings	
	Ceiling tile	%
	Ceramic floor & wall tile	%
	Floor tile	%
	Mini blinds	%
	Paneling	%
	Suspended ceiling	%
	Wood, Vinyl, Laminate Flooring	%
7	Lumber	%
8	Building Materials	
	Door, metal w/ jamb	%
	Door, wood w/ jamb	%
	Windows	%
	Plexi-glass	%
	Concrete products	%
	Drywall	%
	Fencing	%

Category	Description	% Discount off of List/Store Retail/Catalogue Pricing
	Insulation	%
	Metal Studs	%
	Molding	%
	Nails	%
	Fasteners	%
	Roofing	%
	Siding	%
	Stair Components	%
Other	**Description**	%
		%
		%
		%
		%
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		%
		%
		%
		%
		%
		%
		%
		%

Date: 11/19/2019

To: Prospective Bidders

Subject: Addendum No. 1
Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/4/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

1. On Appendix A - Proposed Products and/or service and Bidder's Experience / Staff. Do I summarize what applies to my business in a separate sheet of paper? You may, but you may also just include brochures or flyers.

2. Schedule Pricing. Is the unit price is my "list price" and extension price is the price after percentage discount price? Please use the price sheet provided at the end of the solicitation. It is requiring on the percentage discount off of list/catalogue price.

3. I am a paint, paint tools and paint sundries vendor. I have a lot of vendors with big catalogs. Under products, your request is, "products provided by vendors shall be commercial grade". Do I condense my price list only to meet the criteria? For the media source, do you prefer all pricing in one file? Yes. Yes.

4. Do I submit the product catalogs in media source and/or paper copy? You should submit both a paper copy and a media source with the catalogues.

5. Anything that I submit in paper needs to be uploaded into a media source to submit? Yes

6. Do you prefer the paper price list in a binder? No. It can be binder clipped, comb, or spiral bound.

7. My business is new to the island. I have products comparable to what the city is currently using. If I'm considered for the contract, will I have an opportunity to educate the departments on my products? Yes, if you are awarded a contract by the City Council. If yes, will this happen before, during or after the contract is finalized? The contract will have to be fully executed before any contact with the departments.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	11/20/19 **Date**
Hugo Galindo **Printed Name**	Southwestern Paint & Wallpaper Co., Inc. **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

SOUTHWESTERN PAINT AND WALLPAPER CO.

Co-President
Dean Stevens
dean@southwesternpaint.com
713-522-1685

Co-President
Chad Orsak
chad@southwesternpaint.com
713-522-1685

General Manager
Hugo Galindo
hugo@southwesternpaint.com
832-293-9075

Inventory Manager:
Jim Rowley
jim@southwesternpaint.com
713-705-3657

Office/Accounts Manager
Tamra Barnes
office@southwesternpaint.com
832-429-3054

Sales Representative
Angel Perez
angel@southwesternpaint.com
832-461-6787

Sales Representative
Edgar Martinez
edgar@southwesternpaint.com
832-876-6927

Locations

Galveston Location:
6211 Stewart Road
Galveston, Texas 77551
Telephone:(409)497-4470
Fax:(409)497-2439
Email: ordersg@southwesternpaint.com
Manager: Bobby Prine- (832)468-8870
bobby@southwesternpaint.com
Trenton Meyer- (979)251-1553
trent@southwesternpaint.com

Downtown (Main) Location:
1902 Taft
Houston, Texas 77006
Telephone: (713)522-1685
Fax: (713)522-5148
Email: ordersa@southwesternpaint.com
Manager: Ben Medina

West University Location:
2726 Bissonett
Houston, Texas 77005
Telephone: (713)520-6262
Manager: Mike Harris

Spring Location:
1998 FM 1960
Houston, Texas 77090
Telephone: (281)444-4010
Manager: Ramon Pardo

Katy Location:
403 S. Grand Parkway
Katy, Texas 77494
Telephone: (281) 395-5900
Manager: Benjamin Maldonado

Woodlands Location:
25507 Interstate 45
Spring, Texas 77380
Telephone: (281)298-9300
Manager: Cesar Duenez

Northwest Location:
14300 Northwest Freeway
Houston, Texas 77040
Telephone: (713)726-9144
Manager: Brent Stevens

1902 Taft Houston, TX 77006 713-522-1685
1998 FM 1960 W Houston, TX 77090 281-444-4010
2726 Bissonnet St Houston, TX 77005 713-520-6262
403 S. Grand Pkwy. Katy, TX 77494 281-395-5900
25507 I-45 Spring, TX 77380 281-298-9300
6122 Stewart Rd. Galveston, Texas 77551 409-497-4470
14300 Northwest Freeway Houston, Texas 77040 713-726-9144

11/25/2019

To who it may concern,

Southwestern Paint is paint, paint supplies and paint equipment retailer. Southwestern Paint has been in business since 1940. Our senior employees have over 25 years of experience.

Benjamin Moore Paints is our main paint line. We also have access to other paint lines, such as PPG and International Coatings. We carry a variety of paint sundries and tools. We offer free delivery; custom color match and custom spray can service.

Thank you,

Hugo Galindo

ORIGINAL

SOUHWESTERN PAINT & WALLPAPER CO., INC.

PRICE LIST

BID# 20-001

MAINTENANCE, REPAIR AND OPERATIONS SUPPLIES

Southwestern Paint Wallpaper Co., Inc.

SKU	Quantity	Product Name	List Price	Net
002400-001		FS ALL P ALK PRIMER-WHITE	$42.99	
002400-005		FS ALL P ALK PRIMER-WHITE	$203.99	
002404-001		FS ALL P ALK PRIMER-DEEP CL BS	$42.99	
002700-001		SURE SEAL LTX PRIME-WHITE	$21.99	
002700-005		SURE SEAL LTX PRIME-WHITE	$99.99	
004600-001		FS HI HIDE PRIMER -WHITE	$37.99	
004600-005		FS HI HIDE PRIMER -WHITE	$179.99	
004604-001		FS HI HIDE PRIMER -DEEP BASE	$37.99	
009400-001		FS EXT WOOD PRIMER -WHITE	$43.99	
009400-005		FS EXT WOOD PRIMER -WHITE	$204.99	
010000-001		FS MOORWHITE PRIMER-WHITE	$57.99	
010004-001		FS MOORWHITE PRIMER-DP BASE	$57.99	
010020-001		FS MOORWHITE PRIMER-RED	$57.99	
010070-001		FS MOORWHITE PRIMER-GRAY	$57.99	
012101-001		LATEX FLOOR & PATIO-WHITE	$68.99	
01211X-001		LATEX FLOOR & PATIO-BASE 1	$68.99	
012123-001		LATEX FLOOR & PATIO-COUNTRY RD	$68.99	
01212X-001		LATEX FLOOR & PATIO-BASE 2	$68.99	
01213X-001		LATEX FLOOR & PATIO-BASE 3	$68.99	
012140-001		LATEX FLOOR & PATIO-GREEN	$68.99	
01214X-001		LATEX FLOOR & PATIO-BASE 4	$68.99	
012160-001		LATEX FLOOR & PATIO-RICH BROWN	$68.99	
012170-001		LATEX FLOOR & PATIO-LIGHT GRAY	$68.99	
012171-001		LATEX FLOOR & PATIO-DECK GRAY	$68.99	
021700-001		FS ENAMEL UNDERBODY-WHITE	$48.99	
031300-016		COMPOSITE DECK CLNR- EA	$34.99	
031500-001		PREM EXT ST FIN REM- 1G	$39.99	
031700-001		PREM EXT ST BR/NTRL- 1G	$39.99	
032000-001		PREM EXT ST WATPRFR-CLEAR 1G	$31.99	
032610-001		PREM EXT TRANSLUCEN-NATURAL	$53.99	
032610-005		PREM EXT TRANSLUCEN-NATURAL	$264.99	
032620-001		PREM EXT TRANSLUCEN-REDWOOD	$53.99	
032630-001		PREM EXT TRANSLUCEN-TEAK	$53.99	
032640-001		PREM EXT TRANSLUCEN-CEDAR	$53.99	
032659-001		PREM EXT TRANSLUCEN-MAHG FLAME	$53.99	

032660-001	PREM EXT TRANSLUCEN-MAHOGANY	$53.99
032670-001	PREM EXT TRANSLUCEN-SILVER GRY	$53.99
032781-001	VINYL LATEX -FLAT BLACK	$37.99
032781-005	VINYL LATEX -FLAT BLACK	$184.99
032806-001	PREM EXT ST ALK S/T-TINT BASE	$53.99
032806-004	PREM EXT ST ALK S/T-TINT BASE	$22.99
032806-005	PREM EXT ST ALK S/T-TINT BASE	$264.99
032906-001	PREM EXT ST AL S/S -TINT BASE	$53.99
032906-004	PREM EXT ST AL S/S -TINT BASE	$22.99
032906-005	PREM EXT ST AL S/S -TINT BASE	$264.99
035400-001	SUPERHIDE ZERO PRIM-WHITE	$21.99
035400-005	SUPERHIDE ZERO PRIM-WHITE	$112.99
035501-001	SUPERHIDE ZERO FLAT-WHITE	$21.99
035501-005	SUPERHIDE ZERO FLAT-WHITE	$112.99
035503-001	SUPERHIDE ZERO FLAT-BONE WHITE	$21.99
035503-005	SUPERHIDE ZERO FLAT-BONE WHITE	$112.99
035504-001	SUPERHIDE ZERO FLAT-CEILING WH	$21.99
035504-005	SUPERHIDE ZERO FLAT-CEILING WH	$112.99
03551X-001	SUPERHIDE ZERO FLAT-TINT WHITE	$21.99
03551X-005	SUPERHIDE ZERO FLAT-TINT WHITE	$112.99
03552X-001	SUPERHIDE ZERO FLAT-BASE 2	$21.99
03552X-005	SUPERHIDE ZERO FLAT-BASE 2	$112.99
03553X-001	SUPERHIDE ZERO FLAT-BASE 3	$21.99
03553X-005	SUPERHIDE ZERO FLAT-BASE 3	$112.99
035570-001	SUPERHIDE ZERO FLAT-LINEN WH	$21.99
035570-005	SUPERHIDE ZERO FLAT-LINEN WH	$112.99
035573-001	SUPERHIDE ZERO FLAT-NAVAJO WH	$21.99
035573-005	SUPERHIDE ZERO FLAT-NAVAJO WH	$112.99
035574-001	SUPERHIDE ZERO FLAT-CHINA WH	$21.99
035574-005	SUPERHIDE ZERO FLAT-CHINA WH	$112.99
035601-001	SUPERHIDE ZERO LS -WHITE	$21.99
035601-005	SUPERHIDE ZERO LS -WHITE	$112.99
035603-001	SUPERHIDE ZERO LS -BONE WHITE	$21.99
035603-005	SUPERHIDE ZERO LS -BONE WHITE	$112.99
03561X-001	SUPERHIDE ZERO LS -TINT WHITE	$21.99
03561X-005	SUPERHIDE ZERO LS -TINT WHITE	$112.99

03562X-001	SUPERHIDE ZERO LS -BASE 2	$21.99
03562X-005	SUPERHIDE ZERO LS -BASE 2	$112.99
03563X-001	SUPERHIDE ZERO LS -BASE 3	$21.99
03563X-005	SUPERHIDE ZERO LS -BASE 3	$112.99
035670-001	SUPERHIDE ZERO LS -LINEN WH	$21.99
035670-005	SUPERHIDE ZERO LS -LINEN WH	$112.99
035673-001	SUPERHIDE ZERO LS -NAVAJO WH	$21.99
035673-005	SUPERHIDE ZERO LS -NAVAJO WH	$112.99
035701-001	SUPERHIDE ZERO EGGS-WHITE	$21.99
035701-005	SUPERHIDE ZERO EGGS-WHITE	$112.99
035703-001	SUPERHIDE ZERO EGGS-BONE WHITE	$21.99
035703-005	SUPERHIDE ZERO EGGS-BONE WHITE	$112.99
03571X-001	SUPERHIDE ZERO EGGS-TINT WHITE	$21.99
03571X-005	SUPERHIDE ZERO EGGS-TINT WHITE	$112.99
03572X-001	SUPERHIDE ZERO EGGS-BASE 2	$21.99
03572X-005	SUPERHIDE ZERO EGGS-BASE 2	$112.99
03573X-001	SUPERHIDE ZERO EGGS-BASE 3	$21.99
03573X-005	SUPERHIDE ZERO EGGS-BASE 3	$112.99
035770-001	SUPERHIDE ZERO EGGS-LINEN WH	$21.99
035773-001	SUPERHIDE ZERO EGGS-NAVAJO WH	$21.99
035773-005	SUPERHIDE ZERO EGGS-NAVAJO WH	$112.99
035801-001	SUPERHIDE ZERO SEMI-WHITE	$21.99
035801-005	SUPERHIDE ZERO SEMI-WHITE	$112.99
035803-001	SUPERHIDE ZERO SEMI-BONE WHITE	$21.99
035803-005	SUPERHIDE ZERO SEMI-BONE WHITE	$112.99
03581X-001	SUPERHIDE ZERO SEMI-TINT WHITE	$21.99
03581X-005	SUPERHIDE ZERO SEMI-TINT WHITE	$112.99
03582X-001	SUPERHIDE ZERO SEMI-BASE 2	$21.99
03582X-005	SUPERHIDE ZERO SEMI-BASE 2	$112.99
03583X-001	SUPERHIDE ZERO SEMI-BASE 3	$21.99
03583X-005	SUPERHIDE ZERO SEMI-BASE 3	$112.99
035870-001	SUPERHIDE ZERO SEMI-LINEN WH	$21.99
035870-005	SUPERHIDE ZERO SEMI-LINEN WH	$112.99
035873-001	SUPERHIDE ZERO SEMI-NAVAJO WH	$21.99
035873-005	SUPERHIDE ZERO SEMI-NAVAJO WH	$112.99
035874-001	SUPERHIDE ZERO SEMI-CHINA WH	$21.99

035874-005	SUPERHIDE ZERO SEMI-CHINA WH	$112.99
035901-001	US MSRY ELAST FLAT -WHITE	$34.99
035901-005	US MSRY ELAST FLAT -WHITE	$162.99
03591X-001	US MSRY ELAST FLAT -BASE 1	$34.99
03591X-005	US MSRY ELAST FLAT -BASE 1	$162.99
03592X-001	US MSRY ELAST FLAT -BASE 2	$34.99
03592X-005	US MSRY ELAST FLAT -BASE 2	$162.99
03593X-001	US MSRY ELAST FLAT -BASE 3	$34.99
03593X-005	US MSRY ELAST FLAT -BASE 3	$162.99
03594X-001	ULTR MASON ELAS COAT FLAT BASE	$34.99
03594X-005	ULTR MASON ELAS COAT FLAT BASE	$162.99
036001-001	US MSRY ELAST LL -WHITE	$34.99
036001-005	US MSRY ELAST LL -WHITE	$162.99
03601X-001	US MSRY ELAST LL -BASE 1	$34.99
03601X-005	US MSRY ELAST LL -BASE 1	$162.99
03602X-001	US MSRY ELAST LL -BASE 2	$34.99
03602X-005	US MSRY ELAST LL -BASE 2	$162.99
03603X-001	US MSRY ELAST LL -BASE 3	$34.99
03603X-005	US MSRY ELAST LL -BASE 3	$162.99
03604X-001	US MSRY ELAST LL -BASE 4	$34.99
03604X-005	US MSRY ELAST LL -BASE 4	$162.99
036600-001	ARBORCOAT EXT OIL PR-WHITE	$58.99
036604-001	ARBORCOAT EXT OIL PR-DEEP BASE	$58.99
036606-001	ARBORCOAT EXT OIL PR-NEUTRAL	$58.99
039501-005	BM DRYFALL LTX FLAT-WHITE	$82.99
03951X-005	BM DRYFALL LTX FLAT-BASE 1	$82.99
03952X-005	BM DRYFALL LTX FLAT-BASE 2	$82.99
03953X-005	BM DRYFALL LTX FLAT-BASE 3	$82.99
03954X-005	BM DRYFALL LTX FLAT-BASE 4	$82.99
039580-005	BM DRYFALL LTX FLAT-BLACK	$82.99
039601-005	PROF DRYFALL LTX EG-WHITE	$99.99
03961X-005	PROF DRYFALL LTX EG-BASE 1	$99.99
039701-005	BM DRYFALL LTX SEMI-WHITE	$114.99
03971X-005	BM DRYFALL LTX SEMI-BASE 1	$114.99
048401-001	ULTR SPEC SCUFF-X INT MATT-WHI	$49.99
048401-005	ULTR SPEC SCUFF-X INT MATT-WHI	$234.99

04841X-001	ULTR SPEC SCUFF-X IN MAT-BASE	$49.99
04841X-005	ULTR SPEC SCUFF-X IN MAT-BASE	$234.99
04842X-001	ULTR SPEC SCUFF-X IN MAT-BASE	$49.99
04842X-005	ULTR SPEC SCUFF-X IN MAT-BASE	$234.99
04843X-001	ULTR SPEC SCUFF-X IN MAT-BASE	$49.99
04843X-005	ULTR SPEC SCUFF-X IN MAT-BASE	$234.99
04844X-001	ULTR SPEC SCUFF-X IN MAT-BASE	$49.99
04844X-005	ULTR SPEC SCUFF-X IN MAT-BASE	$234.99
048501-001	ULTRA SPEC SCUFF-X INT EG-WHIT	$49.99
048501-005	ULTRA SPEC SCUFF-X INT EG-WHIT	$234.99
04851X-001	ULTR SPEC SCUFF-X INT E/S-BASE	$49.99
04851X-005	ULTR SPEC SCUFF-X INT E/S-BASE	$234.99
04852X-001	ULTR SPEC SCUFF-X INT E/S-BASE	$49.99
04852X-005	ULTR SPEC SCUFF-X INT E/S-BASE	$234.99
04853X-001	ULTR SPEC SCUFF-X INT E/S-BASE	$49.99
04853X-005	ULTR SPEC SCUFF-X INT E/S-BASE	$234.99
04854X-001	ULTR SPEC SCUFF-X IN EGG-BASE	$49.99
04854X-005	ULTR SPEC SCUFF-X INT E/S-BASE	$234.99
048601-001	ULTRA SPEC SCUFF-X INT STN-WHI	$49.99
048601-005	ULTRA SPEC SCUFF-X INT STN-WHI	$234.99
04861X-001	ULTR SPEC SCUFF-X IN STN-BASE	$49.99
04861X-005	ULTR SPEC SCUFF-X IN STN-BASE	$234.99
04862X-001	ULTR SPEC SCUFF-X IN STN-BASE	$49.99
04862X-005	ULTR SPEC SCUFF-X IN STN-BASE	$234.99
04863X-001	ULTR SPEC SCUFF-X IN STN-BASE	$49.99
04863X-005	ULTR SPEC SCUFF-X IN STN-BASE	$234.99
04864X-001	ULTR SPEC SCUFF-X IN STN-BASE	$49.99
04864X-005	ULTR SPEC SCUFF-X IN STN-BASE	$234.99
048701-001	ULTRA SPEC SCUFF-X INT SG-WHIT	$52.99
048701-005	ULTRA SPEC SCUFF-X INT SG-WHIT	$259.99
04871X-001	ULTRA SPEC SCUFF-X INT SG-BASE	$52.99
04871X-005	ULTRA SPEC SCUFF-X INT SG-BASE	$259.99
04872X-001	ULTRA SPEC SCUFF-X INT SG-BASE	$52.99
04872X-005	ULTRA SPEC SCUFF-X INT SG-BASE	$259.99
050000-012	NOTABLE KIT 200SQFT- CLEAR JAR	$464.99
050000-032	NOTABLE KIT 100SQFT- CLEAR HG	$307.99

050000-042	NOTABLE KIT 50SQ FT- CLEAR JAR	$212.99
050001-012	NOTABLE KIT 200SQFT- WHITE JAR	$464.99
050001-032	NOTABLE KIT 100SQFT- WHITE KIT	$307.99
050001-042	NOTABLE KIT 50SQ FT- WHITE JAR	$212.99
057101-005	ULTRA SPEC HB MASON BLOCK FILL	$77.99
060800-001	ULTR SPE MASON 100% ACRYL SEAL	$21.99
060800-005	ULTR SPE MASON 100% ACRYL SEAL	$94.99
060801-001	ULTR SPE MASON 100% ACRYL SEAL	$21.99
060801-005	ULTR SPE MASON 100% ACRYL SEAL	$94.99
063600-001	ARBORCOAT EXT WB ST-CLEAR	$57.99
063600-005	ARBORCOAT EXT WB ST-CLEAR	$264.99
063600-008	ARBORCOAT EXT WB ST-CLEAR	$10.99
063901-001	ARBORCOAT WB S/S -WHITE	$57.99
063901-008	ARBORCOAT WB S/S -WHITE	$10.99
063906-001	ARBORCOAT WB S/S -TINT BASE	$57.99
063906-005	ARBORCOAT WB S/S -TINT BASE	$264.99
063906-008	ARBORCOAT WB S/S -TINT BASE	$10.99
064001-001	ARBORCOAT WB SOLID -WHITE	$57.99
064001-005	ARBORCOAT WB SOLID -WHITE	$279.95
06401X-001	ARBORCOAT WB SOLID -BASE 1	$57.99
06401X-005	ARBORCOAT WB SOLID -BASE 1	$279.95
06401X-008	ARBORCOAT WB SOLID -BASE 1	$10.99
06402X-001	ARBORCOAT WB SOLID -BASE 2	$57.99
06402X-005	ARBORCOAT WB SOLID -BASE 2	$279.95
06402X-008	ARBORCOAT WB SOLID -BASE 2	$10.99
06403X-001	ARBORCOAT WB SOLID -BASE 3	$57.99
06403X-005	ARBORCOAT WB SOLID -BASE 3	$279.95
06403X-008	ARBORCOAT WB SOLID -BASE 3	$10.99
06404X-001	ARBORCOAT WB SOLID -BASE 4	$57.99
06404X-005	ARBORCOAT WB SOLID -BASE 4	$279.95
06404X-008	ARBORCOAT WB SOLID -BASE 4	$10.99
079000-001	ADVANCE WB PRIMER -WHITE	$57.99
079101-001	ADVANCE WB MATTE -WHITE	$59.99
079101-004	ADVANCE WB MATTE -WHITE	$24.99
079101-005	ADVANCE WB MATTE -WHITE	$299.95
07911X-001	ADVANCE WB MATTE -BASE 1	$59.99

07911X-004	ADVANCE WB MATTE -BASE 1	$24.99
07911X-005	ADVANCE WB MATTE -BASE 1	$299.95
07912X-001	ADVANCE WB MATTE -BASE 2	$59.99
07912X-004	ADVANCE WB MATTE -BASE 2	$24.99
07913X-001	ADVANCE WB MATTE -BASE 3	$59.99
07913X-004	ADVANCE WB MATTE -BASE 3	$24.99
07914X-001	ADVANCE WB MATTE -BASE 4	$59.99
07914X-004	ADVANCE WB MATTE -BASE 4	$24.99
079180-001	ADVANCE WB MATTE -BLACK	$59.99
079180-004	ADVANCE WB MATTE -BLACK	$24.99
079201-001	ADVANCE WB SATIN -WHITE	$59.99
079201-004	ADVANCE WB SATIN -WHITE	$24.99
079201-005	ADVANCE WB SATIN -WHITE	$299.95
07921X-001	ADVANCE WB SATIN -BASE 1	$59.99
07921X-004	ADVANCE WB SATIN -BASE 1	$24.99
07921X-005	ADVANCE WB SATIN -BASE 1	$299.95
07922X-001	ADVANCE WB SATIN -BASE 2	$59.99
07922X-004	ADVANCE WB SATIN -BASE 2	$24.99
07923X-001	ADVANCE WB SATIN -BASE 3	$59.99
07923X-004	ADVANCE WB SATIN -BASE 3	$24.99
07924X-001	ADVANCE WB SATIN -BASE 4	$59.99
07924X-004	ADVANCE WB SATIN -BASE 4	$24.99
079280-001	ADVANCE WB SATIN -BLACK	$59.99
079280-004	ADVANCE WB SATIN -BLACK	$24.99
079301-001	ADVANCE WB SEMI -WHITE	$59.99
079301-004	ADVANCE WB SEMI -WHITE	$24.99
079301-005	ADVANCE WB SEMI -WHITE	$299.95
07931X-001	ADVANCE WB SEMI GL -BASE 1	$59.99
07931X-004	ADVANCE WB SEMI GL -BASE 1	$24.99
07931X-005	ADVANCE WB SEMI GL -BASE 1	$299.95
07932X-001	ADVANCE WB SEMI GL -BASE 2	$59.99
07932X-004	ADVANCE WB SEMI GL -BASE 2	$24.99
07933X-001	ADVANCE WB SEMI GL -BASE 3	$59.99
07933X-004	ADVANCE WB SEMI GL -BASE 3	$24.99
07934X-001	ADVANCE WB SEMI GL -BASE 4	$59.99
07934X-004	ADVANCE WB SEMI GL -BASE 4	$24.99

079380-001	ADVANCE WB SEMI -BLACK	$59.99
079380-004	ADVANCE WB SEMI -BLACK	$24.99
0P2208-001	URETHANE ALK GLS EN-SAFETY WH	$43.99
0P2208-004	URETHANE ALK GLS EN-SAFETY WH	$19.99
0P2208-005	URETHANE ALK GLS EN-SAFETY WH	$202.99
0P2215-001	URETHANE ALK GLS EN-SAFETY YEL	$43.99
0P2215-005	URETHANE ALK GLS EN-SAFETY YEL	$202.99
0P221B-001	URETHANE ALK GLS EN-PASTEL BSE	$43.99
0P221B-004	URETHANE ALK GLS EN-PASTEL BSE	$19.99
0P221B-005	URETHANE ALK GLS EN-PASTEL BSE	$202.99
0P2221-001	URETHANE ALK GLS EN-SAFETY RED	$43.99
0P2221-005	URETHANE ALK GLS EN-SAFETY RED	$202.99
0P222B-001	URETHANE ALK GLS EN-MEDIUM BSE	$43.99
0P222B-004	URETHANE ALK GLS EN-MEDIUM BSE	$19.99
0P222B-005	URETHANE ALK GLS EN-MEDIUM BSE	$202.99
0P2235-001	URETHANE ALK GLS EN-SAFETY BL	$43.99
0P223B-001	URETHANE ALK GLS EN-DEEP BASE	$43.99
0P223B-004	URETHANE ALK GLS EN-DEEP BASE	$19.99
0P223B-005	URETHANE ALK GLS EN-DEEP BASE	$202.99
0P224B-001	URETHANE ALK GLS EN-ULTRA BASE	$43.99
0P224B-004	URETHANE ALK GLS EN-ULTRA BASE	$19.99
0P224B-005	URETHANE ALK GLS EN-ULTRA BASE	$202.99
0P2260-001	URETHANE ALK GLS EN-BROWN	$43.99
0P2264-001	URETHANE ALK GLS EN-BRONZETONE	$43.99
0P2264-005	URETHANE ALK GLS EN-BRONZETONE	$202.99
0P2265-001	URETHANE ALK GLS EN-SAFETY OR	$43.99
0P2273-001	URETHANE ALK GLS EN-PLAT GRAY	$43.99
0P2273-005	URETHANE ALK GLS EN-PLAT GRAY	$202.99
0P2275-001	URETHANE ALK GLS EN-BTLSH GRAY	$43.99
0P2275-005	URETHANE ALK GLS EN-BTLSH GRAY	$202.99
0P2278-001	URETHANE ALK GLS EN-ALUMINIUM	$43.99
0P2282-001	URETHANE ALK GLS EN-SAFETY BLK	$43.99
0P2282-004	URETHANE ALK GLS EN-SAFETY BLK	$19.99
0P2282-005	URETHANE ALK GLS EN-SAFETY BLK	$202.99
0P2301-001	DTM ALK LOW LUSTRE -WHITE	$63.99
0P2301-004	DTM ALK LOW LUSTRE -WHITE	$24.99

0P231B-001	DTM ALK LOW LUSTRE -PASTEL BSE	$63.99
0P231B-004	DTM ALK LOW LUSTRE -PASTEL BSE	$24.99
0P232B-001	DTM ALK LOW LUSTRE -MEDIUM BSE	$63.99
0P232B-004	DTM ALK LOW LUSTRE -MEDIUM BSE	$24.99
0P233B-001	DTM ALK LOW LUSTRE -DEEP BASE	$63.99
0P233B-004	DTM ALK LOW LUSTRE -DEEP BASE	$24.99
0P234B-001	DTM ALK LOW LUSTRE -ULTRA BASE	$63.99
0P234B-004	DTM ALK LOW LUSTRE -ULTRA BASE	$24.99
0P2360-001	DTM ALK LOW LUSTRE -BRONZETONE	$63.99
0P2360-004	DTM ALK LOW LUSTRE -BRONZETONE	$24.99
0P2380-001	DTM ALK LOW LUSTRE -BLACK	$63.99
0P2380-004	DTM ALK LOW LUSTRE -BLACK	$24.99
0P2408-001	DTM ALKYD SEMI GLOS-SAFETY WHT	$63.99
0P2408-005	DTM ALKYD SEMI GLOS-SAFETY WHT	$269.99
0P241B-001	DTM ALKYD SEMI GLOS-PASTEL BSE	$63.99
0P241B-005	DTM ALKYD SEMI GLOS-PASTEL BSE	$269.99
0P242B-001	DTM ALKYD SEMI GLOS-MEDIUM BSE	$63.99
0P242B-005	DTM ALKYD SEMI GLOS-MEDIUM BSE	$269.99
0P243B-001	DTM ALKYD SEMI GLOS-DEEP BASE	$63.99
0P243B-005	DTM ALKYD SEMI GLOS-DEEP BASE	$269.99
0P244B-001	DTM ALKYD SEMI GLOS-ULTRA BASE	$63.99
0P244B-005	DTM ALKYD SEMI GLOS-ULTRA BASE	$269.99
0P2482-001	DTM ALKYD SEMI GLOS-SAFETY BLK	$63.99
C27101-001	SUPER SPEC ALKYD SG-WHITE	$53.99
C2711B-001	SUPER SPEC ALKYD SG-PASTEL BAS	$53.99
C2711B-005	SUPER SPEC ALKYD SG-PASTEL BAS	259.99
C2712B-001	SUPER SPEC ALKYD SG-MED BASE	$53.99
C2713B-001	SUPER SPEC ALKYD SG-DEEP BASE	$53.99
C2714B-001	SUPER SPEC ALKYD SG-ULTRA BASE	$53.99
HP0401-001	ULTR SPE HP ACR MTL PRIMER-WHI	$44.99
HP0401-005	US HP ACR METAL PRIM-WHITE	$218.99
HP2508-001	ULTRASPEC HP DTM LL-SAFETY WH	$54.99
HP2508-004	ULTRASPEC HP DTM LL-SAFETY WH	$21.99
HP2508-005	ULTRASPEC HP DTM LL-SAFETY WH	$263.99
HP2515-001	ULTRASPEC HP DTM LL-SFTY YELLO	$54.99
HP2515-004	ULTRASPEC HP DTM LL-SFTY YELLO	$21.99

HP251X-001	ULTRASPEC HP DTM LL-BASE 1	$54.99
HP251X-004	ULTRASPEC HP DTM LL-BASE 1	$21.99
HP251X-005	ULTRASPEC HP DTM LL-BASE 1	$263.99
HP2521-001	ULTRASPEC HP DTM LL-SAFETY RED	$54.99
HP2521-004	ULTRASPEC HP DTM LL-SAFETY RED	$21.99
HP252X-001	ULTRASPEC HP DTM LL-BASE 2	$54.99
HP252X-004	ULTRASPEC HP DTM LL-BASE 2	$21.99
HP252X-005	ULTRASPEC HP DTM LL-BASE 2	$263.99
HP253X-001	ULTRASPEC HP DTM LL-BASE 3	$54.99
HP253X-004	ULTRASPEC HP DTM LL-BASE 3	$21.99
HP253X-005	ULTRASPEC HP DTM LL-BASE 3	$263.99
HP254X-001	ULTRASPEC HP DTM LL-BASE 4	$54.99
HP254X-004	ULTRASPEC HP DTM LL-BASE 4	$21.99
HP254X-005	ULTRASPEC HP DTM LL-BASE 4	$263.99
HP2564-001	ULTRASPEC HP DTM LL-BRONZETONE	$54.99
HP2564-004	ULTRASPEC HP DTM LL-BRONZETONE	$21.99
HP2582-001	ULTRASPEC HP DTM LL-SFTY BLACK	$54.99
HP2582-004	ULTRASPEC HP DTM LL-SFTY BLACK	$21.99
HP2808-001	ULTRASPEC HP DTM GL-SAFETY WH	$54.99
HP2808-004	ULTRASPEC HP DTM GL-SAFETY WH	$21.99
HP2808-005	ULTRASPEC HP DTM GL-SAFETY WH	$263.99
HP2815-001	ULTRASPEC HP DTM GL-SFTY YELLO	$54.99
HP2815-004	ULTRASPEC HP DTM GL-SFTY YELLO	$21.99
HP281X-001	ULTRASPEC HP DTM GL-BASE 1	$54.99
HP281X-004	ULTRASPEC HP DTM GL-BASE 1	$21.99
HP281X-005	ULTRASPEC HP DTM GL-BASE 1	$263.99
HP2821-001	ULTRASPEC HP DTM GL-SAFETY RED	$54.99
HP2821-004	ULTRASPEC HP DTM GL-SAFETY RED	$21.99
HP282X-001	ULTRASPEC HP DTM GL-BASE 2	$54.99
HP282X-004	ULTRASPEC HP DTM GL-BASE 2	$21.99
HP282X-005	ULTRASPEC HP DTM GL-BASE 2	$263.99
HP283X-001	ULTRASPEC HP DTM GL-BASE 3	$54.99
HP283X-004	ULTRASPEC HP DTM GL-BASE 3	$21.99
HP283X-005	ULTRASPEC HP DTM GL-BASE 3	$263.99
HP284X-001	ULTRASPEC HP DTM GL-BASE 4	$54.99
HP284X-004	ULTRASPEC HP DTM GL-BASE 4	$21.99

HP284X-005	ULTRASPEC HP DTM GL-BASE 4	$263.99
HP2864-001	ULTRASPEC HP DTM GL-BRONZETONE	$ 54.99
HP2864-004	ULTRASPEC HP DTM GL-BRONZETONE	$21.99
HP2882-001	ULTRASPEC HP DTM GL-SFTY BLACK	$54.99
HP2882-004	ULTRASPEC HP DTM GL-SFTY BLACK	$21.99
HP2908-001	ULTRASPEC HP DTM SG-SAFETY WH	$54.99
HP2908-004	ULTRASPEC HP DTM SG-SAFETY WH	$21.99
HP2908-005	ULTRASPEC HP DTM SG-SAFETY WH	$263.99
HP2915-001	ULTRASPEC HP DTM SG-SFTY YELLO	$54.99
HP2915-004	ULTRASPEC HP DTM SG-SFTY YELLO	$21.99
HP291X-001	ULTRASPEC HP DTM SG-BASE 1	$54.99
HP291X-004	ULTRASPEC HP DTM SG-BASE 1	$21.99
HP291X-005	ULTRASPEC HP DTM SG-BASE 1	$263.99
HP2921-001	ULTRASPEC HP DTM SG-SAFETY RED	$54.99
HP2921-004	ULTRASPEC HP DTM SG-SAFETY RED	$21.99
HP292X-001	ULTRASPEC HP DTM SG-BASE 2	$54.99
HP292X-004	ULTRASPEC HP DTM SG-BASE 2	$21.99
HP292X-005	ULTRASPEC HP DTM SG-BASE 2	$263.99
HP293X-001	ULTRASPEC HP DTM SG-BASE 3	$54.99
HP293X-004	ULTRASPEC HP DTM SG-BASE 3	$21.99
HP293X-005	ULTRASPEC HP DTM SG-BASE 3	$263.99
HP294X-001	ULTRASPEC HP DTM SG-BASE 4	$54.99
HP294X-004	ULTRASPEC HP DTM SG-BASE 4	$21.99
HP294X-005	ULTRASPEC HP DTM SG-BASE 4	$263.99
HP2964-001	ULTRASPEC HP DTM SG-BRONZETONE	$54.99
HP2964-004	ULTRASPEC HP DTM SG-BRONZETONE	$21.99
HP2982-001	ULTRASPEC HP DTM SG-SFTY BLACK	$54.99
HP2982-004	ULTRASPEC HP DTM SG-SFTY BLACK	$21.99
N02300-001	FS MULTI-PUR PRIMER-WHITE	$38.99
N02300-004	FS MULTI-PUR PRIMER-WHITE	$14.99
N02300-005	FS MULTI-PUR PRIMER-WHITE	$182.99
N02304-001	FS MULTI-PUR PRIMER-DEEP BASE	$38.99
N02304-004	FS MULTI-PUR PRIMER-DEEP BASE	$14.99
N02304-005	FS MULTI-PUR PRIMER-DEEP BASE	$182.99
N12201-001	LATEX FLOOR & PATIO-WHITE	$68.99
N12201-004	LATEX FLOOR & PATIO-WHITE	$26.99

N1221X-001	LATEX FLOOR & PATIO-BASE 1	$68.99
N1221X-004	LATEX FLOOR & PATIO-BASE 1	$26.99
N12223-001	LATEX FLOOR & PATIO-CNTRY RDWD	$68.99
N12223-004	LATEX FLOOR & PATIO-CNTRY RDWD	$26.99
N1222X-001	LATEX FLOOR & PATIO-BASE 2	$68.99
N1222X-004	LATEX FLOOR & PATIO-BASE 2	$26.99
N1223X-001	LATEX FLOOR & PATIO-BASE 3	$68.99
N1223X-004	LATEX FLOOR & PATIO-BASE 3	$26.99
N12240-001	LATEX FLOOR & PATIO-GREEN	$68.99
N1224X-001	LATEX FLOOR & PATIO-BASE 4	$68.99
N1224X-004	LATEX FLOOR & PATIO-BASE 4	$26.99
N12260-001	LATEX FLOOR & PATIO-RICH BROWN	$68.99
N12270-001	LATEX FLOOR & PATIO-LIGHT GRAY	$68.99
N12271-001	LATEX FLOOR & PATIO-DECK GRAY	$68.99
N12274-001	LATEX FLOOR & PATIO-PLAT GRAY	$68.99
N37200-001	ECO SPEC WB LTX PRM-WHITE	$39.99
N37200-005	ECO SPEC WB LTX PRM-WHITE	$189.99
N37301-001	ECO SPEC WB INT FL -WHITE	$39.99
N37301-005	ECO SPEC WB INT FL -WHITE	$189.99
N3731X-001	ECO SPEC WB INT FL -BASE 1	$39.99
N3731X-005	ECO SPEC WB INT FL -BASE 1	$189.99
N3732X-001	ECO SPEC WB INT FL -BASE 2	$39.99
N3732X-005	ECO SPEC WB INT FL -BASE 2	$189.99
N3733X-001	ECO SPEC WB INT FL -BASE 3	$39.99
N3733X-005	ECO SPEC WB INT FL -BASE 3	$189.99
N3734X-001	ECO SPEC WB INT FL -BASE 4	$39.99
N3734X-005	ECO SPEC WB INT FL -BASE 4	$189.99
N37401-001	ECO SPEC WB INT EGG-WHITE	$39.99
N37401-005	ECO SPEC WB INT EGG-WHITE	$189.99
N3741X-001	ECO SPEC WB INT EGG-BASE 1	$39.99
N3741X-005	ECO SPEC WB INT EGG-BASE 1	$189.99
N3742X-001	ECO SPEC WB INT EGG-BASE 2	$39.99
N3742X-005	ECO SPEC WB INT EGG-BASE 2	$189.99
N3743X-001	ECO SPEC WB INT EGG-BASE 3	$39.99
N3743X-005	ECO SPEC WB INT EGG-BASE 3	$189.99
N3744X-001	ECO SPEC WB INT EGG-BASE 4	$39.99

N3744X-005	ECO SPEC WB INT EGG-BASE 4	$189.99
N37601-001	ECO SPEC WB INT S/G-WHITE	$39.99
N37601-005	ECO SPEC WB INT S/G-WHITE	$189.99
N3761X-001	ECO SPEC WB INT S/G-BASE 1	$39.99
N3761X-005	ECO SPEC WB INT S/G-BASE 1	$189.99
N3762X-001	ECO SPEC WB INT S/G-BASE 2	$39.99
N3762X-005	ECO SPEC WB INT S/G-BASE 2	$189.99
N3763X-001	ECO SPEC WB INT S/G-BASE 3	$39.99
N3763X-005	ECO SPEC WB INT S/G-BASE 3	$189.99
N3764X-001	ECO SPEC WB INT S/G-BASE 4	$39.99
N3764X-005	ECO SPEC WB INT S/G-BASE 4	$189.99
N42200-001	BENWOOD STAYS CL GL-CLEAR	$84.99
N42200-004	BENWOOD STAYS CL HG-CLEAR	$39.99
N42200-006	BENWOOD STAYS CL HG-CLEAR HP	$11.99
N42300-001	BENWOOD STAYS CL LL-CLEAR	$84.99
N42300-004	BENWOOD STAYS CL LL-CLEAR	$39.99
N42300-006	BENWOOD STAYS CL LL-CLEAR HP	$11.99
N42500-001	BENWOOD STAYS CL FL-CLEAR	$84.99
N42500-004	BENWOOD STAYS CL FL-CLEAR	$39.99
N42500-006	BENWOOD STAYS CL FL-CLEAR HP	$11.99
N44701-001	ULTRA SPEC EXT FLAT-WHITE	$43.99
N44701-005	ULTRA SPEC EXT FLAT-WHITE	$204.99
N4471X-001	ULTRA SPEC EXT FLAT-BASE 1	$43.99
N4471X-005	ULTRA SPEC EXT FLAT-BASE 1	$204.99
N4472X-001	ULTRA SPEC EXT FLAT-BASE 2	$43.99
N4472X-005	ULTRA SPEC EXT FLAT-BASE 2	$204.99
N4473X-001	ULTRA SPEC EXT FLAT-BASE 3	$43.99
N4473X-005	ULTRA SPEC EXT FLAT-BASE 3	$204.99
N4474X-001	ULTRA SPEC EXT FLAT-BASE 4	$43.99
N4474X-005	ULTRA SPEC EXT FLAT-BASE 4	$204.99
N44801-001	ULTRA SPEC EXT SATN-WHITE	$43.99
N44801-005	ULTRA SPEC EXT SATN-WHITE	$204.99
N4481X-001	ULTRA SPEC EXT SATN-BASE 1	$43.99
N4481X-005	ULTRA SPEC EXT SATN-BASE 1	$204.99
N4482X-001	ULTRA SPEC EXT SATN-BASE 2	$43.99
N4482X-005	ULTRA SPEC EXT SATN-BASE 2	$204.99

N4483X-001	ULTRA SPEC EXT SATN-BASE 3	$43.99
N4483X-005	ULTRA SPEC EXT SATN-BASE 3	$204.99
N4484X-001	ULTRA SPEC EXT SATN-BASE 4	$43.99
N4484X-005	ULTRA SPEC EXT SATN-BASE 4	$204.99
N44901-001	ULTRA SPEC EXT GLOS-WHITE	$43.99
N44901-005	ULTRA SPEC EXT GLOS-WHITE	$204.99
N4491X-001	ULTRA SPEC EXT GLOS-BASE 1	$43.99
N4491X-005	ULTRA SPEC EXT GLOS-BASE 1	$204.99
N4492X-001	ULTRA SPEC EXT GLOS-BASE 2	$43.99
N4492X-005	ULTRA SPEC EXT GLOS-BASE 2	$204.99
N4493X-001	ULTRA SPEC EXT GLOS-BASE 3	$43.99
N4493X-005	ULTRA SPEC EXT GLOS-BASE 3	$204.99
N4494X-001	ULTRA SPEC EXT GLOS-BASE 4	$43.99
N45501-001	ULTRA SPEC EXT LO LUSTR FIN WH	$43.99
N45501-005	ULTRA SPEC EXT LO LUSTR FIN WH	$204.99
N4551X-001	ULTRA SPEC EXT LO LUS FIN BASE	$43.99
N4551X-005	ULTRA SPEC EXT LO LUS FIN BASE	$204.99
N4552X-001	ULTRA SPEC EXT LO LUS FIN BASE	$43.99
N4552X-005	ULTRA SPEC EXT LO LUS FIN BASE	$204.99
N4553X-001	ULTRA SPEC EXT LO LUS FIN BASE	$43.99
N4553X-005	ULTRA SPEC EXT LO LUS FIN BASE	$204.99
N4554X-001	ULTRA SPEC EXT LO LUS FIN BASE	$43.99
N4554X-005	ULTRA SPEC EXT LO LUS FIN BASE	$204.99
N53400-001	ULTRA SPEC 500 PRM -WHITE	$34.99
N53400-005	ULTRA SPEC 500 PRM -WHITE	$153.99
N53601-001	ULTRA SPEC 500 FLAT-WHITE	$34.99
N53601-005	ULTRA SPEC 500 FLAT-WHITE	$153.99
N5361X-001	ULTRA SPEC 500 FLAT-BASE 1	$34.99
N5361X-005	ULTRA SPEC 500 FLAT-BASE 1	$153.99
N5362X-001	ULTRA SPEC 500 FLAT-BASE 2	$34.99
N5362X-005	ULTRA SPEC 500 FLAT-BASE 2	$153.99
N5363X-001	ULTRA SPEC 500 FLAT-BASE 3	$34.99
N5363X-005	ULTRA SPEC 500 FLAT-BASE 3	$153.99
N5364X-001	ULTRA SPEC 500 FLAT-BASE 4	$34.99
N5364X-005	ULTRA SPEC 500 FLAT-BASE 4	$153.99
N53701-001	ULTRA SPEC 500 LS -WHITE	$34.99

N53701-005	ULTRA SPEC 500 LS -WHITE	$153.99
N5370X-001	ULTRA SPEC 500 LS -ULTRALIGHT	$34.99
N5370X-005	ULTRA SPEC 500 LS -ULTRALIGHT	$153.99
N5371X-001	ULTRA SPEC 500 LS -BASE 1	$34.99
N5371X-005	ULTRA SPEC 500 LS -BASE 1	$153.99
N5372X-001	ULTRA SPEC 500 LS -BASE 2	$34.99
N5372X-005	ULTRA SPEC 500 LS -BASE 2	$153.99
N5373X-001	ULTRA SPEC 500 LS -BASE 3	$34.99
N5373X-005	ULTRA SPEC 500 LS -BASE 3	$153.99
N5374X-001	ULTRA SPEC 500 LS -BASE 4	$34.99
N5374X-005	ULTRA SPEC 500 LS -BASE 4	$153.99
N53801-001	ULTRA SPEC 500 EGG -WHITE	$34.99
N53801-005	ULTRA SPEC 500 EGG -WHITE	$153.99
N5380X-001	ULTRA SPEC 500 EGG -ULTRALIGHT	$34.99
N5380X-005	ULTRA SPEC 500 EGG -ULTRALIGHT	$153.99
N5381X-001	ULTRA SPEC 500 EGG -BASE 1	$34.99
N5381X-005	ULTRA SPEC 500 EGG -BASE 1	$153.99
N5382X-001	ULTRA SPEC 500 EGG -BASE 2	$34.99
N5382X-005	ULTRA SPEC 500 EGG -BASE 2	$153.99
N5383X-001	ULTRA SPEC 500 EGG -BASE 3	$34.99
N5383X-005	ULTRA SPEC 500 EGG -BASE 3	$153.99
N5384X-001	ULTRA SPEC 500 EGG -BASE 4	$34.99
N5384X-005	ULTRA SPEC 500 EGG -BASE 4	$153.99
N53901-001	ULTRA SPEC 500 SEMI-WHITE	$34.99
N53901-005	ULTRA SPEC 500 SEMI-WHITE	$153.99
N5391X-001	ULTRA SPEC 500 SEMI-BASE 1	$34.99
N5391X-005	ULTRA SPEC 500 SEMI-BASE 1	$153.99
N5392X-001	ULTRA SPEC 500 SEMI-BASE 2	$34.99
N5392X-005	ULTRA SPEC 500 SEMI-BASE 2	$153.99
N5393X-001	ULTRA SPEC 500 SEMI-BASE 3	$34.99
N5393X-005	ULTRA SPEC 500 SEMI-BASE 3	$153.99
N5394X-001	ULTRA SPEC 500 SEMI-BASE 4	$34.99
N5394X-005	ULTRA SPEC 500 SEMI-BASE 4	$153.99
N54001-001	ULTRA SPEC 500 GLOS-WHITE	$34.99
N54001-005	ULTRA SPEC 500 GLOS-WHITE	$153.99
N5401X-001	ULTRA SPEC 500 GLOS-BASE 1	$34.99

N5401X-005	ULTRA SPEC 500 GLOS-BASE 1	$153.99
N5402X-001	ULTRA SPEC 500 GLOS-BASE 2	$34.99
N5402X-005	ULTRA SPEC 500 GLOS-BASE 2	$153.99
N5403X-001	ULTRA SPEC 500 GLOS-BASE 3	$34.99
N5403X-005	ULTRA SPEC 500 GLOS-BASE 3	$153.99
N5404X-001	ULTRA SPEC 500 GLOS-BASE 4	$34.99
N5404X-005	ULTRA SPEC 500 GLOS-BASE 4	$153.99
N55800-001	ULTRA SPEC EXT LATEX PRIMER	$43.99
N55800-005	ULTRA SPEC EXT LATEX PRIMER	$204.99
N62330-008	ARBORCOAT WB TRANS -TEAK	$10.99
N62360-008	ARBORCOAT WB TRANS -MAHOGANY	$10.99
N62370-008	ARBORCOAT WB TRANS -SILVER GRY	$10.99
N63806-001	ARBORCOAT WB SEMI -CLEAR TINT	$53.99
N63806-005	ARBORCOAT WB SEMI -CLEAR TINT	$264.99
N63806-008	ARBORCOAT WB SEMI -CLEAR TINT	$10.99
N63812-001	ARBORCOAT WB SEMI -YELLO TINT	$53.99
N63812-005	ARBORCOAT WB SEMI -YELLO TINT	$264.99
N63812-008	ARBORCOAT WB SEMI -YELLO TINT	$10.99
N63820-001	ARBORCOAT WB SEMI -RED TINT	$53.99
N63820-005	ARBORCOAT WB SEMI -RED TINT	$264.99
N63820-008	ARBORCOAT WB SEMI -RED TINT	$10.99
N79401-001	ADVANCE WB ALK HG -WHITE	$59.99
N79401-004	ADVANCE WB ALK HG -WHITE	$24.99
N7941X-001	ADVANCE WB ALK HG -BASE 1	$59.99
N7941X-004	ADVANCE WB ALK HG -BASE 1	$24.99
N7942X-001	ADVANCE WB ALK HG -BASE 2	$59.99
N7942X-004	ADVANCE WB ALK HG -BASE 2	$24.99
N7943X-001	ADVANCE WB ALK HG -BASE 3	$59.99
N7943X-004	ADVANCE WB ALK HG -BASE 3	$24.99
N7944X-001	ADVANCE WB ALK HG -BASE 4	$59.99
N7944X-004	ADVANCE WB ALK HG -BASE 4	$24.99
N79480-001	ADVANCE WB ALK HG -BLACK	$59.99
N79480-004	ADVANCE WB ALK HG -BLACK	$24.99
SXA110099-01	STIX ACR BOND PRIME-WHITE	$49.99
SXA110099-04	STIX ACR BOND PRIME-WHITE	$15.99
SXA110099-05	STIX ACR BOND PRIME-WHITE	$249.99

V027.00.1	COROTECH ACR SEALER-CLEAR	$18.99
V027.00.5	COROTECH ACR SEALER-CLEAR	$89.99
V110.01.1	ACRYLIC METAL PRIME-WHITE	$49.99
V110.01.5	ACRYLIC METAL PRIME-WHITE	$252.99
V110.20.1	ACRYLIC METAL PRIME-RED	$49.99
V110.20.5	ACRYLIC METAL PRIME-RED	$252.99
V114.01.5	BLOCK FILLER -WHITE	$89.99
V125.20.5	COROTECH EPXY PRIME-RED	$237.99
V125.70.5	COROTECH EPXY PRIME-GRAY	$237.99
V131.01.1	UNIVERSAL MTL PRIME-WHITE	$59.99
V131.01.5	UNIVERSAL MTL PRIME-WHITE	$297.99
V131.20.1	UNIVERSAL MTL PRIME-RED	$59.99
V131.20.5	UNIVERSAL MTL PRIME-RED	$297.99
V131.70.1	UNIVERSAL MTL PRIME-GRAY	$59.99
V131.70.5	UNIVERSAL MTL PRIME-GRAY	$297.99
V132.01.1	PREP ALL UNIV PRIME-WHITE	$39.99
V132.01.5	PREP ALL UNIV PRIME-WHITE	$197.99
V132.20.1	PREP ALL UNIV PRIME-RED	$39.99
V132.20.5	PREP ALL UNIV PRIME-RED	$197.99
V132.70.1	PREP ALL UNIV PRIME-GRAY	$39.99
V132.70.5	PREP ALL UNIV PRIME-GRAY	$197.99
V133.20.1	SHOP COTE PRIMER -RED	$36.99
V133.20.5	SHOP COTE PRIMER -RED	$178.99
V133.70.1	SHOP COTE PRIMER -GRAY	$36.99
V133.70.5	SHOP COTE PRIMER -GRAY	$178.99
V140.01.1	ALK FABRICATION PR -WHITE	$52.99
V140.20.1	ALK FABRICATION PR -RED	$52.99
V140.20.5	ALK FABRICATION PR -RED	$239.99
V140.70.1	ALK FABRICATION PR -GRAY	$52.99
V142.20.1	SHOP PRIMER -RED	$19.99
V142.20.5	SHOP PRIMER -RED	$96.99
V142.70.1	SHOP PRIMER -GRAY	$19.99
V142.70.5	SHOP PRIMER -GRAY	$96.99
V150.20.1	POLY EPOXY PRIMER -RED	$79.99
V150.70.1	POLY EPOXY PRIMER -GRAY	$79.99
V150.90.1	POLY EPOXY PRIMER -CATALYST	$79.99

V155.00.1	100% EPOXY PRE PRIM-CLEAR	$74.99
V155.90.4	100% EPOXY PRE PRIM-CATALYST	$29.99
V156.00.1	MOIST TOL QUICK SET-CLEAR	$54.99
V156.00.5	MOIST TOL QUICK SET-CLEAR	$267.99
V156.90.1	MOIST TOL QUICK SET-CATALYST	$54.99
V156.90.4	MOIST TOL QUICK SET-CATALYST	$28.99
V157.80.1	COAL TAR EPOXY -BLACK 1G	$49.99
V157.80.5	COAL TAR EPOXY -BLACK 5G	$249.99
V157.90.1	COAL TAR EPOXY -CATALYST	$149.99
V157.90.4	COAL TAR EPOXY -CATALYST Q	$24.99
V160.86.1	EPOXY MASTIC COAT -TINT WHITE	$99.99
V160.87.1	EPOXY MASTIC COAT -DEEP BASE	$99.99
V160.88.1	EPOXY MASTIC COAT -CLEAR BASE	$99.99
V160.90.1	EPOXY MASTIC COAT -CATALYST	$59.99
V163.01.1	EPOXY BLOCK FILLER -WHITE	$53.99
V163.90.1	EPOXY BLOCK FILLER -CATAYST	$53.99
V165.00.5	EPOXY PATCH 5G	$183.99
V170.79.1	ORGANIC ZINC PRIMER- 1G	$152.99
V175.00.1	WB BONDING PRIMER -GREEN	$62.99
V180.00.1	RUST ARRESTOR	$82.99
V200.01.1	URETHANE ALK GLOSS -WHITE	$49.99
V200.01.5	URETHANE ALK GLOSS -WHITE	$249.99
V200.10.1	URETHANE ALK GLOSS -SFTY YELLO	$49.99
V200.20.1	URETHANE ALK GLOSS -SAFETY RED	$49.99
V200.30.1	URETHANE ALK GLOSS -SFTY BLUE	$49.99
V200.40.1	URETHANE ALK GLOSS -SFTY GREEN	$49.99
V200.62.1	URETHANE ALK GLOSS -BRONZETONE	$49.99
V200.70.1	URETHANE ALK GLOSS -SILVER GRY	$49.99
V200.75.1	URETHANE ALK GLOSS -BATTLE GRY	$49.99
V200.78.1	URETHANE ALK GLOSS -ALUMINUM	$49.99
V200.78.5	URETHANE ALK GLOSS -ALUMINUM	$249.99
V200.80.1	URETHANE ALK GLOSS -BLACK	$49.99
V200.80.5	URETHANE ALK GLOSS -BLACK	$249.99
V200.81.1	URETHANE ALK GLOSS -WROUGHT BL	$49.99
V200.85.1	URETHANE ALK GLOSS -PASTEL BSE	$49.99
V200.85.5	URETHANE ALK GLOSS -PASTEL BSE	$249.99

V200.86.1	URETHANE ALK GLOSS -TINT BASE	$49.99
V200.86.5	URETHANE ALK GLOSS -TINT BASE	$249.99
V200.87.1	URETHANE ALK GLOSS -DEEP BASE	$49.99
V200.87.5	URETHANE ALK GLOSS -DEEP BASE	$249.99
V200.88.1	URETHANE ALK GLOSS -CLEAR BASE	$49.99
V200.88.5	URETHANE ALK GLOSS -CLEAR BASE	$249.99
V201.01.1	ALKYD URETHANE SEMI-WHITE	$49.99
V201.01.5	ALKYD URETHANE SEMI-WHITE	$249.99
V201.80.1	ALKYD URETHANE SEMI-BLACK	$49.99
V201.80.5	ALKYD URETHANE SEMI-BLACK	$249.99
V201.85.1	ALKYD URETHANE SEMI-PASTEL BSE	$49.99
V201.86.1	ALKYD URETHANE SEMI-TINT BASE	$49.99
V201.87.1	ALKYD URETHANE SEMI-DEEP BASE	$49.99
V201.88.1	ALKYD URETHANE SEMI-CLEAR BASE	$49.99
V210.80.1	COROTECH WR ALKYD -BLACK	$39.99
V210.80.5	COROTECH WR ALKYD -BLACK	$189.99
V210.86.1	COROTECH WR ALKYD -TINT WHITE	$39.99
V210.86.5	COROTECH WR ALKYD -TINT WHITE	$189.99
V210.88.1	COROTECH WR ALKYD -CLEAR BASE	$39.99
V210.88.5	COROTECH WR ALKYD -CLEAR BASE	$189.99
V220.01.1	RAPID DRY GLOSS CTG-WHITE	$59.99
V220.01.5	RAPID DRY GLOSS CTG-WHITE	$59.99
V220.10.1	RAPID DRY GLOSS CTG-SFTY YELLO	$59.99
V220.192.1	RAPID DRY GLOSS CTG-SATIN BLK	$59.99
V220.20.1	RAPID DRY GLOSS CTG-SFTY RED	$59.99
V220.30.1	RAPID DRY GLOSS CTG-SFTY BLUE	$59.99
V220.78.1	RAPID DRY GLOSS CTG-ALUMINUM	$59.99
V220.78.5	RAPID DRY GLOSS CTG-ALUMINUM	$249.99
V220.80.1	RAPID DRY GLOSS CTG-BLACK	$59.99
V220.80.5	RAPID DRY GLOSS CTG-BLACK	$59.99
V220.86.1	RAPID DRY GLOSS CTG-TINT WHITE	$59.99
V220.86.5	RAPID DRY GLOSS CTG-TINT WHITE	$59.99
V220.87.1	RAPID DRY GLOSS CTG-DEEP BASE	$59.99
V220.87.5	RAPID DRY GLOSS CTG-DEEP BASE	$59.99
V220.88.1	RAPID DRY GLOSS CTG-CLEAR BASE	$59.99
V220.88.5	RAPID DRY GLOSS CTG-CLEAR BASE	$59.99

V225.10.1	COROTECH HS RAPID -SFTY YELLO	$82.99
V225.10.5	COROTECH HS RAPID -SFTY YELLO	$412.99
V225.20.1	COROTECH HS RAPID -SAFETY RED	$82.99
V225.80.1	COROTECH HS RAPID -BLACK	$82.99
V225.80.5	COROTECH HS RAPID -BLACK	$412.99
V225.86.1	COROTECH HS RAPID -TINT WHITE	$82.99
V225.86.5	COROTECH HS RAPID -TINT WHITE	$412.99
V225.87.1	COROTECH HS RAPID -DEEP BASE	$82.99
V225.88.1	COROTECH HS RAPID -CLEAR BASE	$82.99
V230.01.1	QUICK DRY ENAMEL -WHITE	$52.99
V230.10.1	QUICK DRY ENAMEL -SFTY YELLO	$52.99
V230.20.1	QUICK DRY ENAMEL -SAFETY RED	$52.99
V230.50.1	QUICK DRY ENAMEL -SFTY ORANG	$52.99
V230.71.1	QUICK DRY ENAMEL -LIGHT GRAY	$52.99
V230.75.1	QUICK DRY ENAMEL -BATTL GRAY	$52.99
V230.80.1	QUICK DRY ENAMEL -BLACK	$52.99
V230.86.1	QUICK DRY ENAMEL -TINT WHITE	$52.99
V230.87.1	QUICK DRY ENAMEL -DEEP BASE	$52.99
V230.88.1	QUICK DRY ENAMEL -CLEAR BASE	$52.99
V231.01.1	QUICK DRY SEMI -WHITE	$52.99
V231.62.1	QUICK DRY SG ENAMEL-BRONZETONE	$52.99
V231.71.1	QUICK DRY SG ENAMEL-LT GRAY	$52.99
V231.75.1	QUICK DRY SG ENAMEL-BATTL GRAY	$52.99
V231.80.1	QUICK DRY SG ENAMEL-BLACK	$52.99
V231.81.1	QUICK DRY SG ENAMEL-WR IR BLAC	$52.99
V260.01.1	ELECTROSTATIC ALK ENAM -WH	$59.99
V260.86.1	ELECTROSTATIC ALK ENAM -TINT W	$59.99
V260.87.1	ELECTROSTATIC ALK ENAM - DP BA	$59.99
V260.88.1	ELECTROSTATIC ALK ENAM - CL BA	$59.99
V264.78.1	SILICONE ALK HI HT -ALUMINUM	$117.99
V300.00.1	QD ACRYLIC DTM SP -CLEAR	$57.99
V300.01.1	QD ACRYLIC DTM SP -WHITE	$57.99
V300.01.5	QD ACRYLIC DTM SP -WHITE	$279.99
V300.10.1	QD ACRYLIC DTM SP -SFTY YELLO	$57.99
V300.20.1	QD ACRYLIC DTM SP -SFTY RED	$57.99
V300.30.1	QD ACRYLIC DTM SP -SFTY BLUE	$57.99

V300.40.1	QD ACRYLIC DTM SP -SFTY GREEN	$57.99
V300.62.1	QD ACRYLIC DTM SP -BRONZETONE	$57.99
V300.71.1	QD ACRYLIC DTM SP -LIGHT GRAY	$57.99
V300.75.1	QD ACRYLIC DTM SP -BATTL GRAY	$57.99
V300.80.1	QD ACRYLIC DTM SP -BLACK	$57.99
V300.81.1	QD ACRYLIC DTM SP -FLAT BLACK	$57.99
V300.85.1	QD ACRYLIC DTM SP -PASTEL BSE	$57.99
V300.85.5	QD ACRYLIC DTM SP -PASTEL BSE	$57.99
V300.86.1	QD ACRYLIC DTM SP -TINT BASE	$57.99
V300.86.5	QD ACRYLIC DTM SP -TINT BASE	$57.99
V300.87.1	QD ACRYLIC DTM SP -DEEP BASE	$57.99
V300.87.5	QD ACRYLIC DTM SP -DEEP BASE	$57.99
V300.88.1	QD ACRYLIC DTM SP -CLEAR BASE	$57.99
V300.88.5	QD ACRYLIC DTM SP -CLEAR BASE	$57.99
V330.01.1	ACRYLIC GLOSS DTM -WHITE	$49.99
V330.01.5	ACRYLIC GLOSS DTM -WHITE	$252.99
V330.10.1	ACRYLIC GLOSS DTM -SFTY YELLO	$49.99
V330.20.1	ACRYLIC GLOSS DTM -SFTY RED	$49.99
V330.30.1	ACRYLIC GLOSS DTM -SFTY BLUE	$49.99
V330.62.1	ACRYLIC GLOSS DTM -BRONZETONE	$49.99
V330.80.1	ACRYLIC GLOSS DTM -BLACK	$49.99
V330.85.1	ACRYLIC GLOSS DTM -PASTEL BSE	$49.99
V330.85.5	ACRYLIC GLOSS DTM -PASTEL BSE	$252.99
V330.86.1	ACRYLIC GLOSS DTM -TINT BASE	$49.99
V330.86.5	ACRYLIC GLOSS DTM -TINT BASE	$252.99
V330.87.1	ACRYLIC GLOSS DTM -DEEP BASE	$49.99
V330.87.5	ACRYLIC GLOSS DTM -DEEP BASE	$252.99
V330.88.1	ACRYLIC GLOSS DTM -CLEAR BASE	$49.99
V330.88.5	ACRYLIC GLOSS DTM -CLEAR BASE	$252.99
V331.01.1	ACRYLIC S-G DTM -WHITE	$49.99
V331.01.5	ACRYLIC S-G DTM -WHITE	$252.99
V331.85.1	ACRYLIC S-G DTM -PASTEL BSE	$49.99
V331.85.5	ACRYLIC S-G DTM -PASTEL BSE	$252.99
V331.86.1	ACRYLIC S-G DTM -TINT BASE	$49.99
V331.86.5	ACRYLIC S-G DTM -TINT BASE	$252.99
V331.87.1	ACRYLIC S-G DTM -DEEP BASE	$49.99

V331.87.5	ACRYLIC S-G DTM -DEEP BASE	$252.99
V331.88.1	ACRYLIC S-G DTM -CLEAR BASE	$49.99
V331.88.5	ACRYLIC S-G DTM -CLEAR BASE	$252.99
V341.01.1	PRE-CAT WB EPOXY SG-WHITE	$52.99
V341.01.5	PRE-CAT WB EPOXY SG-WHITE	$257.99
V341.85.1	PRE-CAT WB EPOXY SG-PASTEL BSE	$52.99
V341.85.5	PRE-CAT WB EPOXY SG-PASTEL BSE	$257.99
V341.86.1	PRE-CAT WB EPOXY SG-TINT BASE	$52.99
V341.86.5	PRE-CAT WB EPOXY SG-TINT BASE	$257.99
V341.87.1	PRE-CAT WB EPOXY SG-DEEP BASE	$52.99
V341.88.1	PRE-CAT WB EPOXY SG-CLEAR BASE	$52.99
V342.01.1	PRE CAT EPXY EGGSH-WHITE	$52.99
V342.01.5	PRE CAT EPXY EGGSH -WHITE	$257.99
V342.85.1	PRE CAT EPXY EGGSH -PASTEL BSE	$52.99
V342.85.5	PRE CAT EPXY EGGSH -PASTEL BSE	$257.99
V342.86.1	PRE CAT EPXY EGGSH -TINT BASE	$52.99
V342.86.5	PRE CAT EPXY EGGSH -TINT BASE	$257.99
V342.87.1	PRE CAT EPXY EGGSH -DEEP BASE	$52.99
V342.88.1	PRE CAT EPXY EGGSH -CLEAR BASE	$52.99
V400.00.1	POLYAMIDE EPOXY GL -CLEAR	$63.99
V400.00.5	POLYAMIDE EPOXY GL -CLEAR	$157.99
V400.10.1	POLYAMIDE EPOXY GL -SFTY YELLO	$63.99
V400.20.1	POLYAMIDE EPOXY GL -SFTY RED	$63.99
V400.70.1	POLYAMIDE EPOXY GL -SILVER GRY	$63.99
V400.75.1	POLYAMIDE EPOXY GL -BATTLE GRY	$63.99
V400.80.1	POLYAMIDE EPOXY GL -BLACK	$63.99
V400.86.1	POLYAMIDE EPOXY GL -TINT WHITE	$63.99
V400.87.1	POLYAMIDE EPOXY GL -DEEP BASE	$63.99
V400.88.1	POLYAMIDE EPOXY GL -CLEAR BASE	$63.99
V400.90.1	POLYAMIDE EPOXY GL -GLOSS CAT	$69.99
V400.91.1	POLYAMIDE EPOXY GL -SEMI CATAL	$57.99
V400.92.1	POLYAMIDE EPOXY GL -HG CATALYS	$84.99
V410.00.1	FAST DRY POLY EPOXY-CLEAR	$82.99
V410.01.1	FAST DRY POLY EPOXY-WHITE	$82.99
V410.70.1	FAST DRY POLY EPOXY-SILVER GRA	$82.99
V410.75.1	FAST DRY POLY EPOXY-BSHIP GRAY	$82.99

V410.80.1	FAST DRY POLY EPOXY-BLACK	$82.99
V410.86.1	FAST DRY POLY EPOXY-TINT WHT	$82.99
V410.87.1	FAST DRY POLY EPOXY-DEEP BSE	$82.99
V410.88.1	FAST DRY POLY EPOXY-CLEAR BASE	$82.99
V410.90.1	FAST DRY POLY EPOXY-CATALYST	$54.99
V430.00.2	100% SOLIDS EPOXY -CLEAR	$114.99
V430.00.5	100% SOLIDS EPOXY -CLEAR	$319.99
V430.01.2	100% SOLIDS EPOXY -WHITE	$114.99
V430.22.2	100% SOLIDS EPOXY -TERRA COTT	$114.99
V430.52.2	100% SOLIDS EPOXY -SANDSTONE	$114.99
V430.70.2	100% SOLIDS EPOXY -SILVER GRY	$114.99
V430.70.5	100% SOLIDS EPOXY -SILVER GRY	$319.99
V430.75.5	100% SOLIDS EPOXY -BSHIP GRAY	$319.99
V430.90.1	100% SOLIDS EPOXY -CATALYST	$72.99
V430.90.2	100% SOLIDS EPOXY -CATALYST	$143.99
V440.00.1	WB AMINE EP -CLEAR	$68.99
V440.00.5	WATERBORNE AMINE EP-CLEAR	$243.99
V440.01.1	WB AMINE EP -WHITE	$68.99
V440.22.1	WB AMINE EP -TERRA COTT	$68.99
V440.52.1	WB AMINE EP -SANDSTONE	$68.99
V440.70.1	WB AMINE EP -SILVER GRY	$68.99
V440.70.5	WATERBORNE AMINE EP-SILVER GRY	$243.99
V440.75.1	WB AMINE EP -BATTLE GRY	$68.99
V440.85.1	WB AMINE EP -PASTL BASE	$68.99
V440.86.1	WB AMINE EP -TINT BASE	$68.99
V440.87.1	WB AMINE EP -DEEP BASE	$68.99
V440.88.1	WB AMINE EP -CLEAR BSE	$68.99
V440.90.1	WATERBORNE AMINE EP-CATALYST	$68.99
V440.90.4	WB AMINE EP -CATALYST	$17.99
V450.00.1	COROTECH ACR EPOXY -CLEAR	$46.99
V450.01.1	COROTECH ACR EPOXY -WHITE	$46.99
V450.85.1	COROTECH ACR EPOXY -PASTEL BSE	$46.99
V450.86.1	COROTECH ACR EPOXY -TINT BASE	$46.99
V450.87.1	COROTECH ACR EPOXY -DEEP BASE	$46.99
V450.88.1	COROTECH ACR EPOXY -CLEAR BASE	$46.99
V450.90.4	COROTECH ACR EPOXY -GLOSS CAT	$15.99

V450.91.4	COROTECH ACR EPOXY -SEMI CAT Q	$15.99
V500.00.1	ALIPH ACR UR GLOSS -CLEAR	$103.99
V500.00.5	ALIPH ACR UR GLOSS -CLEAR	$413.99
V500.01.1	ALIPH ACR UR GLOSS -WHITE	$103.99
V500.01.5	ALIPH ACR UR GLOSS -WHITE	$413.99
V500.80.1	ALIPH ACR UR GLOSS -BLACK	$103.99
V500.86.1	ALIPH ACR UR GLOSS -TINT WHITE	$103.99
V500.87.1	ALIPH ACR UR GLOSS -DEEP BASE	$103.99
V500.88.1	ALIPH ACR UR GLOSS -CLEAR BASE	$103.99
V500.90.1	ALIPH ACR UR GLOSS -CATALYST	$177.99
V500.90.4	ALIPH ACR UR GLOSS -CATALYST Q	$38.99
V510.86.1	ALIPH ACR URET SEMI-TINT WHITE	$103.99
V510.87.1	ALIPH ACR URET SEMI-DEEP BASE	$103.99
V510.88.1	ALIPH ACR URET SEMI-CLEAR BASE	$103.99
V510.90.4	ALIPH ACR URET SEMI-CATALYST Q	$62.99
V515.00.1	COROTECH ALIPH GL A-CLEAR	$44.99
V515.80.1	COROTECH ALIPH GL A-BLACK	$44.99
V515.86.1	COROTECH ALIPH GL A-TINT WHITE	$44.99
V515.87.1	COROTECH ALIPH GL A-DEEP BASE	$44.99
V515.88.1	COROTECH ALIPH GL A-CLEAR BASE	$44.99
V515.90.4	COROTECH ALIPH GL B-CATALYST Q	$46.99
V520.86.1	POLY URETHAN GLOSS -TINT WHITE	$65.99
V520.87.1	POLY URETHAN GLOSS -DEEP BASE	$65.99
V520.88.1	POLY URETHAN GLOSS -CLEAR BASE	$65.99
V520.90.4	POLY URETHAN GLOSS -CATALYST Q	$37.99
V530.53.3	QUICK-CURE POLYU BC-QC TAN 3G	$140.99
V530.73.3	QUICK-CURE POLYU BC-QC GRAY 3G	$140.99
V530.90.1	QUICK-CURE POLYU BC-CATALYST	$123.99
V531.00.2	QUICK-CURE POLYS TC-CLEAR 2G	$174.99
V531.90.1	QUICK-CURE POLYS TC-CATALYST	$156.99
V540.00.1	WB URETHANE GLOSS -CLEAR	$83.99
V540.01.1	WB URETHANE GLOSS -WHITE	$83.99
V540.90.4	WB URETHANE GLOSS -CATALYST Q	$67.99
V580.00.1	AROMA MOIST CURED -CLEAR 1G	$129.99
V600.00.1	OIL & GREASE EMULSIFIER	$53.99
V610.00.1	CITRUS CLEANER	$42.99

V620.00.1	CONCRETE ETCH 1G	$29.99
V630.00.1	ANTI-SLIP AGGREGATE-CLEAR 1G	$28.99
V700.00.1	URETHANE REDUCER 1G	$49.99
V701.00.1	SPRAY REDUCER 1G	$39.99
V703.00.1	XYLENE 1G	$29.99
V704.00.1	EPOXY THINNER 1G	$39.99
V705.90.8	GLOS & HARDNESS ALK-CATALYST P	$28.99
W09601-001	REGAL EXT MOORGLO -BRIL WHITE	$63.99
W09601-004	REGAL EXT MOORGLO -BRIL WHITE	$26.99
W09601-005	REGAL EXT MOORGLO -BRIL WHITE	$319.95
W0961X-001	REGAL EXT MOORGLO -PASTEL BSE	$63.99
W0961X-004	REGAL EXT MOORGLO -PASTEL BSE	$26.99
W0961X-005	REGAL EXT MOORGLO -PASTEL BSE	$319.95
W0962X-001	REGAL EXT MOORGLO -MEDIUM BSE	$63.99
W0962X-004	REGAL EXT MOORGLO -MEDIUM BSE	$26.99
W0962X-005	REGAL EXT MOORGLO -MEDIUM BSE	$319.95
W0963X-001	REGAL EXT MOORGLO -DEEP BASE	$63.99
W0963X-004	REGAL EXT MOORGLO -DEEP BASE	$26.99
W0963X-005	REGAL EXT MOORGLO -DEEP BASE	$319.95
W0964X-001	REGAL EXT MOORGLO -ULTRA BASE	$63.99
W0964X-004	REGAL EXT MOORGLO -ULTRA BASE	$26.99
W0964X-005	REGAL EXT MOORGLO -ULTRA BASE	$319.95
W09680-001	REGAL EXT MOORGLO -BLACK	$63.99
W09680-004	REGAL EXT MOORGLO -BLACK	$26.99
W10301-001	REGAL EXT MOORGARD -BRIL WH	$63.99
W10301-004	REGAL EXT MOORGARD -BRIL WH	$26.99
W10301-005	REGAL EXT MOORGARD -BRIL WH	$319.95
W1031X-001	REGAL EXT MOORGARD -PASTEL BSE	$63.99
W1031X-004	REGAL EXT MOORGARD -PASTEL BSE	$26.99
W1031X-005	REGAL EXT MOORGARD -PASTEL BSE	$319.95
W1032X-001	REGAL EXT MOORGARD -MED BASE	$63.99
W1032X-004	REGAL EXT MOORGARD -MED BASE	$26.99
W1032X-005	REGAL EXT MOORGARD -MED BASE	$319.95
W1033X-001	REGAL EXT MOORGARD -DEEP BASE	$63.99
W1033X-004	REGAL EXT MOORGARD -DEEP BASE	$26.99
W1033X-005	REGAL EXT MOORGARD -DEEP BASE	$319.95

W1034X-001	REGAL EXT MOORGARD -ULTRA BASE	$63.99
W1034X-004	REGAL EXT MOORGARD -ULTRA BASE	$26.99
W1034X-005	REGAL EXT MOORGARD -ULTRA BASE	$319.95
W10380-001	REGAL EXT MOORGARD -BLACK	$63.99
W10380-004	REGAL EXT MOORGARD -BLACK	$26.99
W10501-001	REGAL EXT MOORLIFE -BRIL WH	$53.99
W10501-004	REGAL EXT MOORLIFE -BRIL WH	$26.99
W10501-005	REGAL EXT MOORLIFE -BRIL WH	$264.95
W1051X-001	REGAL EXT MOORLIFE -PASTEL BSE	$53.99
W1051X-004	REGAL EXT MOORLIFE -PASTEL BSE	$26.99
W1051X-005	REGAL EXT MOORLIFE -PASTEL BSE	$264.95
W1052X-001	REGAL EXT MOORLIFE -MED BASE	$53.99
W1052X-004	REGAL EXT MOORLIFE -MED BASE	$26.99
W1052X-005	REGAL EXT MOORLIFE -MED BASE	$264.95
W1053X-001	REGAL EXT MOORLIFE -DEEP BASE	$53.99
W1053X-004	REGAL EXT MOORLIFE -DEEP BASE	$26.99
W1053X-005	REGAL EXT MOORLIFE -DEEP BASE	$264.95
W1054X-001	REGAL EXT MOORLIFE -ULTRA BASE	$53.99
W1054X-004	REGAL EXT MOORLIFE -ULTRA BASE	$26.99
W1054X-005	REGAL EXT MOORLIFE -ULTRA BASE	$264.95
W30901-001	IMPERVEX LATEX HG -WHITE	$79.99
W30901-004	IMPERVEX LATEX HG -WHITE	$34.99
W3091X-001	IMPERVEX LATEX HG -PASTEL BSE	$79.99
W3091X-004	IMPERVEX LATEX HG -PASTEL BSE	$34.99
W3092X-001	IMPERVEX LATEX HG -MEDIUM BSE	$79.99
W3092X-004	IMPERVEX LATEX HG -MEDIUM BSE	$34.99
W3093X-001	IMPERVEX LATEX HG -DEEP BASE	$79.99
W3093X-004	IMPERVEX LATEX HG -DEEP BASE	$34.99
W3094X-001	IMPERVEX LATEX HG -ULTRA BASE	$79.99
W3094X-004	IMPERVEX LATEX HG -ULTRA BASE	$34.99
W30980-001	IMPERVEX LATEX HG -BLACK	$79.99
W30980-004	IMPERVEX LATEX HG -BLACK	$34.99
AR015	R015 ALL PRO FRAME 9" 12	$9.34
00R2950090	50/50 Cover 1/2-9In 12	$7.65
00R2960090	50/50 Cover 3/4-9In 10	$8.75
00R2970090	50/50 Cover 1In-9In 10	$8.31
00R2980090	50/50 Cover 1-1/4-9In 10	$8.32
44080210	Nylox-Dale Trim -1In 12	$16.81
080215	Nylox Dale - 1.5" Purdy	$19.46

080220	Nylox-Dale Trim -2In 12	$25.16
080225	Nylox-Dale Trim-2.5In 12	$28.59
080230	Nylox-Dale Trim 3"-6	$27.54
152215	Nylox Glide Trim - 1.5In 6	$20.20
144152220	Nylox Glide Trim - 2In 6	$25.18
144152225	Nylox Glide Trim- 2.5In 6	$30.85
144152230	Nylox Glide Trim -3In 6	$28.01
144152235	Nylox Glide 3.5in	$36.99
144400230	Nylox Swan - 3In 6	$40.05
380220	Nylox Sprig - 2In 6	$22.72
380225	Nylox Sprig - 2.5In 6	$23.89
324225	Nylox Pip - 2.5In 6	$40.67
380230	Nylox Sprig - 3In 6	$29.76
024415	Wht Adjutant -1 1/2In 6	$15.55
024420	Wht Adjutant 2In 6	$17.99
024425	Wht Adjutant 2 1/2In 6	$21.56
380420	White Sprig - 2In 6	$19.15
024430	Wht Adjutant Trim -3In 6	$23.94
380425	White Sprig - 2.5 In 6	$21.54
144152720	Pro Extra Glide 2"	$23.98
144152725	Pro-Xtra Glide- 2 1/2In 6	$30.90
380430	White Sprig- 3 In 6	$25.13
144332030	White Plato - 3In 6	$26.31
144380730	Pro-Extra Sprig-3In	$32.03
144152730	Pro-Xtra Glide -3In- 6	$35.84
144380325	Xl Sprig 2.5In	$25.42
144100230	Nylox Elasco 3In	$34.51
144380330	XL Sprig 3in	$27.42
0Z11200020	Yachtsman 2 12	$10.39
0Z11200010	Yachtsman 1 12	$7.26
0Z11200030	Yachtsman 3 12	$15.58
0Z11200040	Yachtsman 4 12	$20.79
0Z11200024	Yachtsman 2 1/2 12	$13.52
0Z11200014	Yachtsman 1 1/2 12	$8.31
RO4718	Sherlock Wide Boy 18' 3	$32.23
RR028	JUMBO KOTER FRAME SHERGRIP 4.5-6.5"	$7.16
F6333	Lock Jaw Tool Holder	$7.45
R212	Jumbo Koter Pipe Pinter	$25.99
00R0270090	R027 Ex Magikage 9" 12	$9.35
AR015	R015 ALL PRO FRAME 9" 12	$9.34
00R2430090	Super/Fab 1-1/4-9In 12	$9.36
00R2420090	Super/Fab 1In-9In 12	$8.30
672094	9" White Dove 3/4" Nap -15	$9.14
670093	9" White Dove 1/2" Nap - 15	$6.44
670092	9" White Dove 3/8" Nap - 15	$6.30
662091	9" White Dove 1/4" NAP - 15	$5.71
00R2070090	Mohair Type 1/4-9In 24	$5.18
00R2060090	Doo-Z Cover 3/16-9In 12	$6.24
AR62109	Super/Fab 3/8-9In All Pro 12	$6.23
00R2970090	50/50 Cover 1In-9In 10	$8.31
00R2980090	50/50 Cover 1-1/4-9In 10	$8.32
R20518	R20518 - Wooster Super Doo-Z 18In 6	$14.55
00R1050030	Deluxe Trim Roller 3In 12	$7.43
00R2820030	Repl Covers For R105-3In 12	$6.54
RR306	RR306 Twin Pack J Kotr - 4 1/2 In	$6.24

00R2650090	Pro-Tiz 3/16-9In 24	$5.20
R09712	Sherlock GT conv 1-2	$36.40
R090	Sherlock GT 2-4 Conv.	$37.42
R091	Sherlock GT 4-8 Conv.	$46.79
R092	Sherlock GT 6-12 Conv	$47.40
R096	SHERLOCK GT 8-16 CONV R096	$68.62
SILCL	Dc Silicone-Cl-10.1Foz 12	$9.26
18152	Alex+ -White -10.1 Floz 12	$4.11
27511	DynaGrip HD MAX White 9oz tube	$8.23
18510	Dap Kwikseal+ Gl Wht-10.1Oz 12	$8.23
10006	Big Stretch Clear 11.5Oz 10	$8.99
18275	230 - White -10.1 Fl Oz 12	$7.20
18858	Fire Rated Blockade Red 10.10 fl oz	$23.68
18370	Dap 3.0 Self Leveling Concrete Gray	$7.20
805-004	Titan 640 impact Airless HR complete	$2,899.99
0532000	Titan Impact 400 airless comp w/ GHT kit	$1,200.00
101384	Allpro Shurtape Blue Tape 1"	$5.50
101385	Allpro Shurtape Blue Tape 1.5"	$8.50
101386	Allpro Shurtape Blue Tape 2"	$10.50

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

January 23, 2020

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

From: Hope Dean, Executive Director & CITO

RE: Consider approving the renewal of the Oracle database software support agreement for $23,860.98 utilizing DIR Contract TSO – 4158, Oracle America, Inc.

I. BACKGROUND

Oracle is the database software platform that serves the city's finance software, time keeping solution, geographical information system (GIS), and Development Services software solution. The agreement ensures the city's ability to obtain technical assistance. Additionally, the agreement provides the City access to new releases. Without the agreement, the city would not have access to support in the event of issues and would be required to purchase new releases of the database software at substantially higher cost.

II. CURRENT SITUATION

The maintenance and support agreement for the database software that runs the financial, human resources, timekeeping, and GIS software solutions is expiring and requires renewal. This agreement provides the City access to product patches, software upgrades and access to Oracle technical support as needed. This is to request approval for the renewal of the support for a one (1) year term, running March 21, 2020 – March 20, 2021.

III. ISSUES

1. The current maintenance expires on March 20, 2020. The new term of the agreement will run from March 21, 2020 through March 20, 2021.

2. Without a maintenance and support agreement, software upgrades would have to be purchased at a much higher price.

3. Discontinuing the agreement would limit the ability to obtain technical support should issues arise with the software.

4. Discontinuation of the support and licensing agreement increases the risk to data loss stored in these systems.

IV. ALTERNATIVES

1. Approve the renewal of the agreement.
2. Discontinue the maintenance and support agreement and purchase support on an as needed basis. Galveston would no longer have access to upgrades using this option.

V. RECOMMENDATION

Approve the renewal of the maintenance and support agreement for a total cost of $23,860.98.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Information Technology Operating Budget
Costs of implementation:	$23,860.98.

Yearly Maintenance Contracts

Software Common Name	Department/Budget	Description	Vendor	Coverage Period
Incode	Courts	Courts records management software	Tyler Technologies	January - December
OSSI Software	Police	Records Management System software	CentralSquare	January - December
GRID System	Police	Consortium Fees	City of League City	July - June
VMware	IT Dept	Virtual Server Operating System	Dell or Other Third Party Reseller	November 15 - November 14
GIS Software	IT Dept	Mapping software - City Wide	ESRI	December 16 - December 15
Veeam	IT Dept	Backup software for VMWare Servers	Third Party Reseller	December - December
CivicPlus	IT Dept	Hosting of City website	Civic Plus	December - January
Kronos	IT Dept	Time Keeping System	Kronos	February 15 - February 14
Oracle	IT Dept	Database Software (Kronos, Banner, & Acce	Mythics	March - March
Banner	IT Dept	Main Financial and HR Software	Avenu Insights	July - June
LaserFiche	IT Dept	Document Management Software	MCCi	September - September
Gravity	IT Dept	CAFR Software	Gravity	September - September
VUEworks	Public Works	Infrastructure Mangement Software	VueWorks	January - December
Accela	Planning	Permit tracking software	Accela	October - September
CUSI	Utility Billing Division	Utility Billing Software Solution	Continential Utility Soluions (CUSI)	October - September

Phillip McGowan
Direct: 757.785.9496
Fax: 757.965.9486
Email: pmcgowan@mythics.com

Mythics, Inc
4525 Main Street Suite 1500
Virginia Beach, VA 23462

Company Name: City of Galveston

Contact: Miralem Sljoka
Phone: 409.797.3527
Email: msljoka@galvestontx.gov

Quote Number: **SR 10446432 FY20**
Valid Through: February 10, 2020

Please reference quote number on approved purchase order.

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description	Term	License Type	Number of Licenses	License Level	Extended Price
1	14518349	Oracle Internet ApplicationServer Enterprise Edition	Mar 21, 2020 - Mar 20, 2021	Processor Perpetual	1	FULL USE	$6,748.54
2	14518350	Oracle Database EnterpriseEdition	Mar 21, 2020 - Mar 20, 2021	Named User Plus Perpetual	25	FULL USE	$4,499.05
3	20667875	Oracle Database EnterpriseEdition	Mar 21, 2020 - Mar 20, 2021	Named User Plus Perpetual	27	Limited Use Other	$3,146.55
4	20667875	Oracle Database StandardEdition 2	Mar 21, 2020 - Mar 20, 2021	Processor Perpetual	5	FULL USE	$7,105.48
5	20667875	Oracle Database StandardEdition 2	Mar 21, 2020 - Mar 20, 2021	Processor Perpetual	1	Limited Use Other	$2,361.36
						SUPPORT:	**$23,860.98**
						NEW LICENSE & SUPPORT:	**UPON REQUEST**
						TRAINING:	**UPON REQUEST**
						SERVICES:	**UPON REQUEST**

TOTAL **$23,860.98**

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics DUNS#: 013358002
Mythics Fed Tax ID# 54-1987871
CAGE CODE: 1TA34
NAIC: 423430
Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html.
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at http://edelivery.oracle.com/
By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

1. Agreement
This order incorporates by reference the terms of the Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective July 27, 2018 (DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764) and all amendments and addenda thereto ("agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

B. General Terms
1. Summary of Fees
You have ordered programs, hardware, and/or 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes. All fees are due in accordance with Appendix A, Section 8.J of the agreement.

2. Territory
a. The program licenses included on this order are for use in the U.S.

3. Delivery
a. Your purchase order must include the following delivery information: Delivery Contact (Name, email address and telephone number) and Delivery Location (your name, full street address, city and zip code).
b. Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.

5. Segmentation [This language is consistent with the agreement, Appendix F, Section E (Segmentation) and is required by Oracle to be included on the ordering document for accounting purposes.]
The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

Purchasing Instructions:
Please include the following statements in your order:
1. Mythics Quote #: SR 10446432 FY20.
2. This order is placed pursuant to the terms and conditions of the DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764.
3. Payment terms are: Quarterly in arrears.

Fax order to 757-965-9486 or email pmcgowan@mythics.com

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

January 23, 2020

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

From: Hope Dean, Executive Director and CITO

RE: Consider approving the renewal of the Kronos software maintenance and support agreement in the amount of $36,311.98.

I. BACKGROUND

The City of Galveston has used the Kronos Workforce Central application since 2003 to meet timekeeping needs. Initially implemented for use by the Police Department, in 2005 additional licenses were purchased and the solution was implemented for city wide use.

II. CURRENT SITUATION

1. The City of Galveston's annual software maintenance and support agreement expires on February 24, 2020. This contract provides the City with software upgrades and technical support. The new term of the agreement is for one (1) year and runs from February 25, 2020 to February 24, 2021.
2. This contract provides Galveston the ability to seek assistance through the proprietary software vendors support for resolving both software and time clock issues.

III. ISSUES

1. Without a current maintenance contract software upgrades and support would have to be purchased at original purchase prices; which are much higher than maintaining a current contract.
2. Without a current maintenance contract the team would be unable to guarantee the health of the solution nor be capable of correcting errors due to the proprietary nature of the software.
3. Without a current maintenance contract Galveston risks losing the functionality of the timekeeping system and all the data that resides in it.

IV. ALTERNATIVES

1. Discontinue this maintenance contract and the City loses access to software upgrades and technical support. Without technical support the City risks losing the use of its timekeeping system.

2. Purchase a time keeping system from another manufacturer or go back to a paper system. A paper timekeeping system is less efficient and provides more room for error.

V. RECOMMENDATION

Approve the renewal of the annual maintenance support contract for a total cost of $36,311.98

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Information Technology Operating Budget
Costs of implementation:	$36,311.98

Yearly Maintenance Contracts

Software Common Name	Department/Budget	Description	Vendor	Coverage Period
Incode	Courts	Courts records management software	Tyler Technologies	January - December
OSSI Software	Police	Records Management System software	CentralSquare	January - December
GRID System	Police	Consortium Fees	City of League City	July - June
VMware	IT Dept	Virtual Server Operating System	Dell or Other Third Party Reseller	November 15 - November 14
GIS Software	IT Dept	Mapping software - City Wide	ESRI	December 16 - December 15
Veeam	IT Dept	Backup software for VMWare Servers	Third Party Reseller	December - December
CivicPlus	IT Dept	Hosting of City website	Civic Plus	December - January
Kronos	IT Dept	Time Keeping System	Kronos	February 15 - February 14
Oracle	IT Dept	Database Software (Kronos, Banner, & Acce	Mythics	March - March
Banner	IT Dept	Main Financial and HR Software	Avenu Insights	July - June
LaserFiche	IT Dept	Document Management Software	MCCi	September - September
Gravity	IT Dept	CAFR Software	Gravity	September - September
VUEworks	Public Works	Infrastructure Mangement Software	VueWorks	January - December
Accela	Planning	Permit tracking software	Accela	October - September
CUSI	Utility Billing Division	Utility Billing Software Solution	Continential Utility Soluions (CUSI)	October - September

Support Services Quote

Quote Type: Renewal
Customer: CITY OF GALVESTON
Solution ID: 6011383
Contract #: 1016437 R28-OCT-19
Date: 07-NOV-2019
Prepared by: Jessica Tuinila / US PublicSector4

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Bill To: CITY OF GALVESTON
PO BOX 779
GALVESTON TX 77553
UNITED STATES

Ship To: CITY OF GALVESTON
2517 AVE H - SUITE 100
IT SERVICES
GALVESTON TX 77550
UNITED STATES

Contact: HOPE DEAN
Email: HDean@GalvestonTX.Gov

CONTRACT SUMMARY

Contract Period: 25-FEB-2020 - 24-FEB-2021

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	24,229.60	0.00	24,229.60
Equipment Support Services	12,082.38	0.00	12,082.38
Total	**36,311.98**	**0.00**	**36,311.98**

Annualized Contract Value: 36,212.86
The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF GALVESTON	KRONOS INCORPORATED
Signature:_____	Signature:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Quote Type: Renewal
Customer: CITY OF GALVESTON
Solution ID: 6011383
Contract #: 1016437 R28-OCT-19
Date:
Prepared by: Jessica Tuinila / US PublicSector4

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Bill To: CITY OF GALVESTON
PO BOX 779
GALVESTON TX 77553
UNITED STATES

Ship To: CITY OF GALVESTON
2517 AVE H - SUITE 100
IT SERVICES
GALVESTON TX 77550
UNITED STATES

Contact: HOPE DEAN
Email: HDean@GalvestonTX.Gov

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	WORKFORCE ACCRUALS V8	1,000	25-FEB-2020	24-FEB-2021	366
2	Gold	WORKFORCE EMPLOYEE V8	500	25-FEB-2020	24-FEB-2021	366
3	Gold	WORKFORCE INTEGRATION MANAGER V8	1,000	25-FEB-2020	24-FEB-2021	366
4	Gold	WORKFORCE MANAGER V8	180	25-FEB-2020	24-FEB-2021	366
5	Gold	WORKFORCE TIMEKEEPER V8	1,000	25-FEB-2020	24-FEB-2021	366

	Support Services	Estimated Tax	Subtotal
Software Support Services	24,229.60	0.00	24,229.60

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	24	25-FEB-2020	24-FEB-2021	366
2	Depot Exchange	Options: InTouch	26	25-FEB-2020	24-FEB-2021	366

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	12,082.38	0.00	12,082.38

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GALVESTON POLICE DEPARTMENT AND THE UNITED STATES COAST GUARD FOR THE PROVISION OF LOCAL RESOURCES TO THE COAST GUARD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, political subdivisions of the State of Texas and the Federal Government often enter into mutual aid agreements for the sharing of resources in times of need; and

WHEREAS, the United States Coast Guard has requested the Galveston Police Department make personnel and equipment available in those times of need; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the provision of personnel and equipment by the Galveston Police Department to the United States Coast Guard by execution of the Memorandum of Understanding.

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

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

SECTION 2. The City Council of the City of Galveston, Texas hereby approves the Memorandum of Understanding between the City of Galveston Police Department and the United States Coast Guard and authorizes the City Manager to execute the agreement along with any other necessary related documents upon approval of the City Attorney.

SECTION 3. 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 23rd day of January 2020, 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 _____, 2020.

_____
Secretary for the City Council
of the City of Galveston

MEMORANDUM OF AGREEMENT BETWEEN
UNITED STATES COAST GUARD
AND
THE CITY OF GALVESTON POLICE DEPARTMENT

1. **PARTIES:** Parties to this Agreement are the United States Coast Guard (USCG) and the City of Galveston Police Department (GPD).

2. **AUTHORITY:** This MOA is authorized under 14 U.S.C. §701.

3. **PURPOSE**: The purpose of this MOA is to set forth the terms and conditions under which the Police Department will provide police protection services to the USCG's Sector Field Office (SFO) Galveston and its tenant commands: CGC HARRY CLAIBORNE, STATION GALVESTON, Aids-to Navigation Team Galveston, CGC SEA HORSE, CGC BELUGA, CGC CLAMP, CGC HATCHET, and all visiting USCG Cutters. This Agreement anticipates at least one coordinated active shooter drill, to be held at both parties convenience each calendar year. This agreement also sets forth the terms and conditions by which SFO Galveston will allow GPD's Marine Division (GPDMD) access to SFO facilities, specifically one floating pier, one boat ramp, and parking spaces, so that GPDMD may launch and recover their small boats for training, search and rescue, recovery or law enforcement response.

4. **RESPONSIBILITIES:**

COAST GUARD:

a. On request made to the GPD via telephone number 911 or (409) 797-3702 by a representative of SFO Galveston or one of its tenant commands, GPD equipment and personnel will be dispatched to SFO Galveston as determined and directed by the GPD.

b. Any request made by SFO Galveston or one of its tenant commands will include: (1) a description of the nature of the emergency to which response is requested, and (2) specify the location to which the equipment and personnel are to be dispatched.

c. When GPD equipment and personnel are dispatched to SFO Galveston for an emergency, an SFO Galveston representative will brief the dispatched GPD personnel on (1) the type/nature of emergency and (2) actions currently being taken by USCG personnel. The representative will then guide GPD personnel (if safe to do so) or direct them to the location of the emergency.

d. If the location of the emergency is onboard a USCG ship, a ship representative will meet the SFO Galveston Officer-of-the-Day (OOD) and GPD personnel at the pier/quarterdeck and provide additional/updated information on actions being taken and the specific location to which the equipment and personnel are to be dispatched.

e. USCG will allow GPD to assist as First Responders to all personnel threats affecting SFO Galveston, its tenant commands or visiting ships.

f. As an aid to implementing this MOA, USCG will allow members of the GPD, with prior arrangement with the Commanding Officer or his designated representative, to tour SFO Galveston and tenant commands for the purpose of familiarization and training.

g. USCG will periodically meet with GPD to discuss potential threats to SFO and its tenant commands, and to coordinate an active shooter drill or other real life scenario.

h. USCG will provide GPDMD access to the SFO facility and boat ramp in order for GPDMD to launch their small boats for training, search and rescue, recovery or law enforcement response.

i. SFO will provide GPDMD adequate space for parking and temporary moorings for small boats during launch and recovery of the small boat.

GPD/GPDMD:

a. When USCG requests GPD response via telephone number 911, GPD will dispatch police equipment and personnel to assist SFO Galveston.

b. Following a proper request for police assistance, GPD will report to the main gate of SFO Galveston where a SFO Galveston representative will brief GPD responders on actions being taken and then guide or direct them to location where assistance is needed per paragraph 4(c) above.

c. GPD will assist SFO Galveston, tenant commands, and visiting ships as First Responders to all personnel threats affecting SFO Galveston, its tenant commands and visiting ships.

d. All equipment used by the GPD/GPDMD in carrying out this Agreement will, at the time of action hereunder, be owned, operated by, under the control of, or employed by GPD, and all personnel acting for the GPD under this Agreement will, at the time of such action, be an employee, volunteer member, or acting under the direction of GPD.

d. Following all emergency responses under this Agreement, GPD will forward a copy of the incident report in its customary format to SFO Galveston, attention to the Commanding Officer.

f. As an aid to implementing this MOA, members of GPD/GPDMD, with prior arrangement with the SFO Galveston designated representative, may tour the base or Cutters for the purpose of familiarization and to coordinate desired training.

g. GPD will periodically meet with USCG to discuss potential threats to SFO and its tenant commands, and to coordinate an active shooter drill or other real life scenario.

h. GPD will disseminate the information contained in this Agreement to the respective field offices and take necessary actions to ensure that the procedure herein agreed upon are applied in particular cases.

i. GPDMD or GPD (dispatch) will contact the SFO Officer-On-Duty (OOD) in advance via phone (409) 682-0142 of arrival to SFO Galveston, when practicable, during normal workhours to coordinate base access to launch GPDMD small boats for training, search and rescue, recovery or law enforcement response. If access to launch small boat for search and rescue, recovery or law enforcement response is after normal workhours is required, GPDMD, GPD Dispatch or designated personnel must contact the SFO OOD in advance or upon arrival at the main gate to gain base access.

j. GPDMD may park their official vehicle with attached boat trailer along the riprap to the left of the boat ramp after launching their small boat and only until GPDMD personnel complete SAR/LE/recovery/training evolutions. All official GPDMD vehicles not attached to the trailer may only park in marked parking spaces and only until completion of SAR/LE/recovery/training evolutions.

k. GPD/GPDMD personnel must be in a GPD uniform, operating a GPD official "marked" vehicle and/or possess/present appropriate GPD identification to obtain base access at the SFO Galveston main gate.

l. Upon completion of SAR/LE/recovery/training evolutions, GPDMD shall remove all vehicles, vessels, trailers and equipment from the base and notify the SFO Galveston OOD at (409) 682-0142 to inform him/her of GPDMD's departure from the facility. GPDMD vehicles, vessels, trailers or equipment may only remain onboard SFO Galveston temporarily (typically not to exceed 24 hours) without advance written approval of the SFO Galveston Commanding Officer.

m. GPDMD will surrender their assigned vehicle/trailer parking and/or temporary boat mooring locations to SFO Galveston's permanent tenants when instructed to do so by the SFO Galveston OOD, Commanding Officer or Executive Officer.

n. GPD/GPDMD will review this MOA on a periodic bases or as conditions warrant to ensure its continued vitality.

5. POINTS OF CONTACT:

a. SFO Galveston point of contact is the, Command Security and Senior Watch Officer, USCG SFO Galveston, 3000 Fort Point road, Galveston, TX 77550, phone number (409) 766-4724, duty cell phone number (813) 527-5644, and email: shane.e.wetterstrom@uscg.mil.

b. GPD point of contact is Chief Vernon Hale, Galveston Police Department, 601 54th ST, Galveston, TX 77551, phone number (409) 765-3790, duty cell phone number (409) 765-3702, and email: vernonhale@galvestontx.gov.

6. OTHER PROVISIONS:

a. Nothing in this Agreement is intended to conflict with current law, regulations or directives of the U.S. Coast Guard, Department of Homeland Security or the Galveston Police Department. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.

b. The U.S. Coast Guard is an agency of the Federal Government, and as such, is self-insured for tort and contract liability or any other damages caused by the official activities of the U.S. Coast Guard.

c. The United States' liability for damage to or loss of property, personal injury, or death resulting from the official activities of the USCG shall be governed by relevant Federal statues, including the Federal Tort Claims Act, (28 U.S.C. § 2671-2680).

d. No agency relationship is created between the GPD and USCG by this agreement. Accordingly, GPD employees shall not be deemed Federal officers, or employees of the Federal government under this agreement for any purpose.

7. EFFECTIVE DATE: The terms of this MOA will become effective immediately upon the date subscribed by the last signatory and shall remain in effect for a period of one year from the date of final execution and shall be automatically renewed for successive one year periods, but not to exceed five years.

8. MODIFICATIONS: This agreement may be modified upon the mutual written consent of the parties.

9. TERMINATION: The terms of this agreement, as modified with the consent of both parties, will remain in effect for a period of one year from the date of final execution and shall be automatically renewed for successive one year periods. Either party, upon 30 days written notice to the other party, may terminate this agreement.

CAIN.ERIC.ALAN.1174475152 Digitally signed by CAIN.ERIC.ALAN.1174475152 Date: 2019.12.12 09:01:07 -06'00'

_____ Date:_____

E. A. CAIN, CDR, USCG
Commanding Officer
USCG Sector Field Office Galveston

_____ Date:_____

V. L. Hale
Chief
Galveston Police Department

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE WHARVES BOARD OF TRUSTEES FOR THE CONDUCT OF A PRELIMINARY STUDY FOR THE PLACEMENT OF A PUMP STATION AND RELATED INFRASTRUCTRE ON PORT PROPERTY APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston has determined to study the feasibility of constructing pump stations in various locations in the City to alleviate the effects of flooding in the streets of Galveston; and

WHEREAS, the City has determined to retain an engineering firm to draft a plan for the construction of a pump station in the area of Pier 14 near the Channel on property under the management of the Port; and

WHEREAS, the City and Wharves Board personnel have discussed the proposed placement of a pump station on port property and wish to memorialize an agreement to allow this planning to proceed to verify the appropriateness of placement of the pump station in the proposed location and propose the attached agreement to move forward on the project; and

WHEREAS, the Agreement provides for access to Port facilities by the City's designated design team to determine the feasibility of placement of the project on port property and anticipates an additional agreement between the parties to allow construction to proceed if deemed feasible; and

WHEREAS, the City Council finds it in the public interest to enter into the agreement with the Wharves Board to allow the project to proceed.

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

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

.

SECTION 2. That the Memorandum of Agreement attached as Exhibit 1 is entered into pursuant to the Interlocal Cooperation Act and is hereby approved and adopted.

SECTION 3. That the City Manager is hereby authorized to execute the Interlocal Cooperation Agreement and the Memorandum of Understanding between the City of Galveston

and the Wharves Board of Trustees in substantially the same form as attached hereto upon final approval by the City Attorney.

APPROVED AS TO FORM

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the _____ day of January, 2020, 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 _____, 2020.

_____
Secretary for the City Council
of the City of Galveston

January 15, 2020

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

From: Brandon Cook, Assistant City Manager

RE: Consider for approval a Memorandum of Understanding (MOU) with the Port of Galveston regarding the contemplated area that is being studied for the construction of a potential Storm Water Pump Station on and around piers 14 and 15. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney. The 14th Street Drainage Improvement Project – DR-4332-024.

I. Background

A. The 14th Street and vicinity drainage areas upstream of the Galveston Bay (Ship Channel to Seawall Blvd.), have had historical drainage problems.

B. These drainage problems were identified in previous drainage studies (2003 Master Drainage Study by Dannenbaum, and the 2007 LAN Drainage Report).

C. As a result of Hurricane Harvey, the State of Texas requested proposals for participation in the 404 Hazard Mitigation Grant Program (HMGP).

D. Under HMGP, the City submitted 7 Notices of Intent to the Texas Division on Emergency Management (TDEM) for the downtown drainage projects that included a system of 7 pump stations and associated drainage infrastructure.

E. The 7 pump stations and drainage infrastructure (projects) extended from 13th Street to 34th Street and from Seawall Blvd., to the Ship Channel.

F. The City was advised by TDEM that the 7 projects initially appeared to be eligible projects and the City was requested to submit formal applications to TDEM for each of the individual projects for future funding consideration.

G. Subsequent to the submittal of grant applications to TDEM, the City was informed that 1 of the 7 grant applications (the 14th Street pump station and associated infrastructure) was forwarded to FEMA for further evaluation.

H. To plan for potential award of the HMGP Grant, the City advertised an RFQ 19-01 on May 6th, 2019 for the 14th Street Pump Station Design and Engineering.

I. The City Council awarded the RFQ for the design of the 14th Street Drainage Improvement Project – DR-4332-024 to T. Baker Smith (TBS) in October of 2019 and an Engineering Services Contract to TBS in November of 2019

II. Current Situation

A. The City and Port desire to enter into this MOU to memorialize its agreement regarding the potential location of the Pump Station site to ensure access during design and avoid future encumbrances on the properties, if at all possible.
B. After the study is complete, and assuming the construction funding is approved by all parties, the Port and City will enter into a subsequent agreement that identifies the precise footprint and location of the facility.

III. Impact or ramifications:

If not awarded:
1. City will be unable to obtain a detailed design for construction of the Pump Station and will lose the HMGP funding;
2. These needed improvements for 14th Street and vicinity will not be constructed in the foreseeable future; and
3. Drainage hotspots will continue to lead to widespread flooding during rainstorms and high tides in this area until funding can be secure.

IV. Alternatives in order of priority

A. Approve the MOU to facilitate a complete design and construction documents for the 14th Street Drainage Improvement Project.
B. If the request is not approved, the City risks losing the HMGP funding and will continue to experience flooding due to high tide and rain storms in this area.

V. Recommendation

Approve a Memorandum of Understanding (MOU) with the Port of Galveston regarding the contemplated area that is being studied for the construction of a potential Storm Water Pump Station on and around piers 14 and 15.

VI. Fiscal Impact Report

Requested by:	Brandon Cook Assistant City Manager
Funding Sources:	D1901 Pilot Storm Water Pump Station 25% General Obligation Bond ($568,215.25), 75% FEMA reimbursement ($1,704,645.75), 100%

advanced from General Obligation Bonds pending actual reimbursement from FEMA

Cost: $2,272,861

Respectfully Submitted,

Brandon Cook
Assistant City Manager

MEMORANDUM OF UNDERSTANDING
RELATED TO THE INITIAL PHASE OF A PROPOSED
PUMP STATION IN THE VICINITY OF PIER 14
OF THE PORT OF GALVESTON

This Memorandum is entered into by and between the City of Galveston (the "City") and the Board of Trustees of the Wharves ("Wharves"), regarding the proposed public improvement project to be undertaken by the City consisting of placing pump stations within specific portions of the property placed under Wharves' exclusive management and control under Article XII of the Galveston City Charter ("Port Property").

The City contemplates constructing a pump station in the area shown in the area shown in Exhibit A attached hereto. The City and Wharves believe that project will benefit both parties and the community at large, and have therefore participated in the development of this plan and have agreed to the terms of this Memorandum going forward.

Therefore the City and Wharves agree as follows:

1) The City is in the initial design phase of a flood control pumping station for removal of flood waters from the streets of Galveston. The proposed location of the project in in the area of Pier 14 shown on Exhibit A hereinafter referred to as the "Proposed Location". The parties agree that Pier 14 may not be the final location of the project; the engineering studies to be undertaken by the City will provide more specific locations for the Project and the parties will cooperate with each other to locate the project at the most optimum location.

2) There is currently no opened street leading north of Harborside Drive in the vicinity of the Proposed Location. However, Wharves may have leased a portion of the area shown on Exhibit A to a third party tenant. If so Wharves will notify the City of the existence of such tenant. If there is no such tenant as of the execution of this agreement, Wharves agrees consult with the City prior to entering into a lease or granting an easement or other possessory interest in the Proposed Location to any third party.

3) Wharves will grant reasonable access to the City's designated design team and their equipment to Port property in the vicinity of the Proposed Location, in order to conduct preliminary studies to determine the feasibility of the Proposed Location for the project. The City anticipates that these preliminary studies will be conducted within the next six months. Thereafter, Wharves will grant the City's design team reasonable access to the Proposed Location for the purpose of drafting and completing their initial design plan.

4) The City and Wharves further agree that the City may move forward with the planning and implementation of the preliminary study as set forth above, and that an additional memorandum will be negotiated for the actual construction phase of the project at the Proposed Location, should the project be determined to be feasible and is funded.

5) The City and Wharves also agree that if the City's design team recommends building a pump station on the Proposed Location, and the Proposed Location is currently being leased by Wharves to a third party, Wharves will assist the City in negotiating any necessary amendments to said Lease in order to facilitate construction of the pump station components unless impracticable to do so.

This Memorandum is effective as of January 23, 2020. Each of the persons whose signatures appear below have authority to sign this Memorandum on behalf of the party for whom they have signed.

City of Galveston:

By:_____
Brian Maxwell
City Manager

Board of Trustees of the Galveston Wharves

By:_____
Rodger E. Rees
Port Director/CEO

Approved as to Form:

By:_____
Donald Glywasky
City Attorney

By:_____
Anthony P. Brown
Legal Counsel to the Board of Trustees of the Galveston Wharves

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE WHARVES BOARD OF TRUSTEES FOR THE PLACEMENT OF A WATER LINE AS PART OF THE REHABILIATION OF OLD PORT INDUSTRIAL ROAD BY THE PORT OF GALVESTON APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston Wharves Board has undertaken the rebuilding of old Port Industrial Road in the City of Galveston as part of the capital improvements at the Port; and

WHEREAS, within the area of the Port's rehabilitation of the old Port Industrial Road from the 29th through 33rd Street lies a City waterline which requires replacement prior to final completion of the road; and

WHEREAS, the City and Wharves Board personnel have discussed the phasing o the work and have produced an agreement related to the replacement of the City water line as part of the work from 29th to 33rd street portion of Port Industrial Road which is attached to move forward on the project; and

WHEREAS, the City Council finds it in the public interest to enter into the agreement with the Wharves Board to allow the project to proceed.

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

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

.

SECTION 2. That the Memorandum of Agreement attached as Exhibit 1 is entered into pursuant to the Interlocal Cooperation Act and is hereby approved and adopted.

SECTION 3. That the City Manager is hereby authorized to execute the Interlocal Cooperation Agreement and the Memorandum of Understanding between the City of Galveston and the Wharves Board of Trustees in substantially the same form as attached hereto upon final approval by the City Attorney.

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

APPROVED AS TO FORM

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the _____ day of January, 2020, 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 _____, 2020.

_____
Secretary for the City Council
of the City of Galveston

January 14, 2020

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

From: Daniel Christodoss, P.E., City Engineer

RE: Consideration of a resolution authorizing the City Manager or his designee to execute the attached interlocal agreement with the Board of Trustees of the Galveston Wharves for replacement of the existing waterline.

I. Background

A. Old Port Industrial Road is located within the property managed by Wharves. In order to facilitate better vehicular traffic flows for Wharves customers and cruise passengers, Wharves has undertaken a public works project which, in part, will improve and expand Old Port Industrial Road from two to three lanes in an area generally located between 29th and 33rd Streets.
B. The City currently operates a water line running parallel and to the south of Old Port Industrial Road. As currently designed, the Road Expansion Project would cover the Existing Water Line with paved roadway. Additionally, the Existing Water Line is deteriorated and of inferior quality, and should be replaced in order to best serve Wharves and other customers who purchase water from the City.
C. The existing waterline should be replaced by a new waterline meeting current TCEQ and City of Galveston Standards.
D. The Wharves will be preparing construction engineering plans for review by the City prior to construction of the waterline.

II. Current Situation

E. The City of Galveston has prepared the attached interlocal agreement to reimburse the Wharves for construction costs incurred in constructing the New Water Line.
F. The City is not be liable for any base repair, asphalt, concrete or other work that is associated with the Road Improvement Project. The City's costs will be solely related to the construction of the New Water Line.

IV. Alternatives in order of priority

A. Approve the resolution authorizing the City Manager or his designee to execute the interlocal funding agreement with the Board of Trustees of the Galveston Wharves for replacement of the existing waterline.
B. Do not approve the resolution, which will result in the City replacing the aged waterline in the future at premium emergency costs which will be significantly higher due to the impacts to a newly built road and associated infrastructure.

V. Recommendation

Approve the resolution authorizing the City Manager or his designee to execute the interlocal funding agreement with the Board of Trustees of the Galveston Wharves for replacement of the existing waterline.

VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, P. E. City Engineer
Cost of implementation:	N/A

Respectfully Submitted,

_____
Daniel Christodoss, P. E.
City Engineer

INTERLOCAL AGREEMENT BETWEEN THE CITY OF GALVESTON AND THE BOARD OF TRUSTEES OF GALVESTON WHARVES OLD PORT INDUSTRIAL ROAD – ROAD AND WATER LINE IMPROVEMENTS

This Agreement is entered into by the City of Galveston ("City") acting by and through its City Council and the Board of Trustees of the Galveston Wharves, a separate utility of the City of Galveston ("Wharves") ; and,

WHEREAS, the City and Wharves (collectively, 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,

WHEREAS, Wharves manages and operates certain City owned assets as provided in Article XII of the Galveston City Charter, and as authorized by Chapter 54 of the Texas Transportation Code.

THEREFORE, for the mutual premises contained herein, the Parties agree as follows:

The Parties agree that Wharves is a separate utility of the City established by the City Charter of the City of Galveston Article XII, by which Wharves has exclusive management and control of certain property owned by the City, as well as the income and revenues derived therefrom.

Old Port Industrial Road is located within the property managed by Wharves. In order to facilitate better vehicular traffic flows for Wharves customers and cruise passengers, Wharves has undertaken a public works project which, in part, will improve and expand Old Port Industrial Road from two to three lanes in an area generally located between 29th and 33rd Streets (the "Road Improvement Project").

The City currently operates a water line running parallel and to the south of Old Port Industrial Road (the "Existing Water Line"). As currently designed, the Road Expansion Project would cover the Existing Water Line with paved roadway. Additionally, the Existing Water Line is deteriorated and of inferior quality, and should be replaced in order to best serve Wharves and other customers who purchase water from the City.

PVC (AWWA C900) pipe, twelve (12) inches in diameter running from 29th Street to 33rd Street parallel to the Existing Water Line (hereafter, the "New Water Line.") , pursuant to the terms and conditions set out in this Interlocal Agreement.

Therefore, in contemplation of the above, the City and Wharves agree as follows.

1) Wharves will retain a qualified professional engineering firm to design documents and bid specifications for the construction of the New Water Line.

2) Following completion of the design documents and bid specifications for the New Water Line, Wharves shall submit said design documents and bid specifications to the City for review and approval. Along with such submittal the Wharves shall provide a working link for the plans and specifications released for Construction by the Project Engineer, to engineering@galvestontx.gov

If the City does provide specific objections or specific requested changes to the design documents and bid specifications for the New Water Line within said ten (10) day period, Wharves shall submit revised design documents and bid specifications for the New Water Line to the City for review and approval; thereafter, the City shall review and approve or provide specific objects or proposed revisions to Wharves within ten (10) days following receipt thereof. The same process shall continue until a final set of design documents and bid specifications for the New Water Line are approved by the City. At each stage of review of Wharves' proposed design documents and bid specifications for the New Water Line, City's review and approval shall not be unreasonably withheld, conditioned or delayed.

4) Following the City's approval of the design documents and bid specifications for the New Water Line, Wharves may either seek competitive bids for the construction of the new Water Line, or, alternatively, use Wharves' own Construction and Maintenance Department to construct the New Water Line.

5) Following completion of construction of the New Water Line, Wharves shall submit an invoice, with appropriate information attached, for construction costs incurred by Wharves in constructing the New Water Line. The City shall not be liable for any base repair, asphalt, concrete or other work that is associated with the Road Improvement Project. The City's costs shall be solely related to the construction of the New Water Line. The City shall pay Wharves' invoice for these construction costs incurred with thirty (30) days' of the City's receipt of said invoice.

6) Additionally, and following completion of construction of the New Water Line, the water line and its related work must be inspected and accepted by the City's utility department. After such acceptance, Wharves may proceed to complete the Road Improvement Project.

7) Payments shall be made by the City to Wharves by check or electronic payment made payable to the order of the Board of Trustees of the Galveston Wharves, delivered to Wharves.

8) Communications between the parties shall be sent to the following:

To the City:	To the Port:
City Manager	Port Director/CEO
City Hall	Port of Galveston
823 Rosenberg	123 Rosenberg

Room 201
Galveston, TX 77550

8th Floor
Galveston, TX 77550

9) This Agreement represents the entire agreement of the parties and supersedes all prior written or oral agreements, and the terms are contractual and not mere recitals.

10) This Agreement may be executed in multiple counterparts, each of which shall be deemed as an original, but all of which shall constitute one and the same instrument. A copy of this Agreement shall be as valid, binding, and enforceable as the original.

11) This Agreement may not be amended, altered, modified, or changed in any way except in writing signed by all the parties to this Agreement taken in compliance with the Open Meetings Act of the State of Texas.

12) All titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

13) Each Party hereto acknowledges that it has been fully advised by counsel of its choosing as to the terms and provisions of this Agreement.

14) Each Party agrees to execute any further documents, including any declaration, oath, affidavit, confirmation or other instrument, necessary or appropriate to complete, effectuate or give full effect to the terms of this Agreement.

15) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Galveston County, Texas. Venue shall lie in Galveston County, Texas

16) The Parties as evidenced by their below duly authorized representative signatures represent and warrant to have full corporate power and authority to enter into this Agreement and to carry out the obligations and transactions contemplated hereby.

ENTERED INTO AND AGREED UPON by the parties as evidenced by the below signatures of the duly authorized representatives.

BY EXECUTION OF THIS AGREEMENT THE PARTIES ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

CITY OF GALVESTON

BY:
NAME: _ Brian Maxwell

BOARD OF TRUSTEES OF THE GALVESTON WHARVES

BY: _____
NAME: Rodger E. Rees_____

TITLE: _ City Manager
DATE:

TITLE: Port Director/CEO_____
DATE: _____

ATTEST:
CITY OF GALVESTON

_____
Janelle Williams
City Secretary

APPROVED AS TO FORM:

_____
City Attorney Office- Galveston

BOARD OF TRUSTEES OF THE GALVESTON WHARVES

_____
NAME: Angie Ramirez
TITLE: Secretary to the Board

APPROVED AS TO FORM:

_____
Anthony Brown
Legal Counsel to the Board of Trustees of the

Galveston Wharves

City of Galveston

DEPARTMENT OF MUNCIPAL UTILITIES

Robert Pugh, Director

rpugh@galvestontx.gov | Office Number: (409) 797-3960 | www.galvestontx.gov

January 15, 2020

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

From: Robert Pugh, Director of Municipal Utilities

Re: **Consider for Approval: Replace Airport WWTP Administration Building Storage Room Overhead Door in the amount of $16,800.**

I. Background

A. The Airport WWTP provides 3.75 Million Gallons Per Day (MGD) treatment capacity for the sanitary sewer collection system in the West Central Area of Galveston.

B. The Administration Building Storage Room provides storage of materials, chemicals and supplies used to maintain and operate the plant.

C. The Storage Room requires a secure overhead door for access, safety and security.

II. Current Situation:

A. In 2019, Staff observed that the overhead door for the Administration Building Storage Room is badly deteriorated and had become inoperable.

B. In November, 2019 Staff obtained three quotes from contractors to replace the overhead door since repair was determined not to be feasible:

a. Scotty's Overhead Door, $16,800.
b. Overhead Door, Inc. $17,000.
c. The Genuine. The Original. Overhead Door, $17,991.

C. Scotty's Overhead Door provided the lowest quote to replace the overhead door in the amount of $16,800.

III. Issues:

Failure to replace the overhead door leaves stored materials subject to theft and creates a safety issue for employees, contractors and visitors.

IV. Alternatives:

Robert Pugh, Director
rpugh@galvestontx.gov | Office Number: (409) 797-3960 | www.galvestontx.gov

A. Authorize City Staff to execute a Purchase Order with Scotty's Overhead Door in the Amount of $16,800 to replace the Airport WWTP Administration Building Storage Room Overhead Door.

B. Do not approve replacement of the overhead door.

V. Recommendation:

It is recommended that the City Staff be authorized to execute a Purchase Order with Scotty's Overhead Door in the Amount of $16,800 to replace the Airport WWTP Administration Building Storage Room Overhead Door.

VI. Fiscal Impact

Requested by:	Robert Pugh Director of Municipal Utilities
Funding Source:	Wastewater Treatment Equipment Repairs Funds
Estimated Costs:	$16,800

Respectfully Submitted,

Robert Pugh

Robert Pugh
Director of Municipal Utilities

RQ#_____

PO#_____

Date: 11/22/2019

CITY OF GALVESTON
PUBLIC WORKS DEPARTMENT REQUISITION REQUEST

DIVISION: Public Works Wastewater Dept

VENDOR NAME: Scotty's Overhead Door VENDOR NUMBER:

ACCOUNT NUMBER: 611817- 531230

ACCOUNT NAME: Equipment Repairs

Commodity # _____

Unit	Description of goods or services	Unit Cost	Total Cost
1	12x14 Windstorm door / Raynor FF20 ga 150PSF (TX Dept of Insurance storm cert.)	$ 16,800.00	$ 16,800.00
	flat slat, Galvanized-compnetns, Hood		$ -
1	GH 5011 LH lift master 2 stations		$ -
1	Remove Door & cut welds grind smooth		$ -
			$ -
			$ -
	Overhead door used to lock storage and protect supplies from the environment.		$ -
	Two options on quotes. Option B will be required for Insurance purpose.		$ -
			$ -
			$ -
	Scotty's Overhead Door: $16,800.00		$ -
	Overhead Door, INC.: $17,000.00		$ -
	The Genuine. The Original. Overhead Door: $17,991.00		$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
	Total Cost		$ 16,800.00

Cynthia Diaz 11/22/19

Authorized Personnel Signature Making Request & Date

INTERNAL QUOTE SHEET

Employee Name: Mary Denby	**Department:** Wastewater Department

Product/Service:
Overhead Door

QUOTE 1:	**Date Contacted:** 11/1/2019	**Hub Vendor:** Yes ☐ No ■
Company: Scotty's Overhead Door	**Contact Name:** Scotty	
Telephone #: 409-737-1951	**E-Mail:** scottysohd@gmail.com	
Amount of Bid: $16,800.00	**Date Responded:** 11/19/2019	
Comments:		

QUOTE 2:	**Date Contacted:** 11/1/2019	**Hub Vendor:** Yes ☐ No ■
Company: Gulf Side Overhead Door, Inc.	**Contact Name:** Teresa	
Telephone #: 409-744-4393	**E-Mail:** gulfsideohd@gmail.com	
Amount of Bid: $17,000.00	**Date Responded:** 11/11/2019	
Comments:		

QUOTE 3:	**Date Contacted:** 11/14/2019	**Hub Vendor:** Yes ■ No ☐
Company: Burgoon Company	**Contact Name:** Elizabeth Vasquez	
Telephone #: (409)766-1900 ext. 36	**E-Mail:** evasquez@burgooncompany.com	
Amount of Bid: no bid	**Date Responded:** 11/19/2019	
Comments: out of scope		

- **Over $1,000 to $15,000 Requires a Minimum of Three Quotes**
- **$3000 To $15,000 – Requires Two HUB Vendor Quotes – document if none are available in Galveston County**
- **Link to search for HUBs: https://mycpa.cpa.state.tx.us/tpasscmblsearch/**

Scotty's Overhead Door

phone: 409-737-1951
fax: 409-737-5061

2826 N. Sonny Lane
Galveston, TX 77554
(Mailing Address)

ESTIMATE ONLY

Email

Name: City of Galveston	Sales Contract: ☐
Address: mdenby@galvestontx.gov	*Estimate: ☒
Job Site: Airport - Water treatment Plant	Date: 11/19/19
Phone: C/o Mary 409 797 3783	PO#:

QTY	Description	Price	Amount
1	12X14 Raynor FF 22ga Flatslat, Galvanized, curtain, guides, Headplates, and Hood. NON-Windstorm door		
1	GH 50U LH Liftmaster Comm operator 2-Stations		
1	Remove door/operator cut welds, grind smooth.	$14,900.00	
1	12X14 Windstorm door/Raynor FF 20ga Flatslat, Galvanized-Components, Hood	150 PSF	
1	GH 50U LH Liftmaster 2 stations		
1	Remove door & cut welds grind smooth	$16,800.00	
*	Power and Conduit ran by others.		

Windstorm Policy
Customer was informed windstorm door is required. ☐
Customer declined windstorm door. ☐ Yes ☐ No
Customer agrees that Scotty's Overhead Door or any of the owners are not liable for any decline of insurance coverage of any kind and any costs of repairs to property named in contract.

	Total Labor	
	Total Parts	
Tax Exempt ☐	Tax	
	Total	

Customer signature: Date:

Payment Policy
Customer agrees to payment terms of: PO # Required to order!

Customer signature: X Date:

***Estimate only. Price good for 30 days. Price can change if spefications change.**

Thank You

GULF SIDE
OVERHEAD DOOR, INC.
RESIDENTIAL COMMERCIAL OPENERS

5213 Avenue S
Galveston, Texas 77551
(409) 744-4393
Mainland (409) 925-2810

estimate
INVOICE

Date: 11/11/19

SOLD TO	SHIP TO
City of Galv. Waste Water	Co. Mary
2618 Mustang Dr	Special order requires 1/2 Down
Galv. TX	Please allow 4 to 6 weeks
797-3783	Delivery

CUST ORDER NO	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	FOB	OUR ORDER NO
				Curtis Ford		

QTY ORDERED	B.O.	QTY SHIPPED	DESCRIPTION	UNIT PRICE	AMOUNT
		(1)	12x14 Rolling steel - Raynor -		
			galvanized Curtain, guides, Head Plates		
			Head Bottom Bar this Door Doesn't meet "windstorm requirement"		
		(1)	Liftmaster GH 2 H chain Hoist		
		(1)	Mount Plates in Front of Head		
		(1)	#50 chain - 40 t sprocket - "Smooth operation"		
		(2)	Sealed 3 Button Station w/ keyblock out		
		(1)	Remove Door and operator		
			Existing - Bring torch to cut		
			welds to Jamb.		$15,500.00
			Same Door but windloaded ↓		
		*	Door as windstorm 150 PSF.		
			windlocks every 2nd slat, Galvanized		$17,000.00
			This Door meets State windstorm		
			"requirements"		

Thank You

Miner Ltd.
Dba. OVERHEAD DOOR COMPANY OF HOUSTON
11533 South Main
Houston, Texas 77025-5905
Telephone: (713) 208-9626
Fax: (713) 667-9451
Account Executive: Cody Aranda
Email: c.aranda@ohdhouston.com

TO:	City of Galveston	FAX:	
ATTN.:	Mary	PHONE:	409.797.3783
DATE:	11/14/2019	TOTAL PAGES:	1
PROJECT:	Galveston TX	**PROPOSAL:**	2019-1292

Option A Non wind storm rated door

- Remove old door, track and electric operator

Furnish and install the following - one (1): 12'-0" wide x 14'-0" tall

SERIES 610 – OVERHEAD COILING SERVICE DOOR NON INSULATED

- 22 GA. GALV. SLATTED CURTAIN – G90 CURTAIN
- DOUBLE STEEL ANGLE BOTTOM BAR WITH WEATHER-STRIP – HOT DIPPED GALV.
- STEEL ANGLE GUIDES / TRACKS – HOT DIPPED GALV.
- ELECTRIC OPERATOR – CHAIN HOIST DISCONNECT
- 24 GA. GALV. STEEL HOOD - G90 CURTAIN
- 20 PSF HURRICANE RATING
- **DOOR COLOR: GRAY**

LEAD TIME: 3-4 WEEKS (ONE YEAR WARRANTY ON LABOR AND MATERIAL)
TOTAL WITH NO TAX $16,819.00

Option B wind storm rated door

- Remove old door, track and electric operator

Furnish and install the following - one (1): 12'-0" wide x 14'-0" tall

SERIES 610 – OVERHEAD COILING SERVICE DOOR NON INSULATED

- 22 GA. GALV. SLATTED CURTAIN – G90 CURTAIN
- DOUBLE STEEL ANGLE BOTTOM BAR WITH WEATHER-STRIP – HOT DIPPED GALV.
- STEEL ANGLE GUIDES / TRACKS – HOT DIPPED GALV.
- ELECTRIC OPERATOR – CHAIN HOIST DISCONNECT
- 24 GA. GALV. STEEL HOOD - G90 CURTAIN
- 65 PSF HURRICANE RATING – TEXAS DEPT. OF INSURANCE STORM CERTIFIED
- **DOOR COLOR: GRAY**

LEAD TIME: 3-4 WEEKS (ONE YEAR WARRANTY ON LABOR AND MATERIAL)
TOTAL WITH NO TAX $17,991.00

TERMS/CONDITIONS/CLARIFICATIONS

- TERMS: NET 30 WITH PRIOR APPROVED CREDIT ONLY **OR** COD*
  * ***COD TERMS: 75% DOWN BEFORE ORDER IS PLACED, FINAL PAYMENT DUE ON THE DAY PRODUCT IS DELIVERED OR INSTALLED.***
- OVERHEAD DOOR **MUST** FIELD VERIFY ALL OPENING SIZES, DIMENSIONS & CLEARANCES WITH APPROVED SHOP DRAWINGS BEFORE PRODUCT ORDER IS PLACED.
- ALL CONDITIONS AND TERMS OF OUR PROPOSAL WILL BE INCLUDED IN "AND SUPERSEDE" ANY RESULTING CONTRACT, UNLESS WAIVED IN WRITING PRIOR TO BID TIME.
- QUOTE VALID FOR 90 DAYS
- ALL POWER AND CONDUIT BY OTHERS
- OHD HOUSTON NOT RESPONSIBLE FOR SHIPPING DELAYS DUE TO INCLEMENT WEATHER
- PERMITTING WITH THE CITY, IF APPLICABLE MUST BE BY OTHERS

IF ACCEPTABLE, PLEASE SIGN AND RETURN PROPOSAL:

BY: _____ **DATE:** _____

THANK YOU FOR YOUR BUSINESS – CODY ARANDA

City of Galveston

DEPARTMENT OF MUNCIPAL UTILITIES

Robert Pugh, Director

rpugh@galvestontx.gov | Office Number: (409) 797-3960 | www.galvestontx.gov

January 15, 2020

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

From: Robert Pugh, Director of Municipal Utilities

Re: **Consider for Approval: Purchase of Replacement Parts for Airport WWTP Bar Screen in the amount of $23,352.04.**

I. Background

A. The Airport WWTP provides 3.75 Million Gallons Per Day (MGD) treatment capacity for the sanitary sewer collection system in the West Central Area of Galveston.

B. The bar screen removes large items such as rags at the plant head works to prevent clogging of pumps and facilities that are required for wastewater treatment operations.

II. Current Situation:

A. In 2019, Staff observed that bar screen chains, sprockets and shaft assemblies were deteriorated and in need of replacement.

B. In November, 2019 Staff obtained a quote from Headworks, the bar screen manufacturer, for replacement parts in the amount of $23,352.04. WWTP Staff would replace the parts.

C. A sole source purchase is required since the City has standardized on the Headworks bar screen brand and no other vendors can supply the required parts.

III. Issues:

Failure to replace the bar screen parts would lead to rags and large debris entering the treatment plant basins, piping and pumps which could clog or damage facilities and interrupt treatment operations, thereby possibly leading to non-compliance with TCEQ regulations.

IV. Alternatives:

A. Authorize City Staff to execute a Purchase Order with Headworks in the Amount of $23,352.04 for bar screen replacement parts at the Airport WWTP.

B. Do not approve purchase of bar screen replacement parts.

Robert Pugh, Director
rpugh@galvestontx.gov | Office Number: (409) 797-3960 | www.galvestontx.gov

V. Recommendation:

It is recommended that the City Staff be authorized to execute a Purchase Order with Headworks in the Amount of $23,352.04 for bar screen replacement parts at the Airport WWTP.

VI. Fiscal Impact

Requested by:	Robert Pugh Director of Municipal Utilities
Funding Source:	Wastewater Treatment Equipment Repairs Funds
Estimated Costs:	$23,352.04

Respectfully Submitted,

Robert Pugh

Robert Pugh
Director of Municipal Utilities

RQ#_____

PO#_____

Date: 11/22/2019

CITY OF GALVESTON
PUBLIC WORKS DEPARTMENT REQUISITION REQUEST

DIVISION: Public Works Wastewater Dept

VENDOR NAME: Headworks VENDOR NUMBER: _____

ACCOUNT NUMBER: 611817- 531230

ACCOUNT NAME: Equipment Repairs

Commodity # _____

Unit	Description of goods or services	Unit Cost	Total Cost
2	13 Links Strand Chain, 125mm 304ss	$ 1,680.25	$ 3,360.50
8	11 Links Strand Chain, 125mm 304ss	$ 1,421.75	$ 11,374.00
2	Lower Sprocket 125mm 316ss	$ 2,356.02	$ 4,712.04
2	Stub Shaft Assembly	$ 1,810.25	$ 3,620.50
1	Estimated Shipping & Handling	$ 285.00	$ 285.00
			$ -
			$ -
	Moves the Bar screen, which separates organic material from the inorganic and		$ -
	debris to the trash		$ -
			$ -
			$ -
	Sole Source		$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
	Total Cost		$ 23,352.04

Cynthia Diaz 11/22/19

Authorized Personnel Signature Making Request & Date

Project Name:	Galveston Airport
State/Country:	TX
Quote Date	11/20/2019

Quote # AIR112019-1

Dear Mr.Mary Denby,

Thank you for the opportunity to quote your Bar Screen replacement parts. We are pleased to submit the following quotation for your consideration

Item #	Qty	UoM	Item Description	Unit Price	Extended Price
1	2	Ea	13 Links Strand Chain, 125mm 304ss	$ 1,680.25	$ 3,360.50
2	8	Ea	11 Links Strand Chain, 125mm 304ss	$ 1,421.75	$ 11,374.00
3	2	Ea	Lower Sprocket 125mm 316ss	$ 2,356.02	$ 4,712.04
4	2	Ea	Stub Shaft Assembly	$ 1,810.25	$ 3,620.50
5	1	Lot	Estimated Shipping & Handling	$ 285.00	$ 285.00
				Total	**$ 23,352.04**

Should you have any questions regarding the pricing and scope listed in this document, please do not hesitate to contact me.

Best Regards

Yves Guiguemde
Aftermarket Sales Manager
713-647-6667
yguiguemde@headworksintl.com

Headworks Inc. is a nationally certified
WBENC Women's Business Enterprise

GENERAL TERMS AND CONDITIONS

Applicable Terms

These terms govern the purchase and sale of the equipment and related services. If any (collectively, "Equipment") referred to in Seller's quotation, proposal or acknowledgement, as the case may be (Seller's "Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms documents.

Payment Terms

Net 30 Days for order greater than $1,000. For all ther orders totaling less than $1,000 we will only accept credit card before processing the purchase order. The credit card from will be attached to the quote in that case.

Validity of Quotation:

60 days from date of quote.

Stainless Steel Price Increases:

All Orders accepted, are subject to the following terms:

Headworks® Inc. reserves the right to adjust the price of the parts quoted based on increases in the price of stainless steel. This increase would be based on stainless steel price increases (including surcharges) as published monthly in the U.S. with the base price being that price (including surcharges, if any) published on the date of this offer. Such price increase only affects the cost of the stainless steel material portion of the affected equipment.

Freight Terms

Shipping and handling are listed in the quote but may be subject to change . Freight carrier will be determined based on quantity and type of parts provided. Parts will be shipped 2-3 weeks after receipt of purchase order.

Taxes

Federal, state and local taxes, if any, are not included in the above prices. All applicable taxes are for the purchaser's account.If purchaser is tax exempt a copy of the tax exempt must be provided with the purchase order.

Patent Protection

Various Headworks equipment contain proprietary information covered by a number of patents and patents pending in the USA and in many international countries. For a full list of the approved patents, please contact Headworks Inc. Legal department in Houston, Texas.

Limitation of Liability

In no event shall Seller be liable for anticipated profits or for incidental or consequential damages. Seller's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services which gives rise to the claim. Seller shall not be liable for penalties of any description. Any action resulting from any breach on the part of Seller as to the goods or services delivered hereunder must be commenced within one (1) year after the cause of action has accrued.

Presence of High Grit Levels, Stones and Rocks

The presence of high levels of Grit, Stones and/or Rocks that can impair the normal operation of Headworks' products / parts, develop premature wear and/or cause damage to it's products / parts is not covered under the Headworks Inc. Standard Warranties unless strictly expressed in writing.

Patent Protection

Various Headworks equipment / parts contains proprietary information covered by a number of patents and patents pending in the USA and in many international countries. For a full list of the approved patents, please contact Headworks® Inc. legal department in Houston, Texas.

Warranty

The seller warrants all equipment / parts of its own manufacture to be free of defects caused by faulty material or workmanship for a period of twelve (12) months from date of local delivery. Headworks® will replace or repair any part or parts which upon examination shall show to have failed under normal use and service by the original user within the warranty period. In the event that defects develop during the warranty period, under normal and proper use, Headworks is to be notified promptly and with their consent the products are to be returned to Headworks® F.O.B. Headworks® factory. In the case of components purchased by Headworks® and incorporated into the equipment, such as Electrical Controls, Instrumentation and related items, Headworks® warranty is limited to the individual manufacturer's warranty for that component, usually one year. This warranty does not apply to equipment or parts thereof which have been altered or repaired other than by a representative of Headworks®, or damaged by improper installation, application, erosion or corrosion of any sort, or subjected to misuse, abuse, neglect or accident. This warranty does not apply to items that require repair or replacement due to normal wear and tear.
THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY HEADWORKS® AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. HEADWORKS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT. HEADWORKS® SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON NOR ANY CLAIM THAT ITS EQUIPMENT WAS NEGLIGENTLY DESIGNED OR MANUFACTURED.

Dispute Clause

Any claim, dispute or other matter in question between Supplier and Owner, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Supplier's and Owner's designated representatives for the applicable Purchase Order. Supplier and Owner each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated representatives for the applicable Purchase Order, no later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Supplier and Owner shall attempt to resolve the matter.
If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator and a mediation location that are mutually acceptable.
If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file suit in a court of competent jurisdiction in the county of the state in which the Work Site is located. If a Purchase Order required Work to be performed at more than one Work Site in more than one state, the exclusive venue for suit shall be a court of competent jurisdiction in the State of Texas.

CITY OF GALVESTON
Sole Source Justification

Vendor: Headworks Vendor #_____ Requisition #:_____

Product/Service: Chains and Sprockets

Estimated expenditure for the above commodity or service: $ 23,352.04

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of $1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

headworks Incorporated is the manufacturer and sole source of replacement/repair parts for headworks eq

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Most of the components are manufactured for or by Headwork Inc. and

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Most of the components are manufactured for or by Headwork Inc. and

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ☒ SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)

2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)

3. ☒ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

4. ☒ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ☐ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)

6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

_____	_____
Department Director (Print Name)	Department Director (Signature
_____	_____
Department	Date

(FOR PURCHASING DEPARTMENT USE ONLY)

_____APPROVED _____NOT APPROVED

REASON, IF NOT APPROVED: _____

_____

_____

BY: _____ DATE: _____

Headworks

MDenby@GalvestonTX.Gov

April 18, 2019

City of Galveston
Airport & Terramar WWTP

Re: Bar Screen & Screwpactor Replacement Parts

To Mary Denby,

This document is to confirm that Headworks Incorporated is the manufacturer and sole source of replacement / repair parts for the Headworks® equipment. Most of the components are manufactured for or by Headworks Incorporated and are proprietary in nature, patented and can only be sourced through Headworks or W.WaterTech our local authorized Manufacturer Representative in Texas. Additional items such as motors, gearboxes can be purchased separately through other sources.

Best regards,

Yves Guiguemde
Aftermarket Sales Manager

11000 Brittmoore Park Drive | Houston, TX 77041 USA
[t] +1.713.647.6667 [f] +1 713.647.0999 [e] hw@headworksintl.com [w] www.headworksinternational.com

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this _____day of _____, 2020, by and between the City of Galveston, Texas, hereinafter called the "City", and Applied GRT hereinafter called "COMPANY", located P.O. Box 690425, Houston, Texas 77269 in connection with the following project:

3rd Party Consultant & Project Education Services for Airport Pump Station

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit "A", identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

   The Scope of Services shall be as set forth in the attached "Exhibit A".

2. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the term of this agreement is 5 years from the date of execution of the agreement. The parties may terminate this agreement by a written termination signed by both parties.

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

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

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

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

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **$40,000.00** Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.

8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation

9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not

be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.

12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.

13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

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

15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.

16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

    a. **Commercial general liability insurance**:

        $2,000,000 general liability (includes products and personal, etc.)
        $1,000,000 fire damage
        $1,000,000 automobile damage

$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an "**occurrence basis**"

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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

19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.

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

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

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

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

CITY OF GALVESTON, TEXAS	**Applied GRT**
BY: _____	BY: _____
NAME: _Brian Maxwell _____	NAME: _____
TITLE: _City Manager _____	TITLE: _____
DATE: _____	DATE: _____

Approved As To Form

_____
City Attorney's Office

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

P.O. Box 690425
Houston, Texas 77269
(281) 750-5799
scott.fendrick@appliedgrt.com

November 8, 2019

Mr. Dudley Anderson
Building Program Manager
City of Galveston
823 Rosenberg
P.O. Box 779
Galveston, TX 77553

PROPOSAL FOR: **3rd Party Contract Administration & Project Evaluation Services; Airport Pump Station-City of Galveston, Galveston, TX; -Consultant Services**

Dear Mr. Anderson,

Applied GRT LLC (GRT) is pleased to submit a fee proposal to provide 3rd Party Contract Administration & Project Evaluation Services for the City of Galveston (the City). Typical project management services may be required as outlined below. We understand the Contract Documents (CDs) are nearly complete and the City is actively procuring the General Contractor (GC) thru the selection process.

SCOPE AND FEE

This project is described as a new pump station at the City of Galveston Airport with an approximate construction cost of $6,000,000 and an anticipated construction duration of 12 months.

The Work will primarily consist of acting as a 3rd Party Consultant for the City. In that capacity we will review the project related activities and monitor the progress of the construction completion. We will identify issues and recommend solutions to the City for your consideration. Compliance of the contract administration will be based on CDs prepared by the Engineer of Record (EOR), including the Drawings, Specifications, and Owner related Contracts to Engineers, Contractors and Consultants. This also includes any other documents the COG would like reviewed pertaining to this project.

We propose a Not to Exceed Fee of $40,000.00. The Fee is anticipated to be broken out as follows:

Not to Exceed Fee:		**$ 40,000.00**
Anticipated Breakdown of Fee	**12 Months**	
Construction Administration	12 Months	**$ 37,000.00**
Reimbursable Expenses	Lump Sum	**$ 3,000.00**

SCOPE OF SERVICES

We will provide 3rd Party Contract Administration Services as outlined below:

1. Monitor responsibility matrix of team, including, but not limited to EOR, GC, and other Consultants procured by Owner.
2. Assist with day to day decision making to shorten response times to critical components of the project and provide correctional guidance to entire team.
3. Monitor Design Team, including EOR and their Consultants, with day to day activities for contractual compliance.
4. Review logs of critical Submittals and shop drawings with the City for compliance and conformance with provided Guidelines.
5. Review logs of RFIs, CPRs, ASIs and any other document for conformance with Contract Documents, Guidelines, and industry best practices.
6. Monitor Project Controls related information, as required, so the City can evaluate status of project at any time.(Financially and Performance)
7. Visit project site during construction, including construction meetings every two weeks with photo documentation of progress.
8. Provide monthly Executive Summaries summarizing project status, with photos.
9. Identify and escalate project related issues with recommend solutions to the City for consideration. (Excessive response times by EOR, GC not maintaining schedule)
10. Assist with completion and occupancy schedule for Owner.
11. Monitor project close out activities, including trainings, warranties, AHJ compliance, and move in coordination.

SERVICES NOT TO BE PERFORMED (ADDITIONAL SERVICES):

i. These 3rd Party Contract Administration Services do not replace the Owner's Representative Services that may be contracted elsewhere by the City.
ii. 11 month walk after project Substantial Completion.
iii. 12 Month Warranty coordination

COMPENSATION (ADDITIONAL SERVICES):

When ADDITIONAL SERVICES are requested in writing, The City of Galveston shall compensate Applied GRT LLC under the terms and conditions of this agreement.

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

Principal in Charge	$160.00/hr.
Project Manager	$140.00/hr.
Project Controls Analyst	$90.00/hr.
Site Visits	Hourly per visit + Reimb. Expenses

ii. Reimbursable Expenses, such as printing and reproduction costs, travel expenses (per IRS Standard mileage rate) shall be invoiced at direct cost.
iii. Services, not specifically identified in the Scope of Services or elsewhere in this proposal, shall be considered Additional Services.

Applied GRT LLC
P.O. Box 690425
Houston, TX 77269

iv. Adjustments to this contract may be requested due to contract extensions and/or change orders that may increase scope or fee of GRT. These adjustment requests will be made in writing. These Services may be considered correctional in nature.

COMPENSATION TERMS:

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

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

In the event that the not to exceed amount of $40,000.00 is not sufficient, due to billable time being consumed, the City will have the option of terminating the engagement, or may obtain the authorization of City Council to continue the engagement.

Best Regards,

Mr. Scott Fendrick, AIA, CxA+BE
Founding Partner
Applied GRT LLC
Date 11/08/2019

Accepted by:

Mr. Dudley Anderson
Building Program Manager
City of Galveston
Date _____

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

Enclosure: None

Cc:
Mr. Donald S. Glywasky
City Attorney

Ms. Kim Coogan
Assistant City Attorney

Applied GRT LLC
P.O. Box 690425
Houston, TX 77269

City of Galveston

PUBLIC WORKS
STAFF REPORT

Date: January 23, 2020

To: City Council

From: Dudley Anderson, Building Program Manager

Re: **Request for approval of an agreement with Applied GRT LLC to provide 3rd Party Consultant & Project Education Services for Airport Pump Station Project.**

I. Background

A. The City is in the design phase for a new drainage and pump station to be located at Scholes International Airport.
B. Applied GRT LLC has proposed to provide their support with this effort.
C. The City wishes to enter into an agreement with Applied GRT LLC so that they may provide consulting services on this project.

II. Current Situation

Whether to enter into an agreement with and authorize payment to Applied GRT LLC in a not to exceed amount of $40,000.00 in exchange for the provision of consulting services.

III. Issues

1. Payment of a total not to exceed amount of $40,000.00 to Applied GRT LLC.
2. Timing – The professional services are continuing and a current invoice is due.

IV. Alternatives in Order of Priority

a. Approve the agreement with Applied GRT LLC to provide consulting services for a total not to exceed amount of $40,000.00.
b. Do not approve the agreement, which will result in the City not being able to retain these consultant services.

V. Recommendation

Concur with alternative (a), and approve the agreement with Applied GRT LLC.

VI. Fiscal Impact Report

Requested by:	Dudley Anderson, Building Program Manager
Funding Source:	CO Bonds
Commodity:	Consulting Services
Costs of Implementation:	$40,000.00

Respectfully submitted,

_____

J. Dudley Anderson

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

January 15, 2020

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

From: J. Dudley Anderson, Building Program Manager

Re: Consider for approval Change Order #5 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by $950,434.03 (9.88%) from the amount of $10,040,956.00 to the amount of $10,991,390.03 and extending the contract term by 217 days. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for $1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.

B. The amended state plan allocates $1.032 billion to the Houston-Galveston Area Council region.

C. Because of the age and unsuitability of the existing Fire Station #1 and City Hall Annex, it is desired to build a new, state of the art fire station.

D. The construction of a new Fire Station #1 and the subsequent demolition of the existing fire station was therefore identified as work to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.

E. The General Land Office approved O'Malley Strand Associates, Inc. to provide engineering and architectural design services for the Fire Station #1 New Site Construction and Existing Site Demolition project.

F. Construction LTD was awarded the contract by Council on September 28, 2017 in the amount of $9,621,500.00.

G. The contract was increased $4,205.00 (0.04%) to $9,625,705.00 in Change Order #1.

H. Change Order #2 increased the contract amount $72,639.00 (0.75%) to $9,698,344.00 and included demolition work required to provide for the restroom facilities in City Hall to allow for demolition of the City Hall Annex. The City of Galveston chose to utilize this existing contract to expedite and better coordinate the work required for demolition of City Hall Annex and connectivity between City Hall and the new Fire Station #1.

I. Change Order #3 increased the contract amount $176,828.00 (1.84%) to $9,875,172.00 and included construction cost for Phase 1B to provide for revisions to the tele/data system and renovations for 3rd floor offices adjacent the future restrooms on the 3rd floor of City Hall.

J. Change Order #4 included a variety of items in the original proposal that were deferred until this time increasing the construction cost $165,784.00 (1.72%) and adding 94 calendar days to the contract.

II. Current Situation

A. The proposed work for this Change Order are items identified and recommended by a combination of City staff, the design firm, or the General Contractor.
   a. Item 05 – $35,917.03 provides General Conditions related to the expanded scope of work and time.
   b. Item 17 – $5,586.00 provides for revised erosion control on the west side of the fire station.
   c. Item 19 – $96,775.00 provides for additional asbestos abatement discovered during demolition activities.
   d. Item 71 - $2,022 provides for revisions to the reception desk to allow a workstation.
   e. Item 73 - $12,214.00 provides insulation above the 3rd floor ceiling to assist in humidity control of the building.
   f. Item 90 - $2,594.00 provides revisions to the pantry door louvers to allow efficient operating of the doors.
   g. Item 96 - $11.509.00 provides double glazing in the opening that looks into the apparatus bay to reduce condensation that obstructs visibility to this critical area.
   h. Item 99 - $14,151.00 provides additional drywall fireproofing in certain areas to meet requirements of the building, elevator, and fire code.
   i. Item 108 - $1,631.00 provides graphic signage to assist locating accessible entry into the fire station.
   j. Item 132 - $5,905.00 provides for relocating truck water fill lines to a more optimum location in the apparatus bay.
   k. Item 146 - $83,127.00 provides for additional dehumidification equipment in the attic to control condensation and humidity in the attic and 3rd floor ceiling.
   l. Item 50 - $842 – provides a dryer vent trap to filter lint from the dryer exhaust duct.
   m. Item 175 - $102,004.00 provides necessary tele/data infrastructure required to allow the Training room to function as an emergency operations center and public information studio.
   n. Item 182 - $10,403.00 provides electronic equipment not funded by CDBG required to operate the Training room as an EOC and information studio.
   o. Item 182 - $29,860.00 (not funded by CDBG) provides interior walls, door access control, and door view windows on the 3rd floor of City Hall.
   p. Item 1823 - $531,877.00 (not funded by CDBG) provides for new restroom facilities in City Hall on the 1st and 3rd floors.

B. Construction LTD has submitted a proposal for these changes in the amount of $950,434.03.

C. $572,140.00 (60% of the proposal) is included in this proposal for construction of restrooms in City Hall.

D. $378,294.03 (40% of this proposal) is included for asbestos abatement in the demolition process and added scope to the New Fire Station #1.

E. Construction LTD is requesting an additional 217 calendar days to complete this phase of the work.

III. Issues

The contract for construction of the Fire Station is being utilized to construct restrooms in City Hall and construct a public plaza on the west side of City Hall in the location of the now demolish City Hall Annex. All of the work is time sensitive and must be complete by the end of 2020.
We anticipate a future change order to provide for the completion of the public area west of City Hall. That work will have 3 separate funding sources including a grant from the Moody Foundation, CDBG, and Recovery and Capital Reserves.

IV. Alternatives in order of priority

A. Approve Change Order #5 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by $950,434.03 (9.88%) from the amount of $10,040,956.00 to the amount of $10,991,390.03 and extending the contract term by 217 days.
B. Do not approve the change order.

V. Recommendation

Approve Change Order #5 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by $950,434.03 (9.88%) from the amount of $10,040,956.00 to the amount of $10,991,390.03 and extending the contract term by 217 days.

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source: CDBG DR Non-Housing Round 2.2

Construction Cost	$	10,419,250.03	(increase of $378,294.03)
Inspection	$	395,396.00	
Infrastructure			
Construction	$	821,607.00	(increase of $572,140.00)
Inspection	$	5,000.00	
Total Cost of Implementation	$	11,391,786.03	

Respectfully Submitted,

J. Dudley Anderson, Building Program Manager

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer: O'Malley Strand Associates, Inc. 203 South Jackson Brehnam, TX 77833 Phone No.: (979) 836-7937	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77553 Phone No.: (409) 797-3520	Contractor: Construction LTD 1825 Upland Houston, TX 77043 Phone No.: (713) 984-9444 Agreement Date: 11/20/17
Date: 1/10/2020 Project Code No.: P21562A-10 Bid Package No.: 9659_BID1	Contract For (Project Description): Fire Station No. 1 New Site Construction and Fire Station No. 1 Existing Site Demolition/Clearance/Reuse	GLO Contract No.: 15-081-000-8748 Change Order No.: 05

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
05	General Conditions		$35,917.03
17	Erosion Control		$5,586.00
19	Asbestos Abatement		$96,775.00
71	Int. Architect. Millwork		$2,022.00
73	Insulation		$12,214.00
90	Wood Doors		$2,594.00
96	Alum. Entr. Glass & Glazing		$11,509.00
99	Drywall-Material		$14,151.00
108	Graphics & Signage		$1,631.00
132	Domestic Water-Mat.		$5,905.00
146	HVAC Equipment Mat.		$83,127.00

150	HVAC Ductwork Mat.		$842.00
168	Building Lighting-Mat.		$4,017.00
175	Structured Cabling		$102,004.00
175A	Structured Cabling (non CDBG qualifying costs)		$10,403.00*
182	C O #5 - C H 3rd Floor Buildback - 1c (non CDBG qualifying cost)		$29,860.00*
183	C O #5 - C H Restrooms - Phase 2 (non CDBG qualifying cost)		$531,877.00*

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$9,621,500.00	Original Contract Time:	470 days
Previous Change Order(s): No. 01 to No. 04	$419,456.00	Net Change From Previous Change Orders:	217 days
Contract Price Prior to this Change Order:	$10,040,956.00	Contract Time Prior to this Change Order:	687 days
Net Increase of this Change Order:	$950,434.03	Net Increase of this Change Order:	217 days
Contract Price With all Approved Change Orders:	$10,991,390.03	Contract Time With all Change Orders:	904 days
Cumulative Percent Change in Contract Price (+/-):	14.24%	Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 20
Construction Contract Start Date: (mm/dd/yy)	01 / 02 / 18	Construction Contract End Date: (mm/dd/yy)	06 / 24 / 20

Reimbursements of costs included in this change order are subject to review by the GLO-DR program. A portion of this change order will be City of Galveston funded and will not be requested for reimbursement.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
O'MALLEY STRAND	CITY OF GALVESTON	CONSTRUCTION LTD
Date: 1/10/2020	Date: _____	Date: 1/13/2020

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change
   If there is a change, how many beneficiaries will be affected? Total ____ L/M ____
2. Effect of this change on scope of work: ☒ Increase ☐ Decrease ☐ No Change
3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☒ No
   If "No", explain: Original bid did not include unit prices. The pricing provided is competitive.
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☒ No
   If "Yes", is an Environmental Re-assessment required?
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable) ☐ Yes ☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only) ☐ Yes ☐ No
8. Are the handicapped access requirements/approval still valid? (if applicable) ☒ Yes ☐ No
9. Are other Disaster Recovery contractual special condition clearance still valid? ☐ Yes ☐ No
   (If no, specify):

NOTE: *Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

STRAND ASSOCIATES®

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979-836-7937

January 10, 2020

Mr. Dudley Anderson
City of Galveston
2514 Sealy Avenue
Galveston, TX 77550

Re: Fire Station No. 1 New Site Construction and Existing Site Demolition
General Land Office (GLO) Contract No. 15-081-000-8748
City of Galveston, Texas (City)

Dear Dudley,

Enclosed is the Texas GLO Construction Contract Change Order Request Form for proposed Change Order No. 5. The request form lists proposed Change Order No. 5 items and their increases in Contract price. Proposed Change Order No. 5 results in an increase to the Contract. The original Contract amount was $9,621,500. The Contract amount before Change Order No. 5 was $10,040,956. The Contract price with proposed Change Order No. 5 is $10,991,390.03, resulting in a net increase of $950,434.03. The proposed Change Order No. 5 has been reviewed and it is recommended the City approve this proposed change order.

Please call me at (979) 836-7937 with any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Ryan D. Tinsley, P.E., ENV SP

Enclosures

DEG:cdj\S:\BRE\4200--4299\4295\001\PDF\Construction\Change Order\5\Revised\Change Order No. 5 Recommendation Letter.docx

CHANGE ORDER 05 DOCUMENTATION LOG

PROJECT: Galveston Fire Station No. 1
PROJECT NO.: 215175.00
CONTRACTOR: Construction LTD
PRINT DATE: 01/10/20

BROWN REYNOLDS WATFORD ARCHITECTS BRW

PROPOSAL REQUEST		PROPOSAL		DESCRIPTION	ADDITIONAL DAYS REQUESTED	ADDITIONAL DAYS APPROVED	PROPOSED CHANGE AMOUNT	REMARKS
NO.	DATE	NO.	DATE					
n/a		n/a	11/19/18	Time delay at beginning of project	41	41	$20,228.03	05 General Conditions
PR 31	08/20/19	31	08/26/19	Install in-line lint trap in Laundry Room 335	3	3	$842.00	150 HVAC Ductwork Mat.
PR 33-R1	11/20/19	33-R1	12/02/19	Install four (4) accessible route signs	0	0	$1,631.00	108 Graphics & Signage
PR 34	09/05/19	34	10/17/19	Install gyp board ceilings in stairs and elevator machine room	3	3	$14,151.00	99 Drywall-Material
PR 35	09/19/19	35	09/26/19	Add light fixtures in elevator shaft	3	3	$4,017.00	168 Building Lighting-Mat.
PR 36	09/19/19	36	10/08/19	Relocate truck fill valves/install adapters	0	0	$5,905.00	132 Domestic Water-Mat.
PR 37	09/19/19	37	09/28/19	Add insulation over 3rd floor ceiling	3	3	$12,214.00	73 Insulation
PR 38	09/19/19	38	10/07/19	Upgrade type F1/F2 windows to insulated glass	0	0	$11,509.00	96 Alum. Entr. Glass & Glazing
PR 39-R1	11/20/19	39-R1	01/07/20	Extend reception desk in Reception 303	0	0	$2,022.00	71 Int. Architect. Millwork
PR 41	11/20/19	41	10/23/19	Install louvers in pantry doors	0	0	$2,594.00	90 Wood Doors
PR 42-R1	11/20/19	42-R1	11/05/19	Add security fence/gates along west property line	5	5	$5,586.00	17 Erosion Control
PR 43	11/14/19	43-R1	12/24/19	Add dehumidifiers to attic area	60	60	$83,127.00	146 HVAC Equipment Mat.
n/a		n/a	12/11/19	A/V changes to Training Room for EOC functions	15	15	$102,004.00	175 Structured Cabling
n/a		n/a	12/11/19	A/V changes to Training Room for EOC functions (non CDBG qualifying costs)	3	3	$10,403.00	175 Structured Cabling
Directive 01	12/10/19	n/a	12/05/19	Additional asbestos abatement for annex demolition	15	15	$96,775.00	19 Asbestos Abatement
n/a		n/a	11/16/19	Temporary accessible ramp during annex demolition	6	6	$15,689.00	05 General Conditions
n/a		n/a	10/19/19	City Hall Restroom Renovations Phase 1C (non CDBG qualifying costs)	60	60	$29,860.00	182 C O #5 - C H 3rd Flr Buildback - 1c
n/a		n/a	11/16/19	City Hall Restroom Renovations Phase 2 (non CDBG qualifying costs)	0	0	$531,877.00	183 C O #5 - C H Restrooms - Phase 2
				Totals:		217	$950,434.03	

CB 1/13/20

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

January 15, 2020

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

From: J. Dudley Anderson, Building Program Manager

Re: Consider approval of Change Order #1 to the contract with Preload, LLC, for the New 7.5 MG Ground Storage Tank at 59th Street project increasing the contract by $125,044.32 from the amount of $5,374,800.00 to the amount of $5,499,844.32 (2.3% increase to the original contract), and extending the contract term by 110 days. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for $1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
B. The amended state plan allocates $1.032 billion to the Houston-Galveston Area Council region.
C. The construction of a new 7.5 million gallon (MG) ground storage tank (GST) at the 59th Street Pump Station complex was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
D. The General Land Office approved Dannenbaum Engineering Corporation to provide engineering design services for the New 7.5 MG Ground Storage Tank at 59th Street project.
E. A contract for construction was executed with Preload, LLC for construction of the New 7.5 MG Ground Storage Tank at 59th Street October 4, 2018.

II. Current Situation

A. Construction of the new Ground Storage Tank is 91% complete. There are several items (driveway extension, sidewalk, and lighting) included in this change order that will enhance future operations and security at the site.
B. Dannenbaum Engineering (design engineer) has recommended approval of this request.

III. Issues

The work of this change order is necessary to achieve the originally intended outcome of the project.

IV. Alternatives in order of priority

A. Approve Change Order #1 to the contract with Preload, LLC, for the New 7.5 MG Ground Storage Tank at 59th Street project increasing the contract by $125,044.32 from the amount of $5,374,800.00 to the amount of $5,499,844.32 (2.3% increase to the original contract), and extending the contract term by 110 days.
B. Do not approve the contract.

V. Recommendation

Approve Change Order #1 to the contract with Preload, LLC, for the New 7.5 MG Ground Storage Tank at 59th Street project increasing the contract by $125,044.32 from the amount of $5,374,800.00 to the amount of $5,499,844.32 (2.3% increase to the original contract), and extending the contract term by 110 days.

VI. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	$5,499,844.32 (increase of $125,044.32)
Construction Administration	$ 366,824.00
Total Cost of Implementation	$ 5,866,668.32

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Dannenbaum Engineering 3100 West Alabama Houston, Texas 77098 Phone No.: 713.520.9570	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Preload, LLC 4000 Tower Road Louisville, KY 40219 Phone No.: 631-231-8100 Agreement Date: 10/04/2018
Date: 01/08/2020 Project Code No.: P21560-1a Bid Package No.: 177247_BID3	Contract For (Project Description): New 7.5 MG GST at 59th Street	GLO Contract No.: 15-081-000-8748/DRS220051 Change Order No.: 1

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
CO1-1	Contract Time Extension (110 days)		
CO1-2	GLO Dedication Plaque		$ 4,087.00
CO1-3	Coating Substitution	$100,000.00	
CO1-4	Additional Scope (Driveway extension, sidewalk & lighting)		$220,957.32
	Total	$100,000.00	$225,044.32
	Grand Total		$125,044.32

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$5,374,800.00	Original Contract Time:	395 days
Previous Change Order(s): No. 1 to No. 1	$ 0.00	Net Change From Previous Change Orders:	0 days
Contract Price Prior to this Change Order:	$5,374,800.00	Contract Time Prior to this Change Order:	395 days
Net Increase/~~Decrease~~ of this Change Order:	$ 125,044.32	Net Increase/~~Decrease~~ of this Change Order:	170 days
Contract Price With all Approved Change Orders:	$5,499,844.32	Contract Time With all Change Orders:	425 days
Cumulative Percent Change in Contract Price (+/-):	+2.3%	Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 20
Construction Contract Start Date: (mm/dd/yy)	10 / 18 / 18	Construction Contract End Date: (mm/dd/yy)	05 / 05 / 20

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

***This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:	APPROVED:	ACCEPTED:
By: Tyson Arnold	By:	By:
DANNENBAUM ENGINEERING	CITY OF GALVESTON	PRELOAD, LLC
Date: 01/08/2020	Date:	Date: 1/15/2020

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change

   If there is a change, how many beneficiaries will be affected? Total ____ L/M ____

2. Effect of this change on scope of work: ☒ Increase ☐ Decrease ☐ No Change
3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☒ No

   If "No", explain: The contract is unit price; however, the item covering this work is a Lump Sum. The pricing provided is competitive.

5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☒ No

   If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable) ☒ Yes ☐ N/A
7. Is the TCEQ permit approval still valid? (sewer projects only) ☐ Yes ☒ N/A
8. Are the handicapped access requirements/approval still valid? (if applicable) ☒ Yes ☐ No
9. Are other Disaster Recovery contractual special condition clearance still valid? ☒ Yes ☐ No

   (If no, specify):

NOTE:* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

DANNENBAUM ENGINEERING CORPORATION
3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING EXCELLENCE SINCE 1945

January 8, 2020

Ms. Trina Jankowski
City of Galveston
823 Rosenberg, Room 205
Galveston, TX 77553

RE: City of Galveston
New 7.5 MG GST at 59th Street
Change Order No. 1 Recommendation

Dear Ms. Jankowski,

Change Order No. 1 consists of multiple Proposed Change Orders (PCO's) and a time extension request.

A time extension to the contract duration is necessary due to various delays to construction activities caused by weather. Dannenbaum feels the time extension is justified, and therefore recommends approval of a change order to increase the contract duration by 110 calendar days due to weather. Dannenbaum's recommendation is not to be construed as justification or support for future indirect costs as a result of the delays.

PCO No. 3 is a credit to the contract due to a coating substitution at the contractor's request. The request results in a credit of $100,000.00 and no change to the contract duration. Dannenbaum feels the request is justified, and therefore recommends approval of the request.

PCO No. 5 is a request for additional money to procure and install the GLO dedication plaque. The request is for $4,087.00 and no additional time. Dannenbaum feels the request is justified, and therefore recommends approval of a change order for the additional money.

PCO No. 6 is a request for additional time and money for scope added to the contract at the request of the City of Galveston to improve safety and access to the site facilities. The scope includes additional site paving, a sidewalk and light poles with associated power cabling. The request is for $220,957.32 and 60 additional calendar days. Dannenbaum feels the request is justified, and therefore recommends approval of a change order for the additional time and money.

In summary, Change Order No. 1 includes PCO No. 3, 5 and 6 and a request for additional time. The associated work is necessary to achieve the originally intended outcome of this Project. Dannenbaum feels the associated costs are competitive and therefore recommends approval of this Change Order in the amount of $125,044.32, for the new Construction Contract total of $5,499,844.32 which is a 2.3% increase. The new Construction Contract End Date is May 5, 2020.

Please don't hesitate to contact me with any questions or comments at 713-527-6325.

Sincerely,

Tyson Arnold

Tyson Arnold, PE
Associate – Public Works Department
Dannenbaum Engineering Corporation

CC: Jimmy Hamilton – City of Galveston
Tim Halloran – Preload, LLC
Kristin Johnson, Preload, LLC

Attachments: Change Order No. 1
PCO No. 3 – Coating Substitution
PCO No. 5 – GLO Dedication Plaque
PCO No. 6 – Miscellaneous Site Improvements

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

January 15, 2020

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

From: J Dudley Anderson., Building Program Manger

RE: Consider approval of Change Order #02 with Lucas Construction Company, Inc., for the 27th Street Improvements from Avenue O to Seawall Boulevard (Phase II) project (RFP #19-12) increasing the contract by $48,939.00 from the amount of $1,358,713.00 to the amount of $1,407,652.00 (a cumulative increase of 3.71% from the original contract sum). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The City completed Phase I of the 27th Street Improvement from Broadway to Avenue O, providing for a walkable streetscape, traffic calming, and improving connectivity to the various public destinations in the area.
B. This project is to continue the improvements through Phase II from Avenue O to Seawall Boulevard.
C. The proposed median on Seawall Boulevard will provide greater pedestrian safety and enhanced aesthetics. This portion of the project has preliminary approval from the Corps of Engineers and the City awaits the formal approval notice via Galveston County.
D. A contract was executed May 21, 2019 with Lucas Construction Company, Inc., for the 27th Street Improvements from Avenue O to Seawall Boulevard (Phase II) project in the amount of $1,357,293.00 for the base bid plus the additive alternate.
E. Change Order #1 was executed November 11, 2019 for an increase of the contract in the amount of $1,420.00.

II. Current Situation

A. Construction of the project is underway. Reinforced concrete is required to support the brick paver crosswalks but was not included in the bid process. This change order provides that item. Certain other bid form items are removed from this contract to offset the cost of the crosswalk support structure.
B. Lucas Construction Company, Inc. has submitted a proposal for these changes in the amount of $48,939.00.
C. City Staff has reviewed the proposal and recommends approval of this change order.

III. Impact or ramifications:

The project is part of the City's continued efforts to improve the walkability and streetscapes throughout Galveston.

IV. Alternatives in order of priority

A. Approve Change Order #02 with Lucas Construction Company, Inc., for the 27th Street Improvements from Avenue O to Seawall Boulevard (Phase II) project (RFP #19-12)

increasing the contract by $48,939.00 from the amount of $1,358,713.00 to the amount of $1,407,652.00 (a cumulative increase of 3.71% from the original contract sum).

B. Do not approve the request.

V. Recommendation

Approve Change Order #02 with Lucas Construction Company, Inc., for the 27th Street Improvements from Avenue O to Seawall Boulevard (Phase II) project (RFP #19-12) increasing the contract by $48,939.00 from the amount of $1,358,713.00 to the amount of $1,407,652.00 (a cumulative increase of 3.71% from the original contract sum).

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source:	IDC Infrastructure Silo			
	Construction	$	1,365,652.00	(increase $50,359.00)
	Contingency	$	85,641.00	(decrease $50,359.00)
	Inspection	$	27,150.00	
	Materials Testing (est.)	$	30,000.00	
	District 2 Neighborhood Funds			
	Construction	$	42,000.00	
Cost of implementation:		**$**	**1,550,443.00**	(unchanged)

Respectfully Submitted,

J. Dudley Anderson.
Building Program Manager

City of Galveston

27th Street Improvements Phase II

Construction Contract Change Order Number 2

Engineer:	Owner:	Contractor:
City of Galveston 823 Rosenberg, Rm 402 Galveston, Texas 77550 Phone No.: 409.797.3644	City of Galveston 823 Rosenber Galveston, Texas 77550 Phone No.: 409.797.3630	Lucas Construction Company 551 W. League City Parkway League City, Texas 77573 Phone No.:281.316.9990 NTP Date:06/24/2019

Change in Contract Price	Change in Contract Time (Calendar Days)
Original Contract Price: $1,357,293.00	Original Contract Time:560 days
Previous Change Order(s): No. 1 to No.1 $ 1,420.00	Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: $1,358,713.00	Contract Time Prior to this Change Order:560 days
Net Increase/~~Decrease~~ of this Change Order: $ 48,939.00	Net Increase/Decrease of this Change Order: 0days
Contract Price With all Approved Change Orders: $1,407,652.00	Contract Time With all Change Orders:560 days
Cumulative Percent Change in Contract Price (+/-): 3.71%	Construction Contract End Date: (mm/dd/yy) 01/04/2021

CONSTRUCTION RECOMMENDED:	OWNER APPROVED:	CONTRACTOR ACCEPTED:
By: J. D. Anderson	By: _____	By: Jimmy McGinnis
BUILDING PROGRAM MANAGER	CITY OF GALVESTON	LUCAS CONSTRUCTION
Date: 1/14/2020	Date: _____	Date: 1/14/2020

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.

27th Street Improvements Phase II
Change Order #2

Item No.	Description	Unit Rate	Bid Quantity	Unit of Measure	Original Scheduled Value	Revised Bid Quantity	Revised Scheduled Value
4	Paver Field	$ 10.00	4051	SF	$ 40,510.00	0	$ -
18	Reinforced Concrete for Crosswalks	$ 23.00	824	SF	$ 18,952.00	4827	$ 111,021.00
37	Concrete Steppers	$ 400.00	38	EA	$ 15,200.00	0	$ -
CO2-2	Box Culvert NW Corner P 1/2 (CIP)	$ 185.00	34	LF	$ -	34	$ 6,290.00
CO2-3	Box Culvert NE Corner P 1/2 (CIP)	$ 185.00	34	LF	$ -	34	$ 6,290.00

Item No.	Description	Decrease in Contract Price	Increase in Contract Price
CO2-1	Reinforced Concrete for Crosswalks	$ -	$ 92,069.00
CO2-2	Box Culvert NW Corner P 1/2 (CIP)	$ -	$ 6,290.00
CO2-3	Box Culvert NE Corner P 1/2 (CIP)	$ -	$ 6,290.00
CO2-4	Paver Field	$ (40,510.00)	$ -
CO2-5	Concrete Steppers	$ (15,200.00)	$ -
	TOTAL	**$ (55,710.00)**	**$ 104,649.00**
	TOTAL CHANGE REQUEST		**$ 48,939.00**

LUCAS
CONSTRUCTION CO INC.

January 2nd, 2019

Attention: City of Galveston Project Team,

In response to the answer to RFI 18 on the 27th Street Improvements Phase II project, Lucas Construction Company, Inc. proposes to provide labor, materials, equipment, layout, supervision and insurance in order to install the following additional work:

34 LF of cast in place box culvert at the NW corner of P ½ @ $185.00/LF	$6,290.00
34 LF of cast in place box culvert at the NE corner of P ½ @ $185.00/LF	$6,290.00

These additional box culverts are to be installed as described in the clarification drawing provided in RFI 02 and includes 8" of stabilized sand beneath the box culverts the same width as the box culvert floor.

This work excludes permitting, engineering, testing, any well pointing that might be required, and any utility relocates that may be necessary.

We appreciate the opportunity to offer this proposal to you. Please feel free to call me at 832-671-2374 or Willis Lucas at 281-316-9990 with any questions or concerns.

Thanks,

Jimmy McGinnis

Project Manager

Lucas Construction

551 League City Parkway, Suite C • League City, TX 77573 • (281) 316-9990 • Fax (281) 316-6087

REQUEST FOR INFORMATION

1. RFI No.: 19

2. Project Name: **27th Street Improvements Phase II**

3. Contractor: **Lucas Construction Company, Inc.**

4. Specification No.: N/A

5. Drawing No.: 2

6. Response Code: (_) CRITICAL (X) ROUTINE

7. Date Response Required: **12/16/2019**

8. Information Required:

The plans call to install a concrete base under crosswalk pavers when there is no road base present after the demolition is completed. There has not been any road base present in any of the crosswalk pavers we have installed thus far. The bid item for the concrete base has a quantity of 824 square feet, and the bid item for the crosswalk pavers has a quantity of 4,827. At this rate, we will need an additional 4,003 square feet of concrete base in the bid item. Please advise.

9. Contractor Signature — Project Manager (Title) — 12/9/2019 (Date)

10. RESPONSE: City of Galveston - provide the concrete base.

11. Project Manager Signature — 1/15/2020 (Date)

12. **If Contractor believes the response given in Item 10 requires an adjustment in Contract Price or Contract Time, Contractor shall submit a timely proposal so as not to delay Contractor's Work.**

END OF DOCUMENT

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

January 15, 2020

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

From: J. Dudley Anderson
Building Program Manager

Re: Consider for approval of Change Order No. 3 to the contract with LEM Construction Co., Inc., for the Airport Wastewater Treatment Plant Improvements project, increasing the contract by $129,633.20 from the amount of $7,073,677.09 to a new total amount of $7,203,310.29. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. Hurricane Ike caused substantial damage to the Airport Wastewater Treatment Plant located at 7816 Mustang Drive in Galveston. Approximately 8 feet of water from the hurricane submerged much of the property and destroyed pumps, switches and control rooms throughout the plant.
B. FEMA approved a Project Worksheet in the amount of $1,185,785 to help the City restore the plant to its original function.
C. The facility, though operating, has continued to deteriorate since the hurricane struck in September 2008. City officials determined that Community Development Block Grant disaster recovery funds would be needed to supplement the FEMA funding. City Council agreed in November 2015 to dedicate $4,908,567 in CDBG-DR funds Disaster Recovery Non-Housing Round 2.2 for this purpose.
D. The General Land Office approved LAN, Inc.to provide engineering design services for the Airport Wastewater Treatment Plant Improvements project, with the City contracting with LAN, Inc. for the FEMA portion of the project.
E. The City Council subsequently awarded a contract with LEM Construction Co., Inc. in the amount of $6,792,200.00 on May 24, 2018 for the construction of this project.
F. Change Order #01 and 02 increased the contract amount 281,477.09.

II. Current Situation

A. The project is approximately 97% complete and is scheduled to be complete in February 2020.
B. The net increase of this change order is $129,633.20.
C. There are 7 items identified and recommended by City staff in this change order.
   a. Item 249 - provides for the removal of dirt from the project site. (reduction in previous estimate)
   b. Item 250 – provides for removal of certain underground piping from the site. (reduction in previous estimate)
   c. Item 254 –provides for reuse of a 36" influent line rather than replacement with a new 18" line. (reduction in previous estimate)
   d. Item 321 – provides for cleanup of lift station after station overflows.

e. Item 322 - provides for cleanup required from rains after tropical storm Imelda of 58 CY grit
f. Item 323 p provides for a 10" RAS plug valve.
g. Item 324 Provides for replacement of deteriorated electric cable tray covers.

D. LAN has recommended approval of this request.

III. Alternatives in order of priority

A. Approve Change Order No. 3 to the contract with LEM Construction Co., Inc., for the Airport Wastewater Treatment Plant Improvements project, increasing the contract by $129,633.20 from the amount of $7,073,677.09 to a new total amount of $7,203,310.29.

B. Do not approve the request.

IV. Recommendation

Approve Change Order No. 3 to the contract with LEM Construction Co., Inc., for the Airport Wastewater Treatment Plant Improvements project, increasing the contract by $129,633.20 from the amount of $7,073,677.09 to a new total amount of $7,203,310.29.

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source:	FEMA Project Worksheet 14803 (SW-159)		
	Construction	$ 835,712.70	(capped)
	Administration	$ 21,365.00	
	CDBG DR Non-Housing Round 2.2		
	Construction	$ 5,319,677.29	($129,633.20 increase)
	Administration	$ 222,327.00	
	Sewer Bonds		
	Construction	$ 1,047,920.30	
	Administration	$ 20,960.00	
Total Cost of Implementation		$ 7,467,961.79	

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer:	Owner (Contractor Locality):	Contractor:
Lockwood, Andrews & Newnam, Inc. 2925 Briarpark Drive, Ste 400 Houston, Texas 77042 Phone No.: 713-266-6900	City of Galveston P.O. Box 779 823 Rosenberg, Rm 205 Galveston, Texas 77553 Phone No.: 409-797-3630	LEM Construction Co, Inc. 10849 Kinghurst, Suite 150 Houston, TX 77099 Phone No.: 281-495-9550 Agreement Date: 6/20/2018
Date: 01/13/2020 Project Code No.: P21561A-1b Bid Package No.: 9748-1_BID1	Contract For (Project Description): Airport Wastewater Treatment Plant Improvements	GLO Contract No.: Change Order No.: 3

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
249	Dirt Disposal	$5,000.00	
250	Underground Piping Demo	$8,000.00	
254	Leave 36-inch influent line instead of replacing with 18-inch	$6,612.47	
321	Lift Station cleanup after two existing lift station overflows		$5,484.50
322	Imelda cleanup including 58 CY of grit removal & basin clean out		$12,049.41
323	Provide & install 2 – 10-inch RAS plug valves		$13,491.08
324	Replace WWTP cable tray top and bottom covers with new fiberglass covers		$118,220.68

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$6,792,200.00	Original Contract Time:	570 days
Previous Change Order(s): No. 1 to No. 2	$281,477.09	Net Change from Previous Change Orders:	(37) days
Contract Price Prior to this Change Order:	$7,073,677.09	Contract Time Prior to this Change Order:	533 days
Net Increase/Decrease of this Change Order:	$129,633.20	Net Increase/Decrease of this Change Order: days	98
Contract Price With all Approved Change Orders:	$7,203,310.29	Contract Time With all Change Orders:	631 days
Cumulative Percent Change in Contract Price (+/-):	+6.05 %	Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 2020
Construction Contract Start Date: (mm/dd/yy)	7/13/2018	Construction Contract End Date: (mm/dd/yy)	04/4/2020

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:	**APPROVED**:	**ACCEPTED**:
By: William E. Schlafer	By: _____	By: Steve W. Castle
ENGINEER	OWNER	CONTRACTOR
William E. Schlafer, P.E.	Daniel J. Buckley	Steve Castle
Date: 1/12/2020	Date: _____	Date: 1/12/2020

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change

   If there is a change, how many beneficiaries will be affected? Total ____ L/M ____

2. Effect of this change on scope of work: ☒ Increase ☐ Decrease ☐ No Change
3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☒ No

   If "No", explain:
   Item 249, 250, and 254 are existing unit price items from the contract. The contractor provided proposals for Item Numbers 322, 323 and 324. These item costs were evaluated and found to be competitive compared to similar work items on comparable type projects.

5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☒ No

   If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable) ☒ Yes ☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only) ☒ Yes ☐ No
8. Are the handicapped access requirements/approval still valid? (if applicable) ☒ Yes ☐ No
9. Are other Disaster Recovery contractual special condition clearance still valid? ☒ Yes ☐ No

   (If no, specify):

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

January 12, 2020

Mr. Dudley Anderson
Building Program Manager
City of Galveston
Public Works Department
823 Rosenberg
Galveston, Texas 77550

Reference: Recommendation Letter – Change Order #03
Airport Wastewater Treatment Plant Improvements Project
City of Galveston, Texas

Dear Dudley:

Attached is Change Order #03 from LEM Construction Company, Inc. for the City of Galveston (City) Airport Wastewater Treatment Plant (WWTP) Improvements Project. The proposed changes increase construction cost $129,633.20 and does not impact the contract time.

Lockwood, Andrews & Newnam, Inc. (LAN) has reviewed the change order and recommends the City approve this request. If you have any questions or need additional information, please contact us.

Sincerely,

William E. Schlafer

William E. (Bill) Schlafer, P.E.
Senior Project Manager

Attachment

Cc: Trina Jankowski, City of Galveston

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

January 15, 2020

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

From: J. Dudley Anderson, Building Program Manager

RE: Consider for approval Change Order No. 4 to the contract with Main Lane Industries, Ltd., for the 45th Street Improvements from Broadway to Seawall Boulevard project, increasing the contract by $147,051.53 (1.63%) from the amount of $10,379,271.80 to a new total amount of $10,526,323.33. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The design and reconstruction of 45th Street was included in the City of Galveston Capital Improvement Plan.
B. This project includes rebuilding the roadway, installing larger inlets and lateral storm sewer system components to improve drainage, and replacement of aged water and sewer lines. Also included in the design are sidewalks and ADA ramps, bicycle and parking lanes.
C. On 25 May 2017, the City Council approved Arceneaux, Wilson, and Cole, LLC. to perform engineering design for the 45th Street Improvements from Broadway to Seawall Boulevard project.
D. The City Council awarded a contract with Main Lane Industries, Ltd. in the amount of $8,994,097.00 on 13 December 2018 for the construction of this project.
E. The contract was increased by $854,026.00 (9.5%) to the amount of $9,848,123.00 in Change Order No. 1 on 28 February 2019. This change provided the rebuild of 45th as concrete paving instead of asphalt.
F. The contract was increased by $172,130.00 (1.91%) to the amount of $10,020,253.00 in Change Order No. 2 on 16 July 2019. This change increased the size of the water line from 8" to 12" on certain portions of 45th Street.
G. The contract was increased by $359,018.80 (3.99%) to the amount of $10,379,271.80 in Change Order No. 3 on October 8, 2019. This change increased the capacity of the underground storm sewer system from Avenue K to Avenue N to improve drainage and avoid the probability of replacing the existing line at a higher cost later. The cumulative cost of change orders through CO#3 were 15.4%.

II. Current Situation

A. The original design of this project was revised in Change Order #3 to include additional underground storm sewer systems. The additional work in this change proposal (#4) is the result of completing the design of that system south of Avenue N and revising the type of storm sewer inlets utilized in the project.
B. This change order also includes some additional sanitary sewer line replacement/
C. Using the unit prices from their bid, Main Lane has submitted a proposal in the amount of $147,051.53 to complete this additional work.

D. Approval of this change proposal will increase the cumulative cost of the construction contract 17.04%.
E. AWC (design engineer) has recommended approval of this request

III. Impact or ramifications:

The proposal will complete construction of the storm sewer system from Broadway to Seawall on 45th Street.

IV. Alternatives in order of priority

A. Approve Change Order No. 4 to the contract with Main Lane Industries, Ltd., for the 45th Street Improvements from Broadway to Seawall Boulevard project, increasing the contract by $147,051.53 (1.63%) from the amount of $10,379,271.80 to a new total amount of $10,526,323.33.
B. Do not approve the request.

V. Recommendation

Approve Change Order No. 4 to the contract with Main Lane Industries, Ltd., for the 45th Street Improvements from Broadway to Seawall Boulevard project, increasing the contract by $147,051.53 (1.63%) from the amount of $10,379,271.80 to a new total amount of $10,526,323.33.

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source:

General Obligation Bonds			
Construction	$	7,411,104.53	(increase of $147,051.53)
Contingency	$	0	
Inspection	$	130,000.00	
Materials Testing (est.)	$	60,000.00	
Water / Sewer Bonds			
Construction	$	2,757,700.00	
Contingency	$	60,000.00	
Inspection	$	12,000.00	

Cost of implementation: $ 10,800,323.33

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

City of Galveston

45th Street Improvements (Broadway – Seawall)

Construction Contract Change Order Number 4

Consultant:	Owner:	Contractor:
Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive, Suite 320 Port Arthur, Texas 77642 Phone No.: 409.724.7888	City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Main Lane Industries, Ltd. 14115 Luthe Rd., Suite 100 Houston, TX 77039 Phone No.: 713.896.3141 NTP Date: 2/25/19

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$ 8,994,097.00	Original Contract Time:	365 days
Previous Change Order(s): No. 1 to No. 3	$ 1,385,174.80	Net Change From Previous Change Orders:	276 days
Contract Price Prior to this Change Order:	$ 10,379,271.80	Contract Time Prior to this Change Order:	641 days
Net Increase/~~Decrease~~ of this Change Order:	$ 147,051.53	Net ~~Increase/Decrease~~ of this Change Order:	0 days
Contract Price With all Approved Change Orders:	$ 10,526,323.33	Contract Time With all Change Orders:	641 days
Cumulative Percent Change in Contract Price (+/-):	+ 17.04%	Construction Contract End Date: (mm/dd/yy)	11/27/20

RECOMMENDED:	APPROVED:	ACCEPTED:
By: [signature]	By: _____	By: [signature]
ARCENEAUX WILSON & COLE	CITY OF GALVESTON	MAIN LANE INDUSTRIES
Date: 01/13/2020	Date: _____	Date: 1/14/2020

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.

ARCENEAUX WILSON & COLE
engineering | surveying | planning

January 10, 2020

Mr. Dudley Anderson
City of Galveston
823 Rosenburg
Room 205
Galveston, Texas 77550

RE: **45th Street Improvements from Broadway to Seawall**
CHANGE ORDER NO. 4, AWC Job No. COG-150

Dear Mr. Anderson:

Arceneaux Wilson & Cole, LLC has reviewed the Change Order No. 4 for the 45th Street Improvements from Broadway to Seawall project and recommends approval of the construction contract changes. We provide the following explanations for the proposed changes to the contract scope and associated cost.

Regarding this Change Order time and cost, the overall result for this change order is to increase the contract amount by $147,051.53. These costs include the following changes in quantities:

- Bid Item 36 – Add 1 EA ~ Type C Storm Sewer Manhole @ $3,000.00/EA ($3,000.00)
- Bid Item 37 – Add 6 LF ~ 18" RCP @ $200.00/LF ($1,200.00)
- Bid Item 38 – Add 157 LF ~ 15" RCP @ $180.00/LF ($28,260.00)
- Bid Item 39 – Remove 81 EA ~ Type B Modified Inlet @ $2,500.00/EA (-$202,500.00)
- Bid Item 40 – Add 1 EA ~ Conflict Structures @ $7,000.00/EA ($7,000.00)
- Bid Item 41 – Add 2 EA ~ Storm Sewer Junction Box @ $10,000.00/EA ($20,000.00)
- Bid Item 117 – Add 72 EA ~ Type C Modified Inlet @ $3,000/EA ($216,000.00)
- New Bid Item – Add 1 LS ~ Extra Sanitary Sewer Work @ $17,391.53/LS ($17,391.53)
- New Bid Item – Add 126 LF ~ 3'x3' RCB @ $450/LF ($56,700.00)

I have attached Change Order No. 4 which modifies the contract to reflect this change for your consideration and action. Should you have any questions or require additional information, please contact our office.

Very truly yours,
Arceneaux Wilson & Cole LLC
TEXAS REGISTERED ENGINEERING FIRM F-16194

Marc Ochoa, P.E.
Senior Project Manager

409.724.7888
2901 Turtle Creek Dr., Suite 320
Port Arthur, TX 77642
awceng.com

Engineering F-16194 **Surveying** 10194049

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

January 15, 2020

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

From: J. Dudley Anderson, Building Program Manager

Re: Consider for approval Change Order No. 3 to the contract with Alamo Environmental Inc. dba Alamo1, for the City of Galveston Incinerator Demolition and Concrete Cap Construction project, **decreasing** the contract by $81,541.01 from the amount of $4,404,163.08 to a new total amount of $4,322,622.07 and adding 15 days to the contract time. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for $1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
B. The amended state plan allocates $1.032 billion to the Houston-Galveston Area Council region.
C. The demolition and remediation of the City of Galveston incinerator was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
D. The General Land Office approved AECOM to provide environmental and engineering design services for the City of Galveston Incinerator Demolition and Concrete Cap Construction project.
E. The City Council awarded a contract with Alamo Environmental Inc. dba Alamo1, in the amount of $4,313,876 on 13 September 2018 for the construction of this project.
F. The contract was subsequently decreased by $181,689.75 in Change Order No. 1 to the new amount of $4,495,565.75 on 28 February 2019.
G. The contract was subsequently decreased by $91,402.67 in Change Order No. 2 to the new amount of $4,404,163.08 on May 30, 2019.

II. Current Situation

A. The demolition phase of the Demolition and Concrete Cap Construction project is complete, allowing reconciliation of the items involved in the demolition.
   1. The amount of demolition, hazardous, and nonhazardous waste was less than anticipated, resulting in a savings of $81,541.01.
B. These items result in a net **decrease** to the project in the amount of $81,541.01.
C. Cumulative change in construction cost through CO #03 will be -0.2%.

D. AECOM has recommended approval of this request.

III. Issues

These items are necessary to reconcile costs and complete the project.

IV. Alternatives in order of priority

A. Approve Change Order No. 3 to the contract with Alamo Environmental Inc. dba Alamo1, for the City of Galveston Incinerator Demolition and Concrete Cap Construction project, **decreasing** the contract by $81,541.01 from the amount of $4,404,163.08 to a new total amount of $4,322,622.07 and adding 15 days to the contract time.

B. Do not approve the request.

V. Recommendation

Approve Change Order No. 3 to the contract with Alamo Environmental Inc. dba Alamo1, for the City of Galveston Incinerator Demolition and Concrete Cap Construction project, **decreasing** the contract by $81,541.01 from the amount of $4,404,163.08 to a new total amount of $4,322,622.07 and adding 15 days to the contract time.

VI. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager	
Funding Source:	CDBG DR Non-Housing Round 2.2	
Construction Cost	$ 4,322,622.07	(**decrease** of $81,541.01)
Construction Administration	$ 90,825.00	
Total Cost of Implementation	$ 4,413,447.07	

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer:	Owner (Contractor Locality):	Contractor:
(Name & Address) AECOM 9400 Amberglen Blvd. Austin, TX 78729 Phone No.: (512) 472-4519	(Name & Address) City of Galveston 823 Rosenberg, Room 205 Galveston, TX 77550 Phone No.: (409) 797-3630	(Name & Address) Alamo1 2900 Nacogdoches Rd. San Antonio, TX 78217 Phone No.: (210) 404-1220 Agreement Date: 10/29/2018
Date: 01/13/2020 Project Code No.: P21549A-20 Bid Package No.: 28106-1_BID2	Contract For (Project Description): Incinerator Structure Demolition and Concrete Cap Design	GLO Contract No.: 15-081-000-8748/ DRS220051 Change Order No.: 03

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
9	HDPE Liner: -2380 SY @ $7.50/SY	$17,850.00	
11	Geotextile Separation Barrier: -2380 SY @ $3.00/SY	$7,140.00	
13	Select Clay Backfill: -500 CY @ $78.00/CY	$39,000.00	
22	Transportation/Disposal of ACM: 178.44 TONS @ $60.25/TON	$10,751.01	
28	Select Backfill: -200 CY @ $34.00/CY	$6,800.00	

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$4,313,876.00	Original Contract Time:	210 days
Previous Change Order(s): No. 1 to No. 2	$90,287.08	Net Change From Previous Change Orders:	85 days
Contract Price Prior to this Change Order:	$4,404,163.08	Contract Time Prior to this Change Order:	295 days
Net ~~Increase~~/Decrease of this Change Order:	($81,541.01)	Net Increase/Decrease of this Change Order:	15 days
Contract Price With all Approved Change Orders:	$4,322,622.07	Contract Time With all Change Orders:	310 days
Cumulative Percent Change in Contract Price (+/-): .20 %		Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 2020
Construction Contract Start Date: (mm/dd/yy)	11 / 06 /2018	Construction Contract End Date: (mm/dd/yy)	10 / 18 / 2019

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:	APPROVED:	ACCEPTED:
By:	By:	By:
AECOM	CITY OF GALVESTON	ALAMO1
(ENGINEER)	(OWNER)	(CONTRACTOR)
Date: 1-14-20	Date:	Date: 01-15-2020

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?		Total ____	L/M ____
2. Effect of this change on scope of work:	☐ Increase	☒ Decrease	☐ No Change
3. Effect on operation and maintenance costs:	☐ Increase	☐ Decrease	☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		☒ Yes	☐ No
If "No", explain:			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		☐ Yes	☒ No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		☒ Yes	☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only) N/A		☐ Yes	☐ No
8. Are the handicapped access requirements/approval still valid? (if applicable) N/A		☐ Yes	☐ No
9. Are other Disaster Recovery contractual special condition clearance still valid?		☒ Yes	☐ No
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

City of Galveston

CAPITAL PROJECTS
STAFF REPORT

January 15, 2020

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

From: J. Dudley Anderson
Building Program Manager

Re: Consider for approval Change Order #5 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by $263,426.00 (2.45%) from the amount of $10,930,716.20 to the amount of $11,194,142.20, and extending the contract term by 91 days. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for $1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
B. The amended state plan allocated $1.032 billion to the Houston-Galveston Area Council region.
C. The construction of a new Public Works and Utilities facility was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
D. The General Land Office approved LAN, Inc to provide architectural design services for the City of Galveston Public Works Facility project.
E. J. W. Kelso Company, Inc. was awarded the contract by Council on December 14, 2017 in the amount of $10,732,495.00.
F. Change Order 1 was council approved on June 27, 2019 for a **decrease** in contract amount of $154,050.80 (-1.44%).
G. Change Order 2 was council approved on August 22, 2019 for an **increase** in contract amount of $113,528.00 (1.06%).
H. Change Order 3 was council approved on September 19, 2019 for an **increase** in contract amount of $29,936.00 (0.28%).
I. Change Order 4 was council approved on November 14, 2019 for an **increase** in contract amount of $208,800.00 (1.95%).
J. The cumulative change in construction cost through Change Order #4 is 1.85%

II. Current Situation

A. The project is approximately 75% complete and will be completed in the first quarter of 2020.
B. Departments will be scheduled to move in shortly thereafter.
C. The City of Galveston has occupied the warehouse portion of the project.
D. There are 7 items identified and recommended by City staff in this change order.
   a. Item 1 – Provide automatic gate operators as per RFI 069.
   b. Item 2 – Provide epoxy mortar at warehouse instead of standard mortar.
   c. Item 3 – Increase General Conditions for extended project duration.
   d. Item 4 – Provide shelving protection barriers in warehouse for new shelving from forklift traffic.
   e. Item 5 – Provide lumber storage racks in warehouse.
   f. Item 6 – Provide wire mesh enclosures in warehouse to protect the fire suppression system equipment and tele/data equipment.
   g. Item 7 – Provide additional tele/data equipment required to operate the facility.
E. The net **increase** of this change order is $263,426.00.
F. The cumulative change in construction cost is 4.30% including Change Order #5.
G. The cost of construction changes is funded by CDBG Round 2.2.
H. The change includes an additional 91 days. Contract end date will then be March 31, 2020.
I. LAN has recommended approval of this request.

III. Alternatives in order of priority

A. Approve Change Order #5 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by $263,426.00 (2.45%) from the amount of $10,930,716.20 to the amount of $11,194,142.20, and extending the contract term by 91 days.
B. Do not approve the change order.

IV. Recommendation

Approve Change Order #5 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by $263,426.00 (2.45%) from the amount of $10,930,716.20 to the amount of $11,194,142.20, and extending the contract term by 91 days.

V. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	$11,194,142.20 (**increase** of $263,426.00)
Construction Administration	$ 191,597.00
Total Cost of Implementation	$ 11,385,739.20

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Lockwood, Andrews & Newnam 2925 Briarpark Drive, Suite 400 Houston, TX 77042 Phone No.: 713-266-6900	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77553 Phone No.: 409-797-3500	Contractor: J.W. Kelso Company Inc. 7225 Harborside Drive Galveston, TX 77553 Agreement Date: 12/14/2017 Phone No.: 409-740-0266
Date: 1/09/2020 Project Code No.: Bid Package No.:	Contract For (Project Description): Construction of the City of Galveston Public Works Facility	GLO Contract No.: 15-081-000-8748 Change Order No.: 05

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
CO5-1	CP 28R: Provide automatic gate operators per response to RFI 069.		$13,175.00
CO5-2	CP 29: Material cost increase for revised epoxy mortar specification.		$2,918.00
CO5-3	CP 30: Increase to General Conditions to accommodate contract time extension.		$99,243.00
CO5-4	CP 31: Provide guardrails and bollards to protect warehouse shelving units from damage.		$14,021.00

CO5-5	CP 32: Provide lumber storage racks in warehouse.		$11,062.00
CO5-6	CP 33: Provide wire cages to protect warehouse equipment from damage.		$7,665.00
CO5-7	CP 34R: Revisions to fiber optic infrastructure and additional technology/networking equipment.		$115,342.00
	Totals		$263,426.00

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$10,732,495.00	Original Contract Time:	576 days
Previous Change Order(s): No. 01 to No. 04	$198,221.20	Net Change From Previous Change Orders:	116 days
Contract Price Prior to this Change Order:	$10,930,716.20	Contract Time Prior to this Change Order:	692 days
Net Increase/Decrease of this Change Order:	$263,426.00	Net Increase/Decrease of this Change Order:	91 days
Contract Price With all Approved Change Orders:	$11,194,142.20	Contract Time With all Change Orders:	783 days
Cumulative Percent Change in Contract Price (+/-):	+4.30%	Grantee Contract End Date: (mm/dd/yy)	12/31/2020
Construction Contract Start Date: (mm/dd/yy)	02/07/2018	Construction Contract End Date: (mm/dd/yy)	3/31/2020

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
ENGINEER	OWNER	CONTRACTOR
Lockwood, Andrews & Newnam, Inc.	City of Galveston	J.W. Kelso Company, Inc.
Date: 01/09/2020	Date: _____	Date: 1-13-2020

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease
   the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change
   If there is a change, how many beneficiaries will be affected? Total _____ L/M _____
2. Effect of this change on scope of work: ☒ Increase ☐ Decrease ☐ No Change
3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change
4. Are all prices in the change order dependent upon unit prices
   found in the original bid? ☐ Yes ☒ No
   If "No", explain: Cost proposals applicable to this change order were prepared from competitive subcontractor/supplier quotes contained in the attached supporting documents.
5. Has this change created new circumstances or environmental
   conditions which may affect the project's impact, such as
   concealed or unexpected conditions discovered during actual
   construction? ☐ Yes ☒ No

If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ)
   clearance still valid? (if applicable) ☒ Yes ☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only) N/A ☐ Yes ☐ No
8. Are the handicapped access requirements/approval
   still valid? (if applicable) ☒ Yes ☐ No
9. Are other Disaster Recovery contractual special condition clearance
   still valid? ☒Yes ☐ No
   (If no, specify):

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

January 9, 2020

RE: City of Galveston Public Works Facility
LAN Project No. 170-10839-000
Change Order No. 5 Recommendations

Mr. Dudley Anderson, Building Program Manager
City of Galveston
823 Rosenberg Street Room 205
Galveston, Texas 77550

Dear Mr. Anderson:

LAN has reviewed each of the Change Order No. 5 cost proposals for additional scope items requested. Our findings are itemized below:

Item No. CO5-1, J.W. Kelso Cost Proposal 28R:

The original bid documents did not include a specification for motorized control units to operate the four vehicle access gates at the public works facility. LAN provided a specification pursuant to Request for Information 069. In addition, the City of Galveston requested the gate operator devices to be installed so as to minimize the likelihood of damage by stormwater. J.W. Kelso issued a cost proposal on November 25, 2019 in the amount of $13,175.00 to supply and install the specified control units. LAN has reviewed the cost proposal and finds that the cost is reasonable and recommends acceptance of this proposal.

Item No. CO5-2, J.W. Kelso Cost Proposal 29:

The originally specified epoxy pointing mortar for the concrete masonry was found to be unsuitable for the project. LAN furnished a revised specification, for which J.W. Kelso issued a cost proposal on November 25, 2019 in the amount of $2,918.00 for the revised material specification. LAN has reviewed the cost proposal and finds that the cost is reasonable. LAN has reviewed a mockup of the installation on site and finds it to be acceptable. LAN recommends acceptance of this proposal.

Item No. CO5-3, J.W. Kelso Cost Proposal 30:

The construction completion date is being extended due to unforeseen weather delays. The General Contractor is entitled to additional compensation in accordance with the contract documents for general conditions to accommodate this time extension. J.W. Kelso submitted a cost proposal dated November 25, 2019 in the amount of $99,243.00 for labor, material, equipment, insurance and bonds as required. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO5-4, J.W. Kelso Cost Proposal 31:

The industrial storage racks installed in the Public Works Warehouse require protective devices to prevent/minimize the potential for damage from forklift or other equipment traffic. J.W. Kelso issued a cost proposal on November 25, 2019 in the amount of $14,021.00 to furnish and install steel guards and bollards as necessary. LAN has reviewed the cost proposal and finds that the cost is reasonable and recommends acceptance of this proposal.

Item No. CO5-5, J.W. Kelso Cost Proposal 32:

The Public Works Warehouse requires storage racks for lumber materials used in the normal course of operations. J.W. Kelso issued a cost proposal on November 25, 2019 in the amount of $11,062.00 to supply and install two lumber storage racks. LAN has reviewed the cost proposal and finds that the cost is reasonable. LAN recommends acceptance of this cost proposal.

Item No. CO5-6, J.W. Kelso Cost Proposal 33:

In the Public Works Warehouse, there is a fire sprinkler riser, a network equipment rack and an operator station, all of which are susceptible to inadvertent damage from normal traffic operations. J.W. Kelso issued a cost proposal on November 25, 2019 in the amount of $7,665.00 for the fabrication and installation of protective wire mesh partitions. LAN has reviewed the cost proposal and has determined that the cost is reasonable. LAN recommends acceptance of this cost proposal.

Item No. CO5-7, J.W. Kelso Cost Proposal 34R:

Through coordination with the City of Galveston, J.W. Kelso and LAN, revisions to the fiber network and associated infrastructure as well as additional technology and network equipment have been identified for a complete facility installation. J.W. Kelso issued a cost proposal on January 9, 2020 in the amount of $115,342.00 to supply and install the required infrastructure and equipment. LAN has determined that the cost proposal is reasonable and recommends acceptance.

The above representations are made with the best knowledge and information available as of this date.

Regards,

Terre Musgrove, AIA
Program Manager

City of Galveston

DEPARTMENT OF PUBLIC WORKS

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

December 31, 2019

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

From: Angelo Grasso, Assistant Director of Municipal Utilities

RE: City Council to consider for approval, modification of the final 2 years of the annual maintenance contracts on Foxboro A2/PAC system and equipment at Supply Division Water Pump Stations and various Elevated Storage Tank facilities from sole source provider Schneider-Electric Systems USA Inc. The cost of the annual contracts will be $81,773.00 for 2020 and $84,635.00 for 2021. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. This Water Supply System is responsible for supplying pressurized potable water to the City's water system.

B. When the 30th Street and 59th Street Pump Stations were constructed, Invensys Foxboro A2/PAC SCADA system and equipment were installed so that the City's Water Supply Division could monitor the pump station facilities 24 hours a day.

C. Invensys Systems Inc. is the sole source provider for maintenance on their systems. Invensys Systems Inc. has been purchased by Schneider-Electric Systems USA, Inc. They have provided the City of Galveston with annual maintenance contracts for the past few years that have covered the following:

- Emergency call-outs
- Equipment Parts
- Equipment Repairs
- Preventative maintenance.

D. In the previous year the contract was used by the Supply Division to have emergency repairs made quickly to critical Invensys equipment.

II. Current Situation

A. In 2018, the City renewed the annual contract for the maintenance of the Schneider-Electric Systems USA Inc. The annual maintenance contracts for the 3 years was scheduled to cost the following amounts:

Year 1 (2019)	$59,626.18
Year 2 (2020)	$67,231.09
Year 3 (2021)	$69,571.06

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

B. In 2019, the City finalized the completion of the construction for the 39th Street Pump Station. As part of the original 59th Street Pump Station facilities, there was approximately 37 components that were part of the annual Schneider Electric annual maintenance contract. As part of the new 59th Street Pump Station facilities, there is approximately 250 components that are now part of the annual Schneider Electric annual maintenance contract. With there being approximately 213 additional components at the 59th Street Pump Station, Schneider Electric Systems Inc. is requesting additional funding for the annual maintenance contracts for 2020 and 2021 The annual maintenance contracts for the next 2 years is scheduled to cost the following amounts:

Year 2 (2020): Increase of $14,541.91 to $81,773.00
Year 3 (2021): Increase of $15,063.94 to $84,635.00

C. In the event there was not a maintenance contract in place, the City would suffer from delays in needed maintenance and repairs to the Invensys System Inc. equipment and potentially endanger the City's ability to provide potable water.

III. Issues

1. Cost –$166,408.00 over a 2 Year Period. An increase of $29,605.85 over a 2-year period of time.
2. Impact or ramifications – Services calls and replacement parts for Supply Division Foxboro A2/PAC SCADA system could cripple the Water Supply Divisions Maintenance Budget

V. Recommendation

City Council to approve the modification of the final 2 years of the annual maintenance contracts on Foxboro A2/PAC system and equipment at Supply Division Water Pump Stations and various Elevated Storage Tank facilities from sole source provider Schneider-Electric Systems USA Inc. The cost of the annual contracts will be $81,773.00 for 2020 and $84,635.00 for 2021.

City of Galveston

DEPARTMENT OF PUBLIC WORKS

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

VI. Fiscal Impact Report

Requested by:	Angelo Grasso, Assistant Director of Municipal Utilities
Funding Source:	Supply Division Maintenance Contract 4010-611000-611803-531240
Costs of implementation:	2020 = $81,773.00 2021 = $84,635.00 Total for 2 Years = $166,408.00

Respectfully Submitted,

Angelo Grasso
Director of Municipal Utilities

AMENDMENT SCHNEIDER ELECTRIC
ANNUAL MAINTENANCE FOXBORO A2/PAC SYSTEM

Amendment Number 1 to Contract # COG-CON-18-177

THIS AMENDMENT is by and between the City of Galveston, a municipality incorporated under the laws of the State of Texas, Galveston Texas, and Schneider Electric Systems USA, Inc. (Company), located at 44621 Guilford Drive, Suite 100, Ashburn, VA 20147. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

WHEREAS, the City and Schneider Electric Systems USA, Inc. entered into an Agreement, Contract# COG-CON-18-178, effective December 17, 2018 for services related to customer support for the Foxboro A2/PAC System Platform at the City of Galveston Supply Division Water Pump Stations and various Elevated Storage Tank Facilities.

WHEREAS, the City and Schneider Electric Systems USA, Inc., agree to make the following amendment a part of the Agreement.

Section 2., is hereby amended and restated as follows: The City shall compensate Schneider Electric Systems USA, Inc., as per the amended Scope of Work, attached in Exhibit B, at the agreed upon yearly maintenance fees, not to exceed Eighty-one thousand seven hundred seventy-three dollars and zero cents ($81,773.00) – for year 2020; and Eighty-four thousand six hundred thirty-five dollars and zero cents ($84,635.00) – for year 2021.

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

CITY OF GALVESTON, TEXAS

By: _____
Brian Maxwell, City Manager

Company Name
SCHNEIDER ELECTRIC SYSTEMS USA, INC

By: _____ BRYAN SUTHERLAND
Principal/Authorized Agent Name Here

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
City Attorney's Office

BY EXECUTION OF THIS ADDENDUM, SCHNEIDER ELECTRIC SYSTEMS USA, INC. ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF VIRGINIA §
§
LOUDOUN **COUNTY** §

On this day, BEFORE ME, the undersigned, personally appeared BRYAN SUTHERLAND **of Schneider Electric Systems USA, Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of JAN, 2020.

Celestine Silver
Notary Public in and for
The State of VIRGINIA

CELESTINE SILVER
NOTARY PUBLIC 7558733
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2021

Life Is On | Eurotherm by Schneider Electric

Customer First Renewal – Addendum

Our Reference: 19Q-0203-2-Explanation Letter

Date: January 2, 2020

City of Galveston, Texas
PO Box 779
Galveston, Texas 77550
For the Attention of: Mr. Angelo Grasso

Customer First Support Contract Addendum for the Galveston Supply Division Facilities

Dear Mr. Grasso,

Further to our recent discussion with your colleagues at City Hall and my recent quotation 19Q-0203-2, please find an abridged explanation letter below, relating to the need for an addendum to the contract 18Q-0122-3.

Earlier Emails explained the nature of the large upgrade at 59th Street in detail and will not be repeated in this letter.

This addendum is for the additional 59th Street support costs for 2020 and for 2021, over and above those described in the 18Q-0122-3 contract. The contract for 2019 has been completed.

I hope the two page information shown below is clear. Should any doubt remain, please do not hesitate to contact me at 954-294-3705.

Derek Hook

Senior Systems Business Development Manager
Eurotherm by Schneider Electric
P: 954-294-3705
E: derek.hook@se.com

Explanation of the Addendum charges as a result of the enhanced 59th Street Plant

The previous quotation 18Q-0122-3 included support for the old 59th Street equipment. The construction of the new 59th Street plant has resulted in a significant increase in the equipment to be supported and therefore the support contract needs an addendum for the remaining two years of the contract, namely 2020 and 2021.

The scope of the increase in equipment from the **old** 59th Street to the **new** 59th Street is summarized below. You will see that there has been a significant increase in both the quantity and technology (computers and software now, versus none previously), compared to the original equipment supported.

Item	Old 59th St.	New 59th St.
Power Supplies	3	6
T2x50 Series baseplates	2	15
T2x50 Series processors	4	30
T2x50 Series IO modules	26	188
Eycon display	1	0
Ethernet Switch	1	4
Computers	0	3
Hist client SW	0	1
Information Mgr SW	0	1
Ops Server & Viewer SW – DEV	0	1
Ops Server & Viewer SW – RT	0	1

Please note, the first year of the agreement, 2019, has now been completed and we are therefore looking at the contract addendum for the remaining two years, i.e. 2020 and 2021.

The previous 18Q-0122-3 prices, which included the **old** 59th equipment, were:

PAYMENT SCHEDULE	ANNUAL PAYMENT AMOUNT (USD)	PERIOD PAYMENT (USD)	PERIOD LENGTH	START DATE	END DATE
Year 2	$67,231.09	$67,231.09	Annual	1/1/2020	12/31/2020
Year 3	$69,571.06	$69,571.06	Annual	1/1/2021	12/31/2021

The new prices shown in 19Q-0203-1 to support the Galveston Supply Division plants, including the additional **enhanced** 59th Street plant equipment, are:

PAYMENT SCHEDULE	ANNUAL PAYMENT AMOUNT (USD)	PERIOD PAYMENT (USD)	PERIOD LENGTH	START DATE	END DATE
Year 2	$81,773.00	$81,773.00	Annual	1/1/2020	12/31/2020
Year 3	$84,635.00	$84,635.00	Annual	1/1/2021	12/31/2021

Recent discussions with yourself and your colleagues have indicated that the preferred method to address this is to let the current quotation 18Q-0122-3 continue to run and to cover the increased costs by way of an addendum quotation,19Q-0203-2.

The result of this is the need for an addendum purchase order to run concurrently with the current 18Q-0122-3 purchase order to cover the additional costs as shown in the table below:

ADDENDUM PAYMENT SCHEDULE	ANNUAL PAYMENT AMOUNT (USD)	PERIOD PAYMENT (USD)	PERIOD LENGTH	START DATE	END DATE
Year 2	$14,541.91	$14,541.91	Annual	1/1/2020	12/31/2020
Year 3	$15,063.94	$15,063.94	Annual	1/1/2021	12/31/2021

This means that the support of the Supply Division plants in 2020 requires two purchase orders and two purchase orders for 2021, effectively the single (*larger amounts)* indicated.

2020 - $67,231.09 + $14,541.91 *(= $81,773.00)*
2021 - $69,571.06 + $15,063.94 *(= $84,635.00)*

Payment is due 30 days from date of invoice.

I hope that this new abridged document meets your requirements. Should any doubt remain, please do not hesitate to contact me at 954-294-3705.

Regards,

Derek Hook

Derek Hook | Schneider Electric | **Senior Systems Business Development Manager – Eurotherm North America**
Phone: +1 954 630 2440 | **Mobile:** +1 954 294 3705
Email: derek.hook@se.com | **Site:** www.eurotherm.com |

Eurotherm.

by Schneider Electric

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

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:
2020-576872

Date Filed:
01/14/2020

Date Acknowledged:

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

Schneider Electric Systems USA, Inc (formerly Invensys Systems, Inc)
Ashburn, VA 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 - Public Works Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-18-178-AMD-1
Service Level Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Siebe, Inc	Foxboro, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is BRYAN SUTHERLAND, and my date of birth is 4th OCT 1974.

My address is 44621 GUILFORD DR, SUITE 100, ASHBURN, VA, 20147, USA.
(street) (city) (state) (zip code) (country)

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

Executed in LOUDOUN County, State of VIRGINIA, on the 14 day of JAN (month), 20 20 (year).

CELESTINE SILVER
NOTARY PUBLIC 7558739
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2021

BRYAN SUTHERLAND

Signature of authorized agent of contracting business entity
(Declarant)

City of Galveston

DEPARTMENT OF PUBLIC WORKS

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

Date: **January 14, 2020**

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

From: **Angelo Grasso, Assistant Director of Municipal Utilities**

Re: Consider for approval awarding the annual contracts for the purchase of pipes, parts and fittings (Bid 20-002) to CPR Services & Supply, Inc. dba MDN Enterprises, ACT Pipe & Supply, Accurate Utility Supply, Core & Main LP, Ferguson and Coburn Supply Co. Authorizing City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. The City of Galveston issues a contract for all of the necessary materials to maintain the Water Distribution and Sewer Collection systems for the City.
B. The use of a contract reduces the turn-around time as 3 quotes are required for all purchases over $1,000.00.
C. The purchasing needs of the Water Distribution and Sewer Collection and WWTP divisions for pipes, parts and fittings will vary depending upon the job at hand.

II. Current Situation

A. Sealed bids were opened on December 19, 2019 at 10:00 a.m. There were 667 bid items on the bid proposal for pipes, parts and fittings. The Water Distribution and Sewer Collection and WWTP divisions are looking for multiple suppliers for pipes and parts materials. There were 7 bids submitted that were responsive. The following are the seven companies that submitted responsive bids and the number of times that these companies submitted the lowest bids for particular bid items:

1. CPR Services & Supply, Inc. dba MDN Enterprises from New Caney, Texas - 28 Low Bid Items including low bid for fire hydrants
2. ACT Pipe & Supply from Houston, Texas - 118 Low Bid Items
3. Accurate Utility Supply from Katy, Texas - 40 Low Bid Items including low bids for repair clamps
4. Core & Main LP from Houston, Texas - 285 Low Bid Items
5. Johnson Lab & Supply from Palestine, Texas - 4 Low Bid Items
6. Ferguson from Houston, Texas - 111 Low Bid Items
7. Coburn Supply Co. from Galveston, Texas - 137 Low Bid Items

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

B. There are 667 separate line items listed on the bid proposals. ACT Pipe & Supply, Core & Main LP, Ferguson and Coburn Supply Co. provided the most responsive bid proposals for the greatest number of bid items. While none of the four firms submitted lowest bid for the entire listing of bid items, awarding to multiple vendors should be allowed to keep the material needs current. Historically this award has given to multiple vendors for this reason.

C. CPR Services & Supply, Inc. dba MDN Enterprises and Accurate Utility Supply provided the most responsive bids for items such as fire hydrants and repair clamps. These two companies should be considered as secondary vendors because of the low bids provided for these two items. They should also be considered in case the primary vendors cannot provide or deliver the pipes, parts and fitting materials in a timely manner.

D. All purchase of the pipes, parts and fitting materials will be based on cost and the availability according to the immediacy of the need.

E. The Municipal Utilities Division wants the option to extend the pipes, parts and materials contract for more than one year. The following conditions should be included in the City Council approval of the contracts:

Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for one (1) year from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

III. Issues

A. Availability of Materials – Awarding bid to multiple vendors ensures that the department will have sufficient inventory of supplies and materials to perform the work as needed with minimal delay.

Cost – Estimated to be approximately $310,0000.00 annually
Timing – Upon City Council approval

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

IV. Recommendation

A. Approve the annual contract for the purchase of pipes, parts and fittings to CPR Services & Supply, Inc. dba MDN Enterprises, ACT Pipe & Supply, Accurate Utility Supply, Core & Main LP, Ferguson and Coburn Supply Co.

VI. Fiscal Impact Report

Requested by:	Angelo Grasso, Assistant Director of Municipal Utilities
Funding Source:	Water Distribution Pipes & Plumbing Supplies 4010-611000-611804-522075 Sewer Collections Pipes & Plumbing Supplies 4210-611000-611815-522075 Wastewater Treatment Pipes & Plumbing Supplies 4210-611000-611817-522075
Estimated annual cost:	Approximately estimated at per year = $310,000.00

Respectfully Submitted,

Angelo Grasso
Assistant Director of Municipal Utilities

CONTRACT FOR SUPPLY OF COMMODITIES
Municipal Utilities Pipes, Parts, and Fitting Materials

This Contract (the "Contract") is made and entered into this 2nd day of January, 2020 by and between the City of Galveston (the "City"), a Texas home-rule municipality, and CPR Services and Supplies Inc., dba MDN Enterprises, a company, located at 21371 U.S. Hwy 59 N., New Caney, Texas, 77357. 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 supplies in connection with Municipal Utilities Pipes, Parts, and Fitting Materials, within the City of Galveston ("City") and CPR Services and Supplies Inc., dba MDN Enterprises. ("Company") desires to provide such commodities; 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:

Municipal Utilities Pipes, Parts, and Fitting Materials

Response to Bid 20-002

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates the 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 for (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any extension. No option to extend will be considered without the availability of funds, or if the contractor's past performance is not up to industry standard.

6. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, and if necessary installed, by Company at the request of City in accordance with the schedules/timetables described in greater detail in the attached 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 21371 U.S. Hwy 59 N., New Caney, Texas, 77357. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

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

$2,000,000 general liability (includes products and personal, etc.)
$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

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

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

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

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

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

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

therewith, and any other matters covered by this Contract.

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

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

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

20. 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.

21. 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.

22. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Municipal Utilities Pipes, Parts, and Fitting Materials 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

CPR Services and Supplies Inc.
dba MDN Enterprises
21371 U.S. Hwy 59 N.
New Caney, Texas, 77357

[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

By: _____
Brian Maxwell, City Manager

CPR SERVICES AND SUPPLIES INC., DBA MDN ENTERPRISES

By: Michael D Norris
Michael D. Norris, Principle

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, CPR SERVICES AND SUPPLIES INC., DBA MDN ENTERPRISES, ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
Montgomery **COUNTY** §

On this day, BEFORE ME, the undersigned, personally appeared Michael D. Norris of **CPR Services and Supplies Inc., dba MDN Enterprises,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of Jan., 2020

Brenda Jane Hodges
Notary Public in and for
The State of Texas

BRENDA JANE HODGES
My Notary ID # 125085637
Expires October 13, 2020

EXHIBIT A

City of Galveston

INVITATION TO BID

Bid Reference Number: 20-002

Project Title: Municipal Utilities Pipes, Parts, and Fitting Materials

Bid Closing Date: 10:00 A.M.(CST), Thursday, December 19, 2019

One (1) Original and one (1) copies and one media source required.
No bids submitted after the above deadline will be accepted.

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

TABLE OF CONTENTS

Table of Contents ..... Pages 1 & 2

Invitation to Bid
(1) Introduction ..... Page 3
(2) Contact Information ..... Page 4
(3) General Information ..... Page 4
(4) ITB Withdrawals and / or Amendments ..... Page 4
(5) Estimated Quantities ..... Page 4
(6) Bid Submittal Requirements ..... Page 5
(7) Bid Evaluation and Contract Award ..... Page 6
(8) Declaration of Policy ..... Page 8

Appendix A – Bid
(-) Label Format for Submittal Packet's Sealed Envelope ..... Page 9

I. Required Bid Information:
(1) Proposed Products and / or Services ..... Page 10
(2) Cost of Proposed Products and Services ..... Page 10
(3) Bidder's Experience / Staff ..... Page 10
(4) References ..... Page 11
(5) Trade Secrets and / or Confidential Information ..... Page 12
(6) Federal, State and / or Local Identification Information ..... Page 12
(7) Cooperative Governmental Purchasing Notice ..... Page 12
(8) Term of Contract and Option to Extend ..... Page 12
(9) Emergency Business Services Contact Notice ..... Page 13

II. Contract Terms and Conditions:
(1) Delivery of Products and Services ..... Page 14
(2) Miscellaneous ..... Page 16
(3) Financial Responsibility Provisions ..... Page 17

Appendix B – Conflict of Interest Form ..... Page 19
Appendix C – House Bill 89 Verification Form ..... Page 21
Appendix D – Property Tax Statement ..... Page 22
Appendix E – Nepotism Statement ..... Page 23
Appendix F – Non-Collusion Statement ..... Page 24
Appendix G – Document 000435 ..... Page 25
Appendix H – No Intent to Submit Form ..... Page 26
Appendix I – ACH Form (this form is optional) ..... Page 27 & 28

Appendix J – Scope of Services

(1) Project Title ..... Page 29
(2) Scope of Services Contact ..... Page 29
(3) Special Conditions ..... Page 29
(4) Brand Manufacture Reference ..... Page 42
(5) Key Events Schedule ..... Page 42
(6) Scope of Services ..... Page 43

Galveston, Texas

Invitation to Bid

0. Introduction

A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the bid packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

1. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

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

Email Address: purchasing@galvestontx.gov

2. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

3. ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.

B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

4. Estimated Quantities

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

5. Bid Submittal Requirements

A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Work. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "Bid 20-002 Municipal Utilities Pipes Parts and Fitting Materials." The question deadline will be addressed in Appendix J-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Work.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

6. Bid Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids based on the lowest bid price. Vendors shall not contact any City of Galveston personnel during the bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. City reserves the right to determine which Bid is the lowest and responsible, per Texas Local Government Code § 252.043(a). The City Council shall be the sole judge in determining award.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
   a. Name, address and telephone number of the protestor.
   b. Identification of the solicitation or contract number and time.
   c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
   d. Identification of the issue(s) to be resolved and statement of what relief is requested.
   e. Arguments and authorities in support of the protest.
   f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

   i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

   ii) The successful bidder violates any of the provisions of these specifications; or

   iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or

   iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

   v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any

payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

MN **Appendix A (pages _9_ through _18_) must be included in the bid submittal.**

MN **Appendix B – G (pages_20_ through _26_) all forms must be complete and included in the bid submittal.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☑ Appendix B – Conflict of Interest
- ☑ Appendix C – House Bill 89 Verification
- ☑ Appendix D – Property Tax Statement
- ☑ Appendix E – Nepotism Statement
- ☑ Appendix F – Non-Collusion Statement
- ☑ Appendix G – Certification Regarding Debarment

MN **Appendix J (pages_28_ and all required documents) 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:	**20-002**
Project Title:	**Municipal Utilities Pipes, Parts, and Fitting Materials**
Submittal Deadline:	**10:00 A.M.(CST), Thursday, December 19, 2019**

Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553

Bidder Information:

Bidder's Legal Name:	CPR Services & Supplies Inc dba MDN Enterprises		
Address:	P.O. Box 1148 / ~~New~~ mt 21371 U.S. Hwy 59 N.		
City, State & Zip	New Caney TX 77357		
Federal Employers Identification Number #	76 0474330		
Phone Number:	281-354-9621	**Fax Number:**	281-354-9637
E-Mail Address:	mdnorris@mdnenterprises.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Michael D Norris

Signature of Authorized Representative: Michael D Norris

Signed this 13th (day) of December (month), 2019 (year)

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: If applicable, Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format, unless price sheet is made available in Appendix J:

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

3. Bidder's Experience / Staff

A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 32; and the number of employees: 23.

D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: New Caney MUD	
Contact Name: Rick McDonald	Contact Title: manager
Phone: 281-399-9810	Email: ricky@newcaneymud.org
Date and Scope of Work Provided: 1987- current underground utilities supplies for water, sewer & drainage	

Reference #2:

Client / Company Name: Clay Development	
Contact Name: Al Clay	Contact Title:
Phone: 713-789-2529 x 102	Email:
Date and Scope of Work Provided: 2002- Current utility supplies for water, sewer & drainage	

Reference #3:

Client / Company Name: City of Humble	
Contact Name: Mike Richard	Contact Title: Super visior
Phone: 281-446-3061	Email: mrichard@cityofhumble.net
Date and Scope of Work Provided: 2002- current underground utilities for water, sewer & drainage	

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**

Centralized Master Bidders List registration number: 1760474 330600 / 82794.

Prime contractor HUB / MWBE registration number: N/A.

An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #_____-_____-_____. N/A

Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 80-6322038.

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.

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 **[ ] No, Only the City can purchase.**

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

Any contract resulting from this ITB shall be effective for one (1) year from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to **four (4) additional years**, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past

performance is not within the industry standard.

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

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

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (2%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than four percent (2%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION ..... 2 %

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... 2 %

THIRD ADDITIONAL YEAR (FY 2023) ESCALATION ..... 2 %

FOURTH ADDITIONAL YEAR (FY 2024) ESCALATION ..... 2 %

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: CPR Services & Supplies Inc dba MDN Enterprises

Contract #: 20-002

Description: Municipal Utilities Pipes, Parts & Fittings Materials

Primary Contact (Name): Mike Norris

Primary Contact Phone Numbers: Home: 281-689-3682 Cell: 713-203-4670

Secondary Contact (Name): Jeff Wimp

Secondary Contact Phone Numbers: Home: 936-537-3160 Cell: 713-816-7893

After Hours emergency opening fee, if applicable: $ Ø

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 Appendix J, 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: This section left intentionally blank.

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. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.
Insurance coverage shall be on an "occurrence basis"

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

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim,

dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, 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.

OFFICE USE ONLY

Date Received

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

Michael D. Norris

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.

none

4.

Michael D Norris 12.13.19

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

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Michael D Norris **(Person name), the undersigned representative of (Company or Businsess Name)** CPR Services & Supplies Inc. dba MDN Enterprises **(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.**

12.13.19
DATE

Michael D Norris
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas **§**
COUNTY OF Harris **§**

On this day, BEFORE ME, the undersigned, personally appeared Michael D Norris**, the** vice president **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 13th **day of** December**, 201**9

BRENDA JANE HODGES
My Notary ID # 125085637
Expires October 13, 2020

[SEAL]

Brenda Jane Hodges
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

_____

_____

Michael D. Norris
Bidder's Printed or Typed Name

Michael D. Norris
Bidder's Signature

12.13.19
Date

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

Appendix E – Nepotism Statement

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

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

If the Bidder or Proposer is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

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

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

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

Appendix F – Non-Collusion Statement

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

VENDOR CPR Services & Supplies Inc dba MDN Enterprises

ADDRESS 21371 US. Hwy 59 N., New Caney TX 77357
P.O. Box 1148, New Caney TX 77357

PHONE 281-354-9621

FAX 281-354-9637

BIDDER (SIGNATURE) Michael D Norris

BIDDER (PRINTED NAME) Michael D. Norris

POSITION WITH COMPANY vice president

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID Cathey Norris

COMPANY OFFICIAL (PRINTED NAME) Cathey Norris

OFFICIAL POSITION President

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

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEB.ARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Michael D Norris
(Printed or typed Name of Signatory)

Michael D Norris
(Signature)

12.13.19
(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 AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

N/A

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

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (_____) _____

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

Appendix I – ACH Form

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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

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 Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: Wells Fargo, N.A.

Financial Institute Address: 22420 Community Dr., New Caney, TX 77357

Routing Number: 111 900 659

Account Number: 27322 30152

SWIFT Code: (if applicable)

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: CPR Services & Supplies Inc dba MDN Enterprises

Authorized Signature: Michael D Norris

Printed Name: Michael D Norris Title: Vice President

Contact Phone Number: 281-354-9621 Date: 12.13.19

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Work

1. **Project Title: Municipal Utilities Pipes Parts and Fitting Materials**

2. **Scope of Work Contact**

   Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

   There are no bonding requirements for this solicitation.

   The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID #20-002
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.

Michael D. Norris
(printed name of signatory)

12.13.19
(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.

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.

Michael D Norris
(printed name of signatory)

Michael D Norris 12.13.19
(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."

Michael D Norris
(printed name of signatory)

Michael D Norris 12.13.19
(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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Michael D Norris — Michael D Norris 12.13.19

(printed name of signatory) — (signature and date)

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

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Michael D Norris
(printed name of signatory)

Michael D Norris 12-13-19
(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.

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.

Michael D Norris
(printed name of signatory)

Michael D Norris 12.13.19
(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, CPR Services & Supplies Inc. dba MDN Enterprises, 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 13th day of December, 2019

By Michael D Norris
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Michael D Norris
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

vice president
Title of Authorized Official

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

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Michael D Norris
(printed name of signatory)

michael w norris 12.13.19
(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.

Michael D Norris
(printed name of signatory)

michael D norris 12.13.19
(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.

Michael D Norris

(printed name of signatory)

Michael D Norris 12.13.19

(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.

Michael D. Norris

(printed name of signatory)

Michael D Norris 12.13.19

(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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Michael D. Norris

(printed name of signatory)

Michael D Norris 12.13.19

(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. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

5. **Key Events Schedule**

Bid Release Date	November 18, 2019
Deadline for Submittal of Written Questions	December 6, 2019 @ 2:00pm CST
Sealed Bids Due to and Opened by City	December 19, 2019 @ 10:00am CST
Anticipated Committee Evaluation Review Date	December 2020
Anticipated Award Date	January 2020

[PLEASE SEE FOLLOWING SCOPE OF SERVICES]

6. **Scope of Services**

I. PURPOSE AND OBJECTIVES

It is the intent of the City of Galveston to qualify one (1) or more vendors to furnish and deliver water pipes, parts, and fitting materials for the Public Works Municipal Utilities Division. Vendors are requested to submit a bid that meets all requirements contained herein. Bids submitted shall be complete and include all costs associated with the bid including delivery and materials.

I. SUPPLIER REQUIREMENTS:

- The vendor shall be responsible for making any claims against carriers for missing or damaged items.
- The vendor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the City.

II. MINIMUM QUALIFICATIONS:

- Normal stock orders shall be delivered to the City within 5 working days.
- Delivery of emergency orders, vendor-stocked parts shall be made within 4 hours.
- Special Ordered goods shall be delivered within 10 working days, unless otherwise agreed upon between City personnel the vendor

III. TECHNICAL SPECIFICATIONS

- All items shall be of new manufacture, of most recent design, and contain all current modifications. Unless otherwise agreed open between City personnel and the Vendor.
- Goods shall meet or exceed the quality of the part furnished on the original price of equipment (OEM). However, if the original manufacturer has updated the quality of the parts for the current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item(s) and/or termination of the contract.

IV. BRAND REQUIREMENTS

- Exceptions to, or deviations from, a particular manufacturer's brand in specifications will be evaluated and considered by the City so long as those deviations are cross referenced and fully explained with regard to their equality with acceptable brands. The determination as to whether any alternate product or service is, or is not, equal shall be made by the City and such determination shall be final and binding upon all bidders.

V. ALTERNATIVE SOURCE

- The City reserves the right to order an item from another vendor selling the same item in the event the successful bidder is unable to supply the necessary goods when needed. The next time the part is required; the original successful bidder will be contacted. Recurring instances of stock-out may be cause for cancellation of all or part of any contract that is the result of this contract.

VI. PRICING ADJUSTMENTS

- Bidders are instructed to bid the unit price on the item(s) specified, and/or percentage discount for catalog items. Prices for all goods shall be firm for the one-year period and shall be stated on the Price Sheet. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored.

- Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph.

- During the term of the awarded contract, the contract price may be adjusted as follows. Provided, however, the Index-Based Adjustments provision is the default adjustment provision. The adjustment provisions are not cumulative. The price adjustments below are subject to the change order limitations in Loc. Gov. Code § 252.048, as well as to the availability of appropriated funds.

  1. Cost-Based Adjustments due to Tariffs: It is understood and recognized that certain markets providing essential materials for municipal utilities pipes, parts, and fittings are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of the awarded contract that may impact price, availability, and delivery time frames ("Potentially Time and Price-Impacted Material(s)"). These fluctuations are due changes in tariffs established by the federal government, which may result in increases or decreases of contract pricing. It is intended that the awarded contract will provide for a fair allocation of the risk of such market conditions between the City and the successful bidder, which will apply only to the Potentially Time and Price-Impacted Materials(s) which are noted as such on the Pricing Form made part of this ITB.

     a. Baseline Price. The Unit Prices on the submitted Pricing Form will be considered the market prices as of the date of the awarded contract ("Baseline Price(s)").

     b. Adjustment in Baseline Price. If during the term of the awarded contract a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either party may notify the other in writing within thirty (30) days from the date the basis for an equitable adjustment to the contract price arises and will provide appropriate documentation substantiating such requested adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted

Material: (1) will not include any amount for overhead and profit; and (2) will factor in Adjusted Baseline Price(s).

i. In the event of a decrease in the Baseline Price, the contract price will be equitably adjusted to reflect such decrease, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.

ii. In the event of an increase in the Baseline Price, the contract price will be equitably adjusted to reflect such increase, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.

iii. No adjustment will be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the awarded contract prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of the successful bidder, its subcontractors, and material suppliers.

[PLEASE SEE FOLLOWING PRICE SHEET]

Date: 12/10/2019

To: Prospective Bidders

Subject: Addendum No. 1
Answers to Questions

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/18/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Line #361 - 2" Auto Flusher, is there any more description available?

Please see attachment.

Line #554-557 under Concrete Riser Donuts, can you provide the size of ring.23-1/2" / 24" / 36"???

Yes, please include all of this size.

Line #550-563 Still under Concrete riser Donuts, 2"/3"/4"/6" METAL RINGS...Can you provide the size of ring.23-1/2 / 24"/ 36"???

Yes, you have the right concrete donuts sizes and metal riser rings that is the correct sizes also.

What does PTPIM mean?

Please review Appendix J, Scope of Services, Cost-Based Adjustments due to Tariffs: "Potentially Time and Price-Impacted Materials(s)".

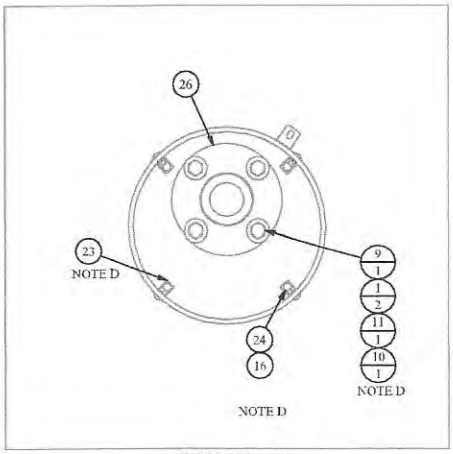
What type of pipe will these go on? Steel, PVC, Copper, Other?

Steel, PVC, HDPE AC

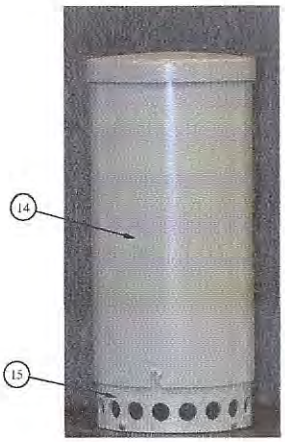
Do you want Carbon Steel Construction?

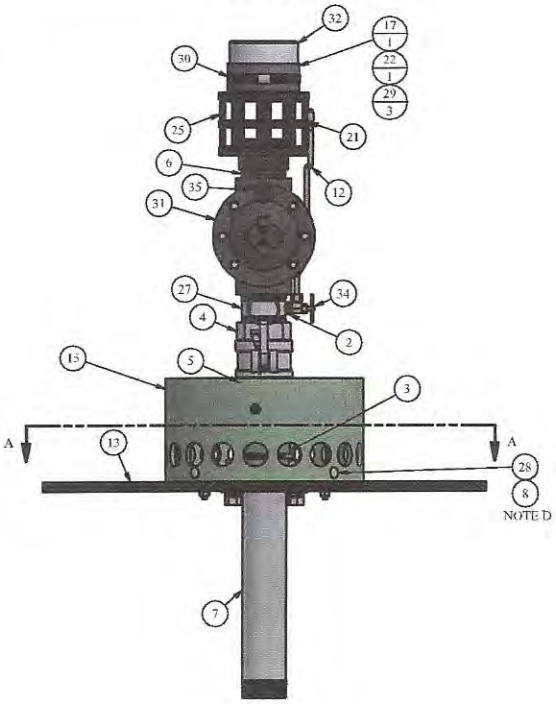
Yes.

PATENTED 9400WC CUT SHEET



SECTION A-A
TOP CUT VIEW





PARTS LIST

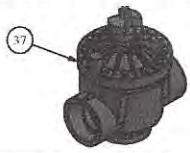
ITEM	QTY	PART NUMBER	DESCRIPTION	NOTES
1	8	1/2WSS	1/2" S.S. FLAT WASHER	
2	1	1/4 X 1/8SHB	1/4" x 1/8" S.S. HEX BUSHING	
3	1	2PVCC	2" SCH. 80 PVC COUPLING	
4	1	2QD-DSS	2" S.S. "D" QUICK DISCONNECT	
5	1	2QD-FSS	2" S.S. "F" QUICK DISCONNECT	
6	1	2SSCN	2" S.S. CLOSE NIPPLE	
7	1.19	2SSP	2" S.S. PIPE	
8	8	345-N-9400	1/4" S.S. NUT	
9	4	628A-B-SS	S.S. FLANGE BOLT	
10	4	629A-N-SS	S.S. FLANGE NUT	
11	4	7629	S.S. FLANGE LOCK WASHER	
12	1.33	88-7	1/4" COPPER TUBING	
13	1	9402WC	PLATFORM FOR 9400WC	C
14	1	9403	COVER FOR 9400	C
15	4	9404	BASE FOR 9400	C
16	4	9419	S.S. WASHER FOR MOUNTING BRACKET TO PLATFORM	
17	1	9431	CONTROLLER COVER (BOTTOM)	A,C
18	1	9432	VALVE COVER	A,C
19	1	9433	SOLENOID COVER	A,C
20	1	9434	CONTROLLER COVER (TOP)	A,C
21	1	9435	SAMPLING POINT COVER	C
22	1	9436	CONTROLLER WASHER	
23	4	9437	S.S. L BRACKET	
24	4	9438	S.S. BOLT FOR MOUNTING BRACKET TO PLATFORM	
25	1	9439	WATER DIVERTER	
26	1	9440	2" SCH. 80 PVC THREADED FLANGE	
27	1	9442	2" S.S. NIPPLE	
28	4	9470	S.S. BOLT FOR BASE TO MOUNTING BRACKET	
29	3	9471	SCREW FOR PLASTIC CAP	
30	1	9477	S.S. HOSE CLAMP FOR CONTROLLER	C
31	1	9515	2" ICV VALVE	C
32	1	9517	VALVE CONTROLLER	
33	2	9518	9 VOLT BATTERY	A
34	1	9824	90° BRASS NEEDLE VALVE	
35	1	HV458200	SOLENOID	
OPTIONS / REPAIR PARTS LIST				
36	0	9469	DE-CHLORINATION BASKET	C
37	0	9516	2" PGV VALVE	C
ICV PARTS LIST (6 BOLTS)				
*		HV365400	9515 VALVE SPRING	A,C
*		HV365500	9515 VALVE BODY	A,C
*		HV365900	9515 DIAPHRAGM SUPPORT	A,C
*		HV366700	9515 BONNET BOLT	A,C
*		HV371600	9515 E-CLIP RETAINER	A,C
*		HV374500	9515 DIAPHRAGM ASSEMBLY	A,C
*		HV380600	9515 BONNENT	A,C
*		HV560800	9515 FLOW CONTROL ASSEMBLY	A,C
*		HV561200	9515 FLOW CONTROL KNOB	A,C
*		HV561500	9515/9516 BLEED SCREW	A,C
PGV PARTS LIST (12 BOLTS)				
*		HV412700	9516 FLOW CONTROL HANDLE	A,C
*		HV414200	9516 VALVE SPRING	A,C
*		HV414600	9516 FLOW CONTROL ASSEMBLY	A,C
*		HV414800	9516 DIAPHRAGM SUPPORT	A,C
*		HV415400	VALVE PLUG O-RING	A,C
*		HV415500	9516 BONNENT	A,C
*		HV415600	9516 DIAPHRAGM ASSEMBLY	A,C
*		HV419300	BODY PLUG	A,C
*		HV433300	9516 VALVE BODY	A,C
*		HV472800	9516 BONNENT SCREW	A,C

REPAIR KITS

PART NUMBER	DESCRIPTION	PARTS INCLUDED
X9400WC-SAMPLING	9400WC SAMPLING POINT COMPLETE	1/4 x 1/8SHB BUSHING (1), 9824 NEEDLE VALVE (1), 88-7 TUBING (1.33), 9435 SAMPLING POINT COVER (1)
X9400WC-UP	9400WC UPPER ASSEMBLY	9517 CONTROLLER (1), 9518 BATTERY (2), 9434 CONTROLLER COVER (TOP) (1), 9431 CONTROLLER COVER (BOTTOM) (1), 9477 CLAMP (1), 9436 WASHER (1), 9471 SCREW (3), 9439 DIVERTER (1), 1/4 x 1/8SHB BUSHING (1), 9824 NEEDLE VALVE (1), 88-7 TUBING (1.33), 9435 SAMPLING POINT COVER (1), 9515 2" ICV VALVE (1), 9432 VALVE COVER (1), 9442 NIPPLE (1), 2QD-DSS DISCONNECT (1), 9433 SOLENOID COVER (1), 2SSCN 2" NIPPLE (1)
X9517	CONTROLLER WITH BATTERIES (WARM CLIMATES)	9517 CONTROLLER (1), 9518 BATTERY (2), 9434 COVER (TOP) (1), HV458200 SOLENOID (1)
OPTIONAL REPAIR KITS		
X380600	9515 BONNET COMPLETE	HV380600 BONNET (1), HV561200 KNOB (1), HV561500 BLEED SCREW (1), HV371600 E-CLIP (1), HV560800 FLOW CONTROL (1)

9469 DECHLORE BASKET

9516 PGV VALVE



X9400WC-UP ASSEMBLY

NOTE	DESCRIPTION
A	NOT SHOWN
C	SOLD AS REPLACMENT PART
D	BOLT ASSEMBLY USED ON ALL SIMILAR HOLES/BRACKETS

DISCLAIMER
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LEGEND

X → STANDARD TAG

X/Y → TAG WITH Y QUANTITY

DRAWN SMS	10/25/2017	
CHECKED DCL	7/31/2018	
MODIFIED		
SIZE C	SCALE 1/5	
DWG NO #9400WC Cut_Rev0	SHEET 1 OF 1	REV 0

Do you want that with an Epoxy Coat?

Yes

Do you need these in 304 Stainless steel?

Yes.

Is Buna-N Gasket ok for all sizes?

Yes, all of this answer refer to Tapping Saddles.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Michael D Norris — 12.13.19

Authorized Signature — **Date**

Michael D. Norris — CPR Services & Supplies Inc. dba MDN Enterprises

Printed Name — **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2019

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
Fred Wetz Insurance Agency
21543 W. Martin Dr.
Porter, Texas 77365

CONTACT NAME: Fred Wetz
PHONE (A/C, No, Ext): 281-354-5770 FAX (A/C, No): 281-354-5567
E-MAIL ADDRESS: fwetz@wetzinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Allied Property & Casualty Insurance	
INSURER B: Allied Property & Casualty Insurance	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CPR Services & Supplies, Inc.
DBA MDN Enterprises
21371 US Hwy. 59 N
New Caney, Texas 77357

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	[ ]	[ ]	ACP BPWD 72 6 5737900	09/15/2019	09/15/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS	[ ]	[ ]	ACP BAPD 72 6 5737900	09/15/2019	09/15/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/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

City of Galveston

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-571174

Date Filed:
12/18/2019

Date Acknowledged:

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

CPR SERVICES & SUPPLIES, INC. dba MDN ENTERPRISES
NEW CANEY, 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.

20-002
Municipal Pipe, Parts and Fittings Materials

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. [X]

6 UNSWORN DECLARATION

My name is Michael D. Norris, and my date of birth is 08-28-1956.

My address is 21371 U.S. Hwy 59 N. (street), New Caney (city), TX (state), 77357 (zip code), Montgomery (country)

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

Executed in Montgomery County, State of Texas, on the 18 day of December (month), 2019 (year).

Michael D Norris
Signature of authorized agent of contracting business entity
(Declarant)

CITY OF GALVESTON PUBLIC WORKS DEPARTMENT
BID 20-002 MUNICIPAL UTILITIES PIPE, PARTS AND FITTING MATERIALS

PRICE SHEET

BIDDER: CPR SERVICES & SUPPLIES, INC dba MDN ENTERPRISES

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	TAPPING SADDLES: OD RANGE 2.38 TO 2.50			
1	2" X 1"	Each	24.14	Y
2	2" X 3/4"	Each	24.14	Y
	TAPPING SADDLES: OD RANGE 3.46 TO 3.96			
3	3" x 3/4"	Each	25.12	Y
4	3" x 1"	Each	25.12	Y
5	4" x 2"	Each	30.19	Y
6	4" x 1-1/2"	Each	30.41	Y
7	4" X 1"	Each	30.19	Y
8	4" X 3/4"	Each	30.41	Y
	TAPPING SADDLES / SLEEVES : OD RANGE 6.90 TO 7.56			
9	6" X 4"	Each	118.69	Y
10	6" X 2"	Each	33.22	Y
11	6" X 1-1/2"	Each	33.22	Y
12	6" X 1"	Each	28.38	Y
13	6" X 3/4"	Each	28.38	Y
	TAPPING SADDLES / SLEEVES : ODO RANGE 9.05 TO 9.74			
14	8" X 6"	Each	525.34	Y
15	8" X 4"	Each	151.49	Y
16	8" X 2"	Each	39.99	Y
17	8" X 1-1/2"	Each	39.99	Y
18	8" X 1"	Each	33.65	Y
19	8" X 3/4"	Each	33.65	Y
	TAPPING SADDLES / SLEEVES: OD RANGE 11.10 TO 12.12			
20	10" X 8"	Each	739.02	Y
21	10" X 6"	Each	608.22	Y
22	10" X 4"	Each	561.73	Y
23	10" X 2"	Each	44.92	Y
24	10" X 1-1/2"	Each	44.92	Y
25	10" X 1"	Each	36.76	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	TAPPING SADDLES / SLEEVES : OD RANGE 13.20 TO 14.38			
26	10" X 3/4"	Each	36.76	Y
27	12" X 10"	Each	1106.64	Y
28	12" X 8"	Each	872.08	Y
29	12" X 6"	Each	695.08	Y
30	12" X 4"	Each	626.95	Y
31	12" X 2"	Each	53.60	Y
32	12" X 1-1/2"	Each	53.60	Y
33	12" X 1"	Each	42.53	Y
34	12" X 3/4"	Each	42.53	Y
	TAPPING SADDLES / SLEEVES : OD RANGE 17.40 TO 17.94			
35	16" X 2"	Each	118.95	Y
36	16" X 1-1/2"	Each	118.95	Y
37	16" X 1"	Each	111.26	Y
38	20" X 2"	Each	173.35	Y
39	20" X 1-1/2"	Each	173.35	Y
40	20" X 1"	Each	165.49	Y
	PVC METER BOX W/READER LID			
41	D-1200	Each	14.92	Y
42	D-1500	Each	27.89	Y
43	DFW 37C-12-AF3M (Single)	Each	84.97	Y
44	DFW 38C-14-AF3M (Dual)	Each	119.77	Y
45	DFW A4C-12-AF3M (Jumbo)	Each	185.49	Y
	BROOKS PRODUCTS			
46	CEMENT METERBOX COVER W/ CI READER LID	Each	28.56	Y
47	CONCRETE DUAL METER BOX COMPETE	Each	32.93	Y
	CONCRETE METER BOXES COMPLETE			
48	36H	Each	50.46	Y
49	37H	Each	54.38	Y
50	65H	Each	84.84	Y
	CURBSTOP FIP X FIP			
51	3/4"	Each	49.60	Y
52	1"	Each	73.77	Y
53	1-1/2"	Each	148.00	Y
54	2"	Each	214.95	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).
Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	CURBSTOP FEMALE IP X PACK JOINT			
55	3/4"	Each	36.47	Y
56	1"	Each	81.98	Y
57	1-1/2"	Each	174.27	Y
58	2"	Each	242.25	Y
	CORP STOPS C.C. X P. JOINT			
59	3/4"	Each	28.89	Y
60	1"	Each	43.71	Y
61	1-1/2"	Each	125.99	Y
62	2"	Each	208.44	Y
	COUPLINGS P. JOINT X P. JOINT			
63	3/4"	Each	16.13	Y
64	1"	Each	18.45	Y
65	1-1/4"	Each	31.85	Y
66	1-1/2"	Each	61.75	Y
67	2"	Each	83.38	Y
	BRASS ADAPTERS FEMALE IRON PIPE X PACK JOINT			
68	3/4"	Each	13.94	Y
69	1"	Each	18.89	Y
70	1-1/2:	Each	54.99	Y
71	2"	Each	65.45	Y
	BRASS ADAPTERS MALE IRON PIPE X PACK JOINT			
72	3/4"	Each	13.25	Y
73	1"	Each	15.69	Y
74	1-1/2:	Each	42.98	Y
75	2"	Each	62.62	Y
	FLARE X P JOINT ADAPTORS			
76	3/4"	Each	15.08	Y
77	1"	Each	22.16	Y
78	1-1/2:	Each	51.20	Y
79	2"	Each	79.84	Y
	PVC COMP. COUPLING			
80	3/4"	Each	23.56	Y
81	1"	Each	40.00	Y
82	1-1/4"	Each	57.39	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	PVC COMP. COUPLING (Continued)			
83	1-1/2:	Each	78.06	Y
84	2"	Each	118.08	Y
85	2-1/2"	Each	NO BID/NOT MADE	Y
	BRASS BUSHINGS			
86	3/4" x 1/2"	Each	1.57	Y
87	1" x 3/4"	Each	2.38	Y
88	1-1/2" x 3/4"	Each	6.33	Y
89	1-1/2" x 1"	Each	5.18	Y
90	2" x 3/4"	Each	9.24	Y
91	2" x 1"	Each	9.24	Y
92	2" x 1-1/2"	Each	7.67	Y
	BRASS TEE'S			
93	2" x 2" x 2"	Each	20.29	Y
94	1" x 1" x 1"	Each	6.42	Y
95	1-1/2" x 1-1/2" x 1-1/2"	Each	12.38	Y
96	3/4" x 3/4" x 3/4"	Each	3.61	Y
97	1" x 3/4" x 3/4"	Each	8.61	Y
98	3/4" x 3/4" x 1"	Each	8.61	Y
	BRASS ELBOW'S			
99	3/4" x 3/4"	Each	2.94	Y
100	1" x 1"	Each	4.53	Y
101	1-1/2" x 1-1/2"	Each	9.00	Y
102	2" x 2"	Each	14.65	Y
103	2" x 3/4"	Each	20.55	Y
104	2" x 1"	Each	20.55	Y
105	2" x 1-1/2"	Each	20.55	Y
106	1-1/2" X 3/4"	Each	11.14	Y
107	1-1/2" X 1"	Each	11.14	Y
108	1" X 3/4"	Each	5.65	Y
	BRASS BELL REDUCERS			
109	2" X 1-1/2"	Each	14.41	Y
110	2" X 1"	Each	16.23	Y
111	2" X 3/4"	Each	16.23	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	BRASS BELL REDUCERS (Continued)			
112	1-1/2" X 1"	Each	9.69	Y
113	1-1/2" X 3/4"	Each	10.92	Y
114	1" X 3/4"	Each	4.75	Y
115	2" X 1-1/4"	Each	14.41	Y
116	1-1/4" X 1"	Each	7.67	Y
117	1-1/4" X 3/4"	Each	7.67	Y
	BRASS FITTINGS NIPPLES			
118	1/2" X CLOSE	Each	.89	Y
119	1/2" X 1-1/2"	Each	1.02	Y
120	1/2" X 2"	Each	1.20	Y
121	1/2" X 3"	Each	1.67	Y
122	1/2" X 4"	Each	2.19	Y
123	1/2" X 5"	Each	2.61	Y
124	1/2" X 6"	Each	3.18	Y
125	3/4" X CLOSE	Each	1.27	Y
126	3/4" X 1-1/2"	Each	1.35	Y
127	3/4" X 2"	Each	1.60	Y
128	3/4" X 3"	Each	2.14	Y
129	3/4" X 4"	Each	2.79	Y
130	3/4" X 5"	Each	3.35	Y
131	3/4" X 6"	Each	4.07	Y
132	1" X CLOSE	Each	1.87	Y
133	1" X 1-1/2"	Each	2.31	Y
134	1" X 2"	Each	2.31	Y
135	1" X 3"	Each	3.10	Y
136	1" X 4"	Each	4.04	Y
137	1" X 5"	Each	4.98	Y
138	1" X 6"	Each	5.95	Y
139	1-1/2" X CLOSE	Each	3.67	Y
140	1-1/2" X 1-1/2"	Each	3.67	Y
141	1-1/2" X 2"	Each	3.95	Y
142	1-1/2" X 3"	Each	5.44	Y
143	1-1/2" X 4"	Each	7.09	Y
144	1-1/2" X 5"	Each	8.81	Y
145	1-1/2" X 6"	Each	10.47	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	BRASS FITTINGS NIPPLES (Continued)			
146	2" X CLOSE	Each	5.59	Y
147	2" X 1-1/2"	Each	5.59	Y
148	2" X 2"	Each	5.59	Y
149	2" X 3"	Each	6.97	Y
150	2" X 4"	Each	9.12	Y
151	2" X 5"	Each	11.27	Y
152	2" X 6"	Each	13.46	Y
	BRASS COUPLING			
153	3/4"	Each	2.38	Y
154	1"	Each	3.61	Y
155	1-1/2:	Each	7.67	Y
156	2"	Each	12.63	Y
	METER COUPLING			
157	3/4" X 2"	Each	8.55	Y
158	3/4" X 2-1/2"	Each	10.18	Y
159	1" X 2-5/8"	Each	13.17	Y
	OVAL DUAL METER FLANGE KITS			
160	1-1/2" FLANGE KITS BRASS	Each	49.47	Y
161	2" FLANGE KITS BRASS	Each	51.58	Y
	GALVANIZED NIPPLES			
162	2" x ALL THREAD	Each	1.79	Y
163	2' X 3"	Each	2.01	Y
164	3" x ALL THREAD	Each	6.38	Y
165	3" X 2"	Each	6.38	Y
	GALVANIZED THREAD COUPLINGS			
166	1 1/2"	Each	3.91	Y
	GALVANIZED PIPES			
167	1 1/2"	Linear Feet	2.82	Y
	GALVANIZED BUSHING			
168	2" X 1-1/2"	Each	3.19	Y
	GALVANIZED BELL REDUCERS			
169	4" X 3"	Each	41.41	Y
170	4" x 2"	Each	41.41	Y
	3/4" EYEBOLTS DUCTILE			
171	4" FITTING	Each	2.20	Y
172	6" FITTING	Each	2.20	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	3/4" EYEBOLTS DUCTILE (Continued)			
173	8" FITTING	Each	2.20	Y
174	10" FITTING	Each	2.20	Y
	5/8" EYEBOLTS DUCTILE			
175	4" FITTING	Each	1.85	Y
176	6" FITTING	Each	1.85	Y
177	8" FITTING	Each	1.85	Y
178	10" FITTING	Each	1.85	Y
	3/4" TEEBOLTS DUCTILE			
179	4" FITTING	Each	1.25	Y
180	6" FITTING	Each	1.25	Y
181	8" FITTING	Each	1.25	Y
182	10" FITTING	Each	1.25	Y
	5/8" TEEBOLTS DUCTILE			
183	4" FITTING	Each	NO BID/NOT MADE	Y
184	6" FITTING	Each	NO BID/NOT MADE	Y
185	8" FITTING	Each	NO BID/NOT MADE	Y
186	10" FITTING	Each	NO BID/NOT MADE	Y
	MEGA LUGS GLAND PACKS			
187	3" FOR PVC PIPE	Each	26.27	Y
188	4" FOR PVC PIPE	Each	28.27	Y
189	6" DUCTILE IRON PIPE	Each	30.39	Y
190	6" FOR C-900	Each	35.40	Y
191	8" DUCTILE IRON PIPE	Each	41.41	Y
192	8" FOR C-900	Each	47.75	Y
193	10" DUCTILE IRON PIPE	Each	58.88	Y
194	10" FOR C-900	Each	83.15	Y
195	12" DUCTILE IRON PIPE	Each	79.15	Y
196	12" FOR C-900	Each	87.26	Y
	TRANSITION GASKETS			
197	2"	Each	2.43	Y
198	3"	Each	2.78	Y
199	4"	Each	3.13	Y
200	6"	Each	3.47	Y
201	8"	Each	5.21	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ CAPS			
202	4" X 2"	Each	24.32	Y
203	3" X 2"	Each	24.00	Y
204	6' X 2"	Each	33.47	Y
205	8" X 2"	Each	46.42	Y
206	10 X 2"	Each	54.95	Y
207	12 X 2"	Each	76.42	Y
	TAPPED OUT PLUGS MJ			
208	4" X 2"	Each	26.84	Y
209	6' X 2"	Each	39.47	Y
210	8" X 2"	Each	53.13	Y
211	10 X 2"	Each	83.37	Y
212	12 X 2"	Each	81.79	Y
	GLAND PACKS			
213	3" CAST IRON PIPE	Each	9.03	Y
214	4" C-900 & DUCTILE IRON PIPE	Each	11.81	Y
215	6" C-900 & DUCTILE IRON PIPE	Each	16.38	Y
216	8" C-900 & DUCTILE IRON PIPE	Each	18.06	Y
217	10" C-900 & DUCTILE IRON PIPE	Each	26.05	Y
218	12" C-900 & DUCTILE IRON PIPE	Each	27.09	Y
219	16" C-900 & DUCTILE IRON PIPE	Each	44.12	Y
220	20" C-900 & DUCTILE IRON PIPE	Each	78.85	Y
	FRICTION CLAMP - EILSEN			
221	3"	Each	17.47	Y
222	4"	Each	20.79	Y
223	6"	Each	22.11	Y
224	8"	Each	24.84	Y
225	10"	Each	26.21	Y
226	12"	Each	31.47	Y
	VALVE BOX			
227	"A" BOX W/LID	Each	27.37	Y
228	DALLAS SHORT VALVE BOX	Each	26.32	Y
	LUG WASHERS			
229	1/2"	Each	2.25	Y
230	5/8"	Each	2.25	Y
231	3/4"	Each	2.25	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	ALL THREAD ROD ZINC PLATED			
232	1/2" X 10'	Each	NO BID/NOT MADE	N
233	5/8" X 10'	Each	12.74	Y
234	3/4" X 10'	Each	16.32	Y
	DUCTILE IRON BODY ELBOWS MJ 90			
235	4"	Each	31.26	Y
236	6"	Each	51.16	Y
237	8"	Each	74.21	Y
238	10"	Each	117.79	Y
239	12"	Each	158.53	Y
240	16"	Each	394.96	Y
241	20"	Each	662.78	Y
	DUCTILE IRON BODY ELBOWS MJ 45			
242	4"	Each	25.89	Y
243	6"	Each	41.68	Y
244	8"	Each	60.63	Y
245	10"	Each	87.79	Y
	DUCTILE IRON BODY ELBOWS SM 45 (Continued)			
246	12"	Each	131.06	Y
247	16"	Each	282.41	Y
248	20"	Each	432.13	Y
	MJ to MJ ADAPTORS			
249	4"	Each	63.16	Y
250	6"	Each	84.21	Y
251	8"	Each	117.89	Y
252	10"	Each	171.16	Y
253	12"	Each	178.95	Y
254	16"	Each	342.63	Y
	SLEEVES MJ x 12" DUCTILE IRON BODY			
255	4"	Each	27.80	Y
256	6"	Each	46.42	Y
257	8"	Each	75.16	Y
258	10"	Each	89.68	Y
259	12"	Each	120.95	Y
260	16"	Each	254.27	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SLEEVES MJ x 12" DUCTILE IRON BODY (Continued)			
261	20"	Each	392.18	Y
262	24"	Each	516.54	Y
	SLEEVES MJ x 7.5" DUCTILE IRON BODY			
263	3"	Each	20.84	Y
264	4"	Each	19.58	Y
265	6"	Each	34.74	Y
266	8"	Each	45.16	Y
267	10"	Each	81.47	Y
268	12"	Each	91.58	Y
269	16"	Each	213.79	Y
270	20"	Each	330.63	Y
	BELL JOINT CLAMP FOR CAST IRON LEAD JOINTS			
271	6"	Each	121.24	Y
272	8"	Each	167.53	Y
273	10"	Each	210.51	Y
274	12"	Each	227.67	Y
275	30"	Each	1152.34	Y
	TEE'S MJ DUCTILE BODY			
276	4"	Each	41.05	Y
277	6"	Each	73.89	Y
278	8"	Each	110.53	Y
279	10"	Each	157.89	Y
280	12"	Each	220.42	Y
	MJ SWIVEL TEE'S DUCTILE BODY			
281	6" x 4"	Each	NO BID/NOT MADE	Y
282	6" x 6"	Each	84.95	Y
283	8" x 4"	Each	NO BID/NOT MADE	Y
284	8" x 6"	Each	106.42	Y
285	10" x 6"	Each	134.84	Y
286	10" x 8"	Each	179.05	Y
287	12" x 6"	Each	153.16	Y
288	12" x 8"	Each	NO BID/NOT MADE	Y
	MJ REDUCER DUCTILE BODY			
289	4" x 2"	Each	37.26	Y
290	4" x 3"	Each	26.84	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ REDUCER DUCTILE BODY (Continued)			
291	6" x 3"	Each	35.37	Y
292	6" x 4"	Each	29.68	Y
293	8" x 4"	Each	40.74	Y
294	8" x 6"	Each	43.26	Y
295	10" x 6"	Each	55.58	Y
296	10" x 8"	Each	61.26	Y
297	12" x 6"	Each	73.58	Y
298	12" x 8"	Each	75.16	Y
299	12" x 10"	Each	83.37	Y
	FLANGE ADAPTERS (ZIP FLANGE)			
300	3"	Each	20.17	Y
301	4"	Each	27.26	Y
302	6"	Each	29.37	Y
303	8"	Each	40.79	Y
304	10"	Each	73.26	Y
305	12"	Each	85.45	Y
306	16"	Each	243.38	Y
	MJ ACCESSORY SET W/TRANSITION GASKET			
307	3"	Each	9.38	Y
308	4"	Each	12.51	Y
309	6"	Each	16.67	Y
310	8"	Each	19.11	Y
311	10"	Each	26.75	Y
312	12"	Each	27.44	Y
	MJ SOLID x SWIVEL ADAPTOR x 13"			
313	4"	Each	47.37	Y
314	6"	Each	84.00	Y
315	8"	Each	107.37	Y
316	10"	Each	191.05	Y
317	12"	Each	283.26	Y
	MJ SOLID x SWIVEL ADAPTOR x 18"			
318	4"	Each	NO BID/NOT MADE	Y
319	6"	Each	NO BID/NOT MADE	Y
320	8"	Each	NO BID/NOT MADE	Y
321	10"	Each	NO BID/NOT MADE	Y
322	12"	Each	NO BID/NOT MADE	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ SOLID x SWIVEL ADAPTOR x 24"			
323	4"	Each	NO BID/NOT MADE	Y
324	6"	Each	NO BID/NOT MADE	Y
325	8"	Each	NO BID/NOT MADE	Y
326	10"	Each	NO BID/NOT MADE	Y
327	12"	Each	NO BID/NOT MADE	Y
	OFFSETS MJ CAST IRON			
328	6" x 12"	Each	110.53	Y
329	6" x 18"	Each	135.16	Y
330	6" x 24"	Each	171.16	Y
331	8" x 12"	Each	157.26	Y
332	8" x 18"	Each	196.42	Y
333	8" x 24"	Each	279.16	Y
	OFFSETS MJ SWIVEL GRADELOCK			
334	6" x 6"	Each	197.96	Y
335	6" x 12	Each	348.89	Y
336	6" x 24"	Each	444.55	Y
	HYDRANT AMERICAN DARLING B-84-B / MUELLER SUPER CENTURIAN 200 W/STORZ NOZZLE SS BOLTS			
337	2-1/2' AD B-84-B	Each	1746.57	Y
338	3' AD B-84-B	Each	1782.00	Y
339	4' AD B-84-B	Each	1852.86	Y
340	5' AD B-84-B	Each	1923.73	Y
341	2-1/2' MSC 200	Each	1746.57	Y
342	3' MSC 200	Each	1782.00	Y
343	4' MSC 200	Each	1852.86	Y
344	5' MSC 200	Each	1923.73	Y
	HYDRANT EXTENSION / MUELLER IMPROVED AD B-84-B, B-62-B			
345	6" MI	Each	288.10	Y
346	12" MI	Each	350.20	Y
347	18" MI	Each	389.91	Y
348	6" AD B-84-B	Each	190.00	Y
349	12" AD B-84-B	Each	221.33	Y
350	18" AD B-84-B	Each	252.67	Y
351	6" AD B-62-B	Each	215.38	Y
352	12" AD B-62-B	Each	254.63	Y
353	18" AD B-62-B	Each	287.93	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SS BOLTS			
354	3/4" X 2 1/2" BOLTS SS	Each	8.55	Y
355	3/4" NUTS SS	Each	1.50	Y
356	5/8" X 3" BOLTS SS	Each	5.55	Y
357	5/8" NUTS SS	Each	1.25	Y
358	1/2" X 3" SS	Each	4.82	Y
359	1/2" NUTS SS	Each	1.00	Y
	FIRE HYDRANT F TO M REDUCER (HOSE CONNECTOR)			
360	2-1/2" x 2"	Each	49.97	Y
	AUTO FLUSHER			
361	2"	Each	3407.00	Y
	CHECK VALVES			
362	2" SWING BRASS F X F	Each	39.46	Y
	STAINLESS STEEL AIR RELIEVE VALVES			
363	2"	Each	3155.56	Y
	BARRELL LOCKS			
364	TAMPER PROOF	Each	4.61	Y
365	TAMPER PROOF KEYS	Each	18.83	Y
	METER WASHERS			
366	3/4" X 1/16" FIBER	Each	.10	Y
367	1" X 1/16" FIBER	Each	.12	Y
368	3/4" X 1/8" RUBBER	Each	.14	Y
369	1" X 1/8" RUBBER	Each	.19	Y
370	1 1/2" DROP GASKETS RUBBER	Each	1.67	Y
371	2" DROP GASKETS RUBBER	Each	1.94	Y
	WILKINS ZURN BACKFLOW PREVENTER			
372	2" REDUCED PRESSURE FNPT X FNPT	Each	617.18	Y
	FIRE HOSE PIN LUG SWIVEL ADAPTER			
373	2 1/2" X 2"	Each	27.50	Y
	HYDRANT REPAIR KITS MUELLER IMPROVED (BEFORE 1972)			
374	BONNETT REPAIR KIT	Each	29.68	Y
375	BREAKAWAY KIT	Each	125.26	Y
376	1' RISER	Each	350.20	Y
377	2' RISER	Each	441.82	Y
378	MAIN VALVE KIT	Each	653.25	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MUELLER SUPER CENTURION 200			
379	BONNETT REPAIR KIT	Each	32.47	Y
380	BREAKAWAY KIT	Each	116.91	Y
381	1' RISER	Each	317.62	Y
382	2' RISER	Each	407.21	Y
383	MAIN VALVE KIT	Each	390.77	Y
384	HYDRANT LUBRICANT (1 Gallon)	Each	30.61	Y
385	WHITE FOOD GREASE	Each	11.13	Y
	AMERICAN DARLING B-84-B			
386	BONNETT REPAIR KIT	Each	51.02	Y
387	BREAKAWAY KIT	Each	103.45	Y
388	1' RISER	Each	221.33	Y
389	2' RISER	Each	284.02	Y
390	MAIN VALVE KIT	Each	557.26	Y
	AMERICAN DARLING B-62-B			
391	BONNETT REPAIR KIT	Each	51.02	Y
392	BREAKAWAY KIT	Each	114.12	Y
393	MAIN VALVE KIT	Each	555.31	Y
	TRUE TAPPING VALVES (FLANGE X MJ) RESILIENT SEATED OPEN LEFT			
394	4"	Each	412.92	Y
395	6"	Each	582.90	Y
396	9"	Each	865.83	Y
397	10"	Each	1305.31	Y
398	12"	Each	1971.25	Y
	GATE VALVES MJ X MJ RESILIENT SEATED (OPEN LEFT - AWWA C515)			
399	3"	Each	287.09	Y
400	4"	Each	327.38	Y
401	6"	Each	417.96	Y
402	9"	Each	665.10	Y
403	10"	Each	1036.92	Y
404	12"	Each	1312.02	Y
	GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT - AWWA C515)			
405	4"	Each	312.09	Y
406	6"	Each	417.96	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT (AWWA C515) (Continued)			
407	8"	Each	652.80	Y
408	10"	Each	1036.92	Y
409	12"	Each	1252.20	Y
	GATE VALVES FLANGE X FLANGE RS OL			
410	3"	Each	430.65	Y
411	4"	Each	492.58	Y
412	6"	Each	639.68	Y
413	8"	Each	977.10	Y
414	10"	Each	1435.81	Y
415	12"	Each	1869.35	Y
	ALL SS REPAIR CLAMP SECTION FULL CIRCLE CLAMPS			
416	30" PIPE OD 32.00 32.74	Each	710.35	Y
417	20" PIPE OD 21.60 X 12"	Each	650.72	Y
418	16" PIPE OD 17.40-19.19 X 12"	Each	445.28	Y
419	16" PIPE OD 17.40-19.19 X 15"	Each	525.47	Y
420	12" PIPE OD 13.20-14.44 X 12"	Each	228.72	Y
421	12" PIPE OD 13.20-14.44 X 15"	Each	417.33	Y
422	10" PIPE OD 11.10-12.22 X 12"	Each	301.18	Y
423	10" PIPE OD 11.10-12.22 X 15"	Each	390.77	Y
424	8" PIPE OD 9.05-9.74 X 7-1/2"	Each	115.75	Y
425	8" PIPE OD 9.05-9.74 X 12"	Each	167.94	Y
426	8" PIPE OD 9.05-9.74 X 15"	Each	218.23	Y
427	6" PIPE OD 6.90-7.56 X 7-1/2"	Each	101.53	Y
428	6" PIPE OD 6.90-7.56 X 12"	Each	151.17	Y
429	6" PIPE OD 6.90-7.56 X 15"	Each	191.18	Y
430	6" PIPE/STEEL (PVC) 6.30 OD 7-1/2"	Each	100.27	Y
431	6" PIPE/STEEL (PVC) 6.30 OD 12"	Each	149.92	Y
432	6" PIPE/STEEL (PVC) 6.30 OD 15"	Each	189.75	Y
433	4" PIPE OD 4.80-5.57 X 7-1/2"	Each	87.28	Y
434	4" PIPE OD 4.80-5.57 X 12"	Each	136.62	Y
435	4" PIPE OD 4.80-5.57 X 15"	Each	163.18	Y
436	4" STEEL (PVC) OD 4.50-5.00 X 7-1/2"	Each	86.62	Y
437	4" STEEL (PVC) OD 4.50-5.00 X 12"	Each	135.68	Y
438	3" STEEL (PVC) OD 4.50-5.00 X 7-1/2"	Each	71.05	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	FULL IRON CLAMP FOR CAST IRON PIPE			
439	2" x 7-1/2"	Each	44.72	Y
440	2" x 12"	Each	73.88	Y
	DRESSER COUPLING FOR GALVANIZED PIPE			
441	2"	Each	31.60	Y
442	1-1/2"	Each	27.89	Y
443	1"	Each	22.36	Y
444	3/4"	Each	21.56	Y
	REDI CLAMPS FOR GALVANIZED PIPE (SMITH & BLAIR 245)			
445	2" x 6"	Each	11.60	Y
446	1-1/2" x 6"	Each	11.04	Y
447	1" x 6"	Each	9.65	Y
448	3/4" x 6"	Each	9.06	Y
449	2" x 3"	Each	6.41	Y
450	1-1/2" x 3"	Each	5.86	Y
451	1" x 3"	Each	5.32	Y
452	3/4" x 3"	Each	4.86	Y
	SMITH, BLAIR-COUPLING FOR CAST IRON PIPE 441			
453	2" OD 2.34-2.63	Each	30.05	Y
454	3" OD 3.80-3.96	Each	49.37	Y
455	4" OD 4.80-5.10	Each	61.72	Y
456	6" OD 6.90-7.22	Each	79.15	Y
457	8" OD 8.99-9.45	Each	100.05	Y
458	10" OD 11.10-11.60	Each	138.92	Y
459	12" OD 13.10-13.50	Each	167.26	Y
	MAXI COUPLING AC TO PVC C 900 PIPE SMITH & BLAIR			
460	4" OD 4.74-5.57	Each	79.47	Y
461	6" OD 6.59-7.60	Each	112.47	Y
462	8" OD 8.90-9.84	Each	131.23	Y
463	10" OD 10.70-11.38/11.4	Each	165.03	Y
464	12 OD 1310 - 1350	Each	195.15	Y
465	16" OD	Each	NO BID/NOT MADE	Y
466	20" OD	Each	NO BID/NOT MADE	Y
	HYMAX COUPLINGS			
467	6" OD range 6.42-7.68	Each	193.79	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	HYMAX COUPLINGS (Continued)			
468	8" OD range 8.54-9.84	Each	219.59	Y
469	10" OD range 10.96-12.2	Each	304.00	Y
470	12" OD range 13.15-14.4	Each	407.48	Y
	SMITH, BLAIR-COUPLING FOR GALVANIZED PIPE			
471	2" (411-00000263.900)	Each	31.60	Y
472	1-1/2" (411-00019001-00)	Each	27.89	Y
473	1 1/4"	Each	23.36	Y
	POLYETHYLENE TUBING SDR-9 (Per Linear Foot)			
474	3/4"	Linear Feet	.27	Y
475	1"	Linear Feet	.38	Y
476	1-1/2"	Linear Feet	.79	Y
477	2"	Linear Feet	1.29	Y
	WATER & SEWER PIPE SECTION (Per Linear Foot)			
478	3/4" PVC Pipe Sch 40 w/Bell	Linear Feet	.30	Y
479	1" PVC Pipe Sch 40 w/Bell	Linear Feet	.50	Y
480	1 1/4" PVC Pipe Sch 40 w/Bell	Linear Feet	.72	Y
481	1 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	.78	Y
482	2" PVC Pipe Sch 40 w/Bell	Linear Feet	.86	Y
483	2" PVC Pipe Sch 26 w/Bell	Linear Feet	.67	Y
484	2 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	1.46	Y
485	3" PVC Pipe Sch 40 w/Bell	Linear Feet	1.63	Y
486	4" PVC Pipe Sch 40 w/Bell	Linear Feet	2.48	Y
487	6" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	2.55	Y
488	6" PVC Pipe SDR 35 w/ Bell & Gasket	Linear Feet	1.92	Y
489	8" PVC Pipe Sch 26 w/Bell & Gasket	Linear Feet	4.59	Y
490	8" PVC Pipe Sch 35 w/Bell & Gasket	Linear Feet	3.44	Y
491	10" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	7.19	Y
492	10" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	5.40	Y
493	12" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	10.25	Y
494	12" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	7.75	Y
495	4" PVC Pipe C-900 DR 18	Linear Feet	2.14	Y
496	6" PVC Pipe C-900 DR 18	Linear Feet	4.26	Y
497	8" PVC Pipe C-900 DR 18	Linear Feet	7.37	Y
498	10" PVC-Pipe C-900 DR 18	Linear Feet	11.07	Y
499	12" PVC-Pipe C-900 DR 18	Linear Feet	15.63	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	WATER & SEWER PIPE SECTION - Continued (Per Linear Foot)			
500	16" PVC Pipe C-900 DR 18	Linear Feet	P.O.R.	Y
501	20" PVC-Pipe C-900 DR 18	Linear Feet	P.O.R.	Y
502	24" PVC-Pipe C-905 DR 18	Linear Feet	P.O.R.	Y
	DUCTILE IRON PIPE (Per Linear Foot)			
503	12"	Linear Feet	P.O.R.	Y
504	10"	Linear Feet	P.O.R.	Y
505	8"	Linear Feet	P.O.R.	Y
506	6"	Linear Feet	P.O.R.	Y
507	4"	Linear Feet	P.O.R.	Y
508	3"	Linear Feet	P.O.R.	Y
	SEWER MAIN FITTINGS			
509	8" x 6" Wye SDR 26	Each	54.40	Y
510	10" x 6" Wye SDR 26	Each	121.95	Y
511	12" x 6" Wye SDR 26	Each	166.11	Y
512	8" x 10" SDR 26 TEES	Each	180.06	Y
513	10" x 6" SDR 26 TEES	Each	118.51	Y
514	12" x 6" SDR 26 TEES	Each	155.40	Y
515	6" PVC Coupling SDR 35	Each	14.64	Y
516	6" PVC Coupling SDR 26	Each	35.52	Y
517	8" PVC Coupling SDR 35	Each	24.87	Y
518	8" PVC Coupling SDR 26	Each	43.08	Y
519	10" PVC Couplings SDR 26	Each	63.26	Y
520	10" PVC Couplings SDR 35	Each	55.20	Y
521	12" PVC Couplings SDR 26	Each	91.83	Y
522	12" PVC Couplings SDR 35	Each	80.21	Y
	SHIELDED SEWER COUPLERS			
523	4" Clay to PVC	Each	22.97	Y
524	4" PVC to PVC	Each	15.67	Y
525	4" Concrete to PVC	Each	22.93	Y
526	6" Clay to PVC	Each	38.96	Y
527	6" PVC to PVC	Each	29.85	Y
528	6" Concrete to PVC	Each	45.54	Y
529	8" Clay to PVC	Each	44.32	Y
530	8" PVC to PVC	Each	44.32	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
SHIELDED SEWER COUPLERS (Continued)				
531	8" Concrete to PVC	Each	57.89	Y
532	10" Clay to PVC	Each	57.65	Y
533	10" PVC to PVC	Each	57.65	Y
534	10" Concrete to PVC	Each	71.05	Y
535	12" Clay to PVC	Each	70.57	Y
536	12" PVC to PVC	Each	70.57	Y
537	12" Concrete to PVC	Each	99.64	Y
CONRETE MANHOLES WITH BUTAMASTIC COATING				
538	3 FT Wall	Each	2243.75	Y
539	4 FT Wall	Each	2243.75	Y
540	6 FT Wall	Each	2243.75	Y
541	8 FT Wall	Each	2243.75	Y
542	10 FT Wall	Each	2581.25	Y
543	12 FT Wall	Each	2918.75	Y
CONCRETE RISERS DONUT				
544	2" x 23-1/2"	Each	15.62	Y
545	3" x 23-1/2"	Each	16.87	Y
546	2" x 24"	Each	15.62	Y
547	3" x 24"	Each	16.87	Y
548	2" x 36"	Each	20.00	Y
549	3" x 36"	Each	22.87	Y
550	2" Metal	Each	67.50	Y
551	3" Metal	Each	81.25	Y
552	4" Metal	Each	125.00	Y
553	6" Metal	Each	237.50	Y
554	2' Concrete	Each	62.37	Y
555	3" Concrete	Each	74.75	Y
556	4" Concrete	Each	91.80	Y
557	6" Concrete	Each	108.25	Y
PAM REX RIM & COVER				
558	24"	Each	587.21	Y
559	32"	Each	1053.15	Y
560	36"	Each	1263.15	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	COMPOSITE RIM & COVER			
561	24"	Each	618.38	Y
562	32"	Each	955.35	Y
563	36"	Each	1645.80	Y
	SEWER RING & COVER			
564	23-1/2" Manhole Inflow Protection	Each	31.76	Y
565	35" Manhole Inflow Protection	Each	75.88	Y
566	24" Manhole Inflow Protection	Each	31.76	Y
567	32" Manhole Inflow Protection	Each	75.88	Y
568	36" Manhole Inflow Protection	Each	75.88	Y
569	16 - 1/4" Rim & Cover #V- (Or Approved Equal)	Each	308.00	Y
570	23 - 1/2" Manhole Cover Only	Each	105.26	Y
571	25 - 1/4" Manhole Cover Only	Each	327.00	Y
572	25 - 1/2" Manhole Covers Only	Each	327.00	Y
	SEWER TAP SUPPLIES SECTION			
573	4" PVC Couplings Sch 40	Each	2.37	Y
574	4" PVC Cleanout Threaded	Each	2.94	Y
575	4" PVC Cleanout Caps Sch 40	Each	1.89	Y
575	4" PVC 1/16 Bends Sch 40	Each	9.66	Y
576	4" PVC 1/8 Bends Sch 40	Each	6.75	Y
576	4" PVC 90 Bend Sch 40	Each	5.18	Y
577	4" Clay to PVC Rubber Hub	Each	3.92	Y
577	4" Cast Iron to PVC Rubber	Each	3.92	Y
578	4" Double Sweep Sanitary Sweep Tee PVC	Each	15.43	Y
578	4" Two Way Cleanout Tee PVC	Each	15.43	Y
579	4" PVC Saddle Kit Sch 40	Each	18.90	Y
579	4" PVC" Y" Sch 40	Each	23.55	Y
580	4" Caps for End of Pipe	Each	3.24	Y
580	6" PVC Couplings SDR 26	Each	35.52	Y
581	6" PVC 1/16 Bends SDR 26	Each	28.53	Y
581	6" PVC 1/16 Bends SDR 35	Each	11.67	Y
582	6" PVC 1/8 Bends SDR 26	Each	20.93	Y
582	6" PVC 1/8 Bends SDR 35	Each	12.04	Y
583	6" PVC 90 Bends SDR 26	Each	22.23	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SEWER TAP SUPPLIES SECTION (Continued)			
584	6' PVC 90 Bends SDR 35	Each	13.73	Y
585	6" Cleanout Threaded Coupling	Each	13.45	Y
586	6" Cleanout Caps	Each	8.69	Y
587	6" Clay to PVC Rubber	Each	8.38	Y
588	6" to 4" PVC Reducers SDR 26	Each	9.81	Y
589	6" PVC to Cast Iron Rubber	Each	8.38	Y
590	6" x 4" Saddle PVC Sch 40	Each	NO BID/NOT MADE	Y
591	6" PVC "Y" SDR 26	Each	41.90	Y
592	6" PVC "Y" SDR 35	Each	23.49	Y
593	6" Caps for End of Pipe	Each	4.58	Y
594	8" PVC "Y" SDR 26	Each	95.46	Y
595	8' PVC "Y" SDR 35	Each	64.37	Y
596	8" PVC 1/16 Bends SDR 26	Each	52.43	Y
597	8" PVC 1/16 Bends SDR 35	Each	34.02	Y
598	8" PVC 90 Bends SDR 26	Each	96.96	Y
599	8" PVC 90 Bends SDR 35	Each	38.00	Y
600	8" PVC Cleanout Tee SDR 26	Each	NO BID/NOT MADE	Y
601	8" PVC Cleanout Tee SDR 35	Each	NO BID/NOT MADE	Y
602	8" PVC 8" x 6" Reducer SDR 26	Each	47.73	Y
603	8" PVC 8" x 6" Reducer SDR 35	Each	35.09	Y
604	8" to 4" PVC Saddle SDR 26	Each	24.29	Y
605	8" to 4" PVC Saddle SDR 35	Each	24.29	Y
606	8" to 6" PVC Saddle SDR 26	Each	24.29	Y
607	8" to 6" PVC Saddle SDR 35	Each	24.29	Y
608	8" Caps for End of Pipe Sch	Each	35.34	Y
609	10" 1/16 Bends SDR 26	Each	112.42	Y
610	10" 1/16 Bends SDR 35	Each	93.11	Y
611	10" 1/8 Bends SDR 26	Each	102.51	Y
612	10" 90 Bends SDR 26	Each	210.26	Y
613	10" 90 Bends SDR 35	Each	177.65	Y
614	10" Cleanout Tee SDR 26	Each	47.49	Y
615	10" Cleanout Tee SDR 35	Each	37.49	Y
616	10" PVC 10" x 6" SDR 35 Saddle	Each	44.76	Y
617	10" PVC 10" x 4" SDR 35 Saddle	Each	44.76	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SEWER TAP SUPPLIES SECTION (Continued)			
618	10" PVC 10" x 6" SDR 26 Saddle	Each	44.76	Y
619	10" PVC 10" x 4" SDR 26 Saddle	Each	44.76	Y
620	10" Caps for End of Pipe	Each	68.10	Y
621	10" PVC "Y" SDR 26	Each	227.68	Y
622	10" PVC "Y" SDR 35	Each	190.09	Y
623	12" 1/16 Bends PVC SDR 26	Each	151.08	Y
624	12" 1/16 Bends PVC SDR 35	Each	121.43	Y
625	12" 1/8 Bends PVC SDR 26	Each	159.24	Y
626	12" 1/8 Bends PVC SDR 35	Each	127.60	Y
627	12" 90 Bends PVC SDR 26	Each	323.70	Y
628	12" 90 Bends PVC SDR 35	Each	251.65	Y
629	12" x 6" PVC Saddles SDR 26	Each	52.30	Y
630	12" x 6" PVC Saddles SDR 35	Each	52.30	Y
636	12" x 4" PVC Saddles SDR 26	Each	46.50	Y
637	12" x 4" PVC Saddles SDR 35	Each	46.50	Y
638	12" Caps for End of Pipe	Each	107.14	Y
639	15" Coupling 26/35	Each	189.97	Y
640	15" 1/16 Bends 26/35	Each	360.82	Y
641	15" 1/2 Bends 26/35	Each	319.65	Y
642	15" 90 Bends 26/35	Each	392.21	Y
	TEST BALL PLUGS			
643	4"-6" Test Ball Plug	Each	121.87	Y
644	6"-8" Test Ball Plug	Each	189.57	Y
645	8"-12" Test Ball Plug	Each	445.02	Y
646	10" - 16" Test Ball Plug	Each	587.50	Y
647	12"- 18"Test Ball Plug	Each	918.75	Y
648	15"-30" Test Ball Plug	Each	2358.00	Y
649	20" - 36" Test Ball Plug	Each	2703.00	Y
650	24"- 42"Test Ball Plug	Each	6077.00	Y
	BYPASS PLUGS			
651	6"- 8" Bypass Plug	Each	189.57	Y
652	8"- 10" Bypass Plug	Each	445.02	Y
653	8"- 12" Bypass Plug	Each	587.50	Y
654	12"- 18" Bypass Plug	Each	918.75	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MISCELLANEOUS PIPE SUPPLIES			
655	Pipe Primer (Quarts)	Each	5.50	Y
656	Pipe Cement (Quarts)	Each	18.95	Y
657	Pipe Lubricant (Quarts)	Each	13.50	Y
658	Pipe Sealant (Pints)	Each	12.35	Y
659	6" Source 1 Patch Kit	Each	568.42	Y
660	8" Source 1 Patch Kit	Each	631.57	Y
661	10" Source 1 Patch Kit	Each	694.57	Y
662	12" Source 1 Patch Kit	Each	757.89	Y
663	Source 1 Seal Guard	Each	657.89	Y
	EAST JORDAN WATER MASTER 5CD250 FIRE HYDRANT W/STORZ NOZZLE - SS BOLTS			
664	2-1/2' EJWM 5CD250	Each	1800.27	Y
665	3' EJWM 5CD250	Each	1854.03	Y
666	4' EJWM 5CD250	Each	1907.80	Y
667	5' EJWM 5CD250	Each	1981.86	Y
	OTHER CATALOG ITEMS			
Discount for miscellaneous items not listed:		10 %		

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).
Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

CONTRACT FOR SUPPLY OF COMMODITIES
Municipal Utilities Pipes, Parts, and Fitting Materials

This Contract (the "Contract") is made and entered into this _____ day of January, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Ferguson Enterprises LLC, a company, located at 15711 Eastex Freeway, Humble, TX, 77396. 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 supplies in connection with Municipal Utilities Pipes, Parts, and Fitting Materials, within the City of Galveston ("City") and Ferguson Enterprises LLC. ("Company") desires to provide such commodities; 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:

Municipal Utilities Pipes, Parts, and Fitting Materials

Response to Bid 20-002

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates the 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 for (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any extension. No option to extend will be considered without the availability of funds, or if the contractor's past performance is not up to industry standard.

6. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, and if necessary installed, by Company at the request of City in accordance with the schedules/timetables described in greater detail in the attached 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 15711 Eastex Freeway, Humble, TX, 77396. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

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

$2,000,000 general liability (includes products and personal, etc.)
$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

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

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

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

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

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

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

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

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

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

20. 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.

21. 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.

22. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Municipal Utilities Pipes, Parts, and Fitting Materials 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

Ferguson Enterprises LLC
15711 Eastex Freeway
Humble, Texas, 773962

[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

By: _____
Brian Maxwell, City Manager

FERGUSON ENTERPRISES LLC

By: _____
Robbie J. Meyer, Sales Associate

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, FERGUSON ENTERPRISES LLC, ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

TRAM NGUYEN
Notary Public, State of Texas
Comm. Expires 05-31-2023
Notary ID 132033809

THE STATE OF TEXAS §
§
Harris **COUNTY** §

On this day, BEFORE ME, the undersigned, personally appeared Robbie J. Meyer **of FERGUSON ENTERPRISES LLC,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of January, 2020.

_____
Notary Public in and for
The State of Texas

TRAM NGUYEN
Notary Public, State of Texas
Comm. Expires 05-31-2023
Notary ID 132033809

EXHIBIT A

City of Galveston

INVITATION TO BID

Bid Reference Number: 20-002

Project Title: Municipal Utilities Pipes, Parts, and Fitting Materials

Bid Closing Date: 10:00 A.M.(CST), Thursday, December 19, 2019

One (1) Original and one (1) copies and one media source required.
No bids submitted after the above deadline will be accepted.

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

TABLE OF CONTENTS

Table of Contents ..... Pages 1 & 2

Invitation to Bid
(1) Introduction ..... Page 3
(2) Contact Information ..... Page 4
(3) General Information ..... Page 4
(4) ITB Withdrawals and / or Amendments ..... Page 4
(5) Estimated Quantities ..... Page 4
(6) Bid Submittal Requirements ..... Page 5
(7) Bid Evaluation and Contract Award ..... Page 6
(8) Declaration of Policy ..... Page 8

Appendix A – Bid
(-) Label Format for Submittal Packet's Sealed Envelope ..... Page 9

I. Required Bid Information:
(1) Proposed Products and / or Services ..... Page 10
(2) Cost of Proposed Products and Services ..... Page 10
(3) Bidder's Experience / Staff ..... Page 10
(4) References ..... Page 11
(5) Trade Secrets and / or Confidential Information ..... Page 12
(6) Federal, State and / or Local Identification Information ..... Page 12
(7) Cooperative Governmental Purchasing Notice ..... Page 12
(8) Term of Contract and Option to Extend ..... Page 12
(9) Emergency Business Services Contact Notice ..... Page 13

II. Contract Terms and Conditions:
(1) Delivery of Products and Services ..... Page 14
(2) Miscellaneous ..... Page 16
(3) Financial Responsibility Provisions ..... Page 17

Appendix B – Conflict of Interest Form ..... Page 19
Appendix C – House Bill 89 Verification Form ..... Page 21
Appendix D – Property Tax Statement ..... Page 22
Appendix E – Nepotism Statement ..... Page 23
Appendix F – Non-Collusion Statement ..... Page 24
Appendix G – Document 000435 ..... Page 25
Appendix H – No Intent to Submit Form ..... Page 26
Appendix I – ACH Form (this form is optional) ..... Page 27 & 28

Appendix J – Scope of Services

(1) Project Title ..... Page 29
(2) Scope of Services Contact ..... Page 29
(3) Special Conditions ..... Page 29
(4) Brand Manufacture Reference ..... Page 42
(5) Key Events Schedule ..... Page 42
(6) Scope of Services ..... Page 43

Galveston, Texas
Invitation to Bid

0. Introduction

A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the bid packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

1. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

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

Email Address: purchasing@galvestontx.gov

2. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

3. ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.

B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

4. Estimated Quantities

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

5. Bid Submittal Requirements

A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Work. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "Bid 20-002 Municipal Utilities Pipes Parts and Fitting Materials." The question deadline will be addressed in Appendix J-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Work.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

6. Bid Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids based on the lowest bid price. Vendors shall not contact any City of Galveston personnel during the bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. City reserves the right to determine which Bid is the lowest and responsible, per Texas Local Government Code § 252.043(a). The City Council shall be the sole judge in determining award.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
   a. Name, address and telephone number of the protestor.
   b. Identification of the solicitation or contract number and time.
   c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
   d. Identification of the issue(s) to be resolved and statement of what relief is requested.
   e. Arguments and authorities in support of the protest.
   f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

   i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

   ii) The successful bidder violates any of the provisions of these specifications; or

   iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or

   iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

   v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any

payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

_____Appendix A (pages _9_ through _18_) must be included in the bid submittal.

_____Appendix B – G (pages_20_ through _26_) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☐ Appendix B – Conflict of Interest
- ☐ Appendix C – House Bill 89 Verification
- ☐ Appendix D – Property Tax Statement
- ☐ Appendix E – Nepotism Statement
- ☐ Appendix F – Non-Collusion Statement
- ☐ Appendix G – Certification Regarding Debarment

_____Appendix J (pages_28_ and all required documents) 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:	**20-002**
Project Title:	**Municipal Utilities Pipes, Parts, and Fitting Materials**
Submittal Deadline:	**10:00 A.M.(CST), Thursday, December 19, 2019**

Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553

Bidder Information:

Bidder's Legal Name:	Ferguson Enterprises LLC		
Address:	15711 Eastex Freeway		
City, State & Zip	Humble, TX 77396		
Federal Employers Identification Number #	54-1211771		
Phone Number:	713-675-2211	**Fax Number:**	
E-Mail Address:	robbie.meyer@ferguson.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Robbie J. Meyer - Sales Assoc.

Signature of Authorized Representative: R J Meyer

Signed this 17 (day) of December (month), 2019 (year)

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: If applicable, Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format, unless price sheet is made available in Appendix J:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			$	$
			$	$
			$	$
		TOTAL ALL LINE ITEMS	$	$97,058.97

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: 50+; and the number of employees: 20,000.+

D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: City of Pearland	
Contact Name: Julie Blackmore	Contact Title: Contract Administrator
Phone: 281-652-1790	Email: ebidsopearlandtx.gov
Date and Scope of Work Provided: September 2017 - September 2018 Sept. 2019 - Present	

Reference #2:

Client / Company Name: City of Baytown	
Contact Name: Carla Hommel	Contact Title: Contract administrator
Phone: 281-420-6524	Email: carla.hommel@baytown.org
Date and Scope of Work Provided: October 2017 - present	

Reference #3:

Client / Company Name: San Jacinto River Authority	
Contact Name: Kevin Jones	Contact Title: Superindentet
Phone: 832-538-7069	Email: kmjones@sjra.net
Date and Scope of Work Provided: August 2017 - present	

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**

Centralized Master Bidders List registration number: 54-1473338.

Prime contractor HUB / MWBE registration number: _____.

An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #_____-_____-_____.

Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 00-895-6171.

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.

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 **[✓] No, Only the City can purchase.**

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

Any contract resulting from this ITB shall be effective for one (1) year from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to **four (4) additional years**, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past

performance is not within the industry standard.

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

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

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (2%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than four percent (2%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION ..... 2 %

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... 2 %

THIRD ADDITIONAL YEAR (FY 2023) ESCALATION ..... 2 %

FOURTH ADDITIONAL YEAR (FY 2024) ESCALATION ..... 2 %

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Ferguson

Contract #: Robbie Meyer Bid 20-002

Description: Pipes, Value, Parts, Fitting.

Primary Contact (Name): Robbie Meyer

Primary Contact Phone Numbers: Home: _____ Cell: 281-883-2167

Secondary Contact (Name): Office

Secondary Contact Phone Numbers: Home: 713-675-2211 Cell: _____

After Hours emergency opening fee, if applicable: $ 0

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:***

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in Appendix J, 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: This section left intentionally blank.

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. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.
Insurance coverage shall be on an "occurrence basis"

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

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim,

dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, 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
For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

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.

NONE

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

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Robbie J. Meyer **(Person name), the undersigned representative of (Company or Businsess Name)** Ferguson LLC **(hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::**

a. **Does not boycott Israel currently; and**
b. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

12/17/19
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas **§**
COUNTY OF Harris **§**

On this day, BEFORE ME, the undersigned, personally appeared Robbie J Meyer**, the** Ferguson **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 17th **day of** December**, 201**9**.**

[SEAL]

TRAM NGUYEN
Notary Public, State of Texas
Comm. Expires 05-31-2023
Notary ID 132033809

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

_____

_____

Robbie J. Meyer
Bidder's Printed or Typed Name

Bidder's Signature

December 17, 2019
Date

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

Appendix E – Nepotism Statement

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

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

If the Bidder or Proposer is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

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

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

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

Appendix F – Non-Collusion Statement

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

VENDOR Ferguson LLC

ADDRESS 15711 Castex Freeway, Humble, Texas 77396

PHONE 713-675-2211

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) Robbie J. Meyer

POSITION WITH COMPANY Sales Associate

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID _____

COMPANY OFFICIAL (PRINTED NAME) Sales Associate

OFFICIAL POSITION Sales Associate

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

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEB.ARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Robbie J. Meyer
(Printed or typed Name of Signatory)

(Signature)

December 17, 2019
(Date)

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

END OF DOCUMENT 00435-FAA

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

Appendix I – ACH Form

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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

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 Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: Bank of America

Financial Institute Address: 100 North Tryon St, Charlotte NC 28255

Routing Number: ACH 111000012

Account Number: 4427213913

SWIFT Code: (if applicable)

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: Ferguson Enterprises LLC

Authorized Signature: Brenda Crowder

Printed Name: Brenda Crowder Director of Treasury Title:

Contact Phone Number: 757 223 6129 Date: 12.17.19

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Dear valued customer,

Ferguson Enterprises, LLC and all their DBA's *new* ACH and wire information:

Bank of America
100 North Tryon Street, Charlotte, North Carolina 28255
Account name: Ferguson Enterprises, LLC
Account number: 4427213913
ABA/routing number (**ACHs only**): 111000012
ABA/routing number (**wires only**): 026009593
Swift Code (**international wires only**): BOFAUS3N

For a wire, the company name of the beneficiary must be Ferguson Enterprises, LLC or the wire will reject.

Ferguson accepts CTX and CCD+ ACH formatted payments. In order to receive prompt credit for the payment; please include the following information in the addenda:

1. Main Branch Number: This number can be found on your invoice and represents the Ferguson payee branch.
2. Invoice Number: This number is located on the upper right hand of the invoice.
4. Amount Paid: Please include the amount paid per invoice.

Remittance: Please send to at least one option provided below:
ACH@ferguson.com
Fax # 757-369-5046

Brenda Crowder

Brenda Crowder
Treasurer
Ferguson Enterprises, LLC
12500 Jefferson Ave.
Newport News, VA 23602

FERGUSON

Corporate Headquarters
12500 Jefferson Avenue
Newport News, VA 23602
Phone (757) 874-7795
ferguson.com

C.T. Plater
T) 804-489-5072
ct.plater@baml.com
1111 E Main St 18th FL
Richmond, VA 23219

Bank of America
Merrill Lynch

06/12/2019
FERGUSON ENTERPRISES LLC

Attn:
Regarding: **Account / Routing Number Confirmation**

Please accept this letter as confirmation that according to our records, the account referenced below is maintained at Bank of America, N.A. with the following information:

Account number:	**004427213913**
Routing number ACH/EFT:	**111000012**
Routing number DOM. WIRES	**026009593**
SWIFT Code INTL WIRES	**BOFAUS3N**
Account Name:	**FERGUSON ENTERPRISES LLC**
Account Address:	**12500 JEFFERSON AVE**
	NEWPORT NEWS, VA 23602

Regards,

C.T. Plater
Asst. Vice President
Treasury Solutions Analyst
Bank of America Merrill Lynch

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021942
BODC: LM

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

026590

Taxpayer identification number: 54-1211771
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021943

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

Sincerely yours,

Joe I. Jacquez
Entity Department Manager

Enclosures:
Copy of this letter

Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names

Entity Name	Tax ID No.
Action Automation	54-1211771
ADL	54-1211771
Alaska Pipe & Supply	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771
The Ar-Jay Center	54-1211771
BAC Appliance Center	54-1211771
Bath + Beyond	54-1211771
Blackman Plumbing Supply	54-1211771
Brock-McVey	54-1211771
Bruce-Rogers Company	54-1211771
Cal-Steam	54-1211771
Capital Distributing	54-1211771
City Lights Design Showroom	54-1211771
CFP	54-1211771
Cline Contract Sales	54-1211771
Custom Lighting & Hardware	54-1211771
Davies Water	54-1211771
Dealernet	54-1211771
Duhig Stainless	54-1211771
Equarlus Waterworks, Meter & Automation Group	54-1211771
Factory.Direct Appliance	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771
Ferguson.com	54-1211771
Ferguson Direct	54-1211771
Ferguson Facilities Supply	54-1211771
Ferguson Fire & Fabrication International	54-1211771
Ferguson Heating & Cooling	54-1211771
Ferguson Hospitality Sales	54-1211771
Ferguson HVAC- Air Cold	54-1211771
Ferguson HVAC- EastWest Air	54-1211771
Ferguson HVAC - Lyon.Conklin	54-1211771
Ferguson Integrated Services	54-1211771
Ferguson International	54-1211771
Ferguson Parts & Packaging	54-1211771
Ferguson Valve & Automation	54-1211771
Ferguson Waterworks	54-1211771
Ferguson Waterworks Municipal Pipe	54-1211771
Ferguson Waterworks Red Head	54-1211771
Ferguson Waterworks EPPCO	54-1211771
Ferguson Waterworks International	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771
Grand Junction Pipe	54-1211771

Entity Name	Tax ID No.
Industrial Hub of the Carolinas	54-1211771
J & G Products	54-1211771
J.D Daddario Companv	54-1211771
Joseph G. Pollard Co	54-1211771
Karl's Appliances	54-1211771
Kitchen Art	54-1211771
Lighting Design Center	54-1211771
Lighting Unlimited	54-1211771
Lincoln Products	54-1211771
Linwood Pipe and Supply	54-1211771
Louisiana Utilities Supply Company	54-1211771
LUSCO	54-1211771
McFarland Supply	54-1211771
Michigan Meter	54-1211771
Mississippi Utility Supply Co. (MUSCO)	54-1211771
PL Sourcing	54-1211771
Plumb Source	54-1211771
Plumbing Decor	54-1211771
Pollardwater	54-1211771
Powell Pipe & Supply Co.	54-1211771
Professional's Bath Source	54-1211771
PV Sullivan Supply	54-1211771
Ramapo Wholesalers	54-1211771
Renwes. Sales	54-1211771
Redlon & Johnson	54-1211771
Reese Kitchen, Bath & Lighting Gallery	54-1211771
Robertson Supply	54-1211771
SG Supply Co.	54-1211771
SOS Sales	54-1211771
Tarpon Wholesale Supplies	54-1211771
The Plumbing Source	54-1211771
The Stock Market	54-1211771
TPW Kitchen & Bath	54-1211771
Wallwork	54-1211771
Waterworks Industries	54-1211771
Webb·Distributors·	54-1211771
Western Air Supply	54-1211771
Westfield.Lighting	54-1211771
Wolseley Financjal Services	54-1211771
Wolseley Industrial Group	54-1211771
WPCC Forwarding	54-1211771
Wright Plumbing Supply	54-1211771

BOA - Atlanta - 100286

FERG# (Main branch number)
PO Box 100286
Atlanta, GA 30384-0286

OVERNIGHT - PKGS

Bank of America Lockbox Services
FERG# (Main Branch Number)
Lockbox # 100286
6000 Feldwood Road
College Park, GA 30349

BOA - Boston - 417592

FERG# (Main branch number)
PO Box 417592
Boston, MA 02241-7592

OVERNIGHT - PKGS

Bank of America Lockbox Services
FERG# (Main Branch Number) LB# 417592
MA5-527-02-07
2 Morrissey Blvd.
Dorchester, MA 02125

BOA - Dallas - 847411

FERG# (Main branch number)
PO Box 847411
Dallas, TX 75284-7411

OVERNIGHT - PKGS

Bank of America Lockbox Services
FERG# (Main branch number)
Lockbox # 847411
1950 N Stemmons Frwy. Ste. 5010
Dallas, TX 75202

BOA - Los Angeles - 740827

FERG# (Main branch number)
PO BOX 740827
Los Angeles, CA 90074-0827

OVERNIGHT - PKGS

Bank of America Lockbox Services
FERG# (Main branch number)
Lockbox # 740827
2706 Media Center Drive
Los Angeles, CA 90065

PNC - Chicago - 802817 Midwest

FERG# (Main branch number)
PO Box 802817
Chicago, IL 60680-2817

OVERNIGHT - PKGS

PNC Bank Lockbox Services
FERG# (Main branch number)
Lockbox 802817
350 East Devon Avenue
Itasca, IL 60143

PNC - Pittsburgh - 644054

FERG# (Main branch number)
PO Box 644054
Pittsburgh, PA 15264-4054

Overnight Address

PNC Bank Lockbox Services
FERG# (Main branch number) LB# 644054
Firstside Center
500 First Avenue
Pittsburgh, PA 15219

Appendix J – Scope of Work

1. **Project Title: Municipal Utilities Pipes Parts and Fitting Materials**

2. **Scope of Work Contact**

   Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

   There are no bonding requirements for this solicitation.

   The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID #20-002
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.

Robbie J. Meyer
(printed name of signatory)

12/17/19
(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.

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.

Robbie J. Meyer
(printed name of signatory)

12/17/19
(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."

Robbie J. Meyer
(printed name of signatory)

12/17/19
(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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Robbie J. Meyer — 12/17/19

(printed name of signatory) (signature and date)

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

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Robbie J. Meyer
(printed name of signatory)

12/17/19
(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.

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.

Robbie J. Meyer
(printed name of signatory)

12/17/19
(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, Ferguson LLC, 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 17 day of May, 2019

By _____
Signature of Bidder/Contractor/Subcontractor's Authorized Official

Robbie J. Meyer
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

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.

Robbie J. Meyer
(printed name of signatory)

12/17/19
(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.

Robbie J. Meyer
(printed name of signatory)

12/17/19
(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.

Robbie J. Meyer
(printed name of signatory)

12/17/19
(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.

Robbie J. Meyer
(printed name of signatory)

12/17/19
(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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Robbie J. Meyer

(printed name of signatory)

12/17/19

(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. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

5. **Key Events Schedule**

Bid Release Date	November 18, 2019
Deadline for Submittal of Written Questions	December 6, 2019 @ 2:00pm CST
Sealed Bids Due to and Opened by City	December 19, 2019 @ 10:00am CST
Anticipated Committee Evaluation Review Date	December 2020
Anticipated Award Date	January 2020

[PLEASE SEE FOLLOWING SCOPE OF SERVICES]

6. **Scope of Services**

I. PURPOSE AND OBJECTIVES

It is the intent of the City of Galveston to qualify one (1) or more vendors to furnish and deliver water pipes, parts, and fitting materials for the Public Works Municipal Utilities Division. Vendors are requested to submit a bid that meets all requirements contained herein. Bids submitted shall be complete and include all costs associated with the bid including delivery and materials.

I. SUPPLIER REQUIREMENTS:

- The vendor shall be responsible for making any claims against carriers for missing or damaged items.
- The vendor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the City.

II. MINIMUM QUALIFICATIONS:

- Normal stock orders shall be delivered to the City within 5 working days.
- Delivery of emergency orders, vendor-stocked parts shall be made within 4 hours.
- Special Ordered goods shall be delivered within 10 working days, unless otherwise agreed upon between City personnel the vendor

III. TECHNICAL SPECIFICATIONS

- All items shall be of new manufacture, of most recent design, and contain all current modifications. Unless otherwise agreed open between City personnel and the Vendor.
- Goods shall meet or exceed the quality of the part furnished on the original price of equipment (OEM). However, if the original manufacturer has updated the quality of the parts for the current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item(s) and/or termination of the contract.

IV. BRAND REQUIREMENTS

- Exceptions to, or deviations from, a particular manufacturer's brand in specifications will be evaluated and considered by the City so long as those deviations are cross referenced and fully explained with regard to their equality with acceptable brands. The determination as to whether any alternate product or service is, or is not, equal shall be made by the City and such determination shall be final and binding upon all bidders.

V. ALTERNATIVE SOURCE

- The City reserves the right to order an item from another vendor selling the same item in the event the successful bidder is unable to supply the necessary goods when needed. The next time the part is required; the original successful bidder will be contacted. Recurring instances of stock-out may be cause for cancellation of all or part of any contract that is the result of this contract.

VI. PRICING ADJUSTMENTS

- Bidders are instructed to bid the unit price on the item(s) specified, and/or percentage discount for catalog items. Prices for all goods shall be firm for the one-year period and shall be stated on the Price Sheet. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored.

- Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph.

- During the term of the awarded contract, the contract price may be adjusted as follows. Provided, however, the Index-Based Adjustments provision is the default adjustment provision. The adjustment provisions are not cumulative. The price adjustments below are subject to the change order limitations in Loc. Gov. Code § 252.048, as well as to the availability of appropriated funds.

  1. Cost-Based Adjustments due to Tariffs: It is understood and recognized that certain markets providing essential materials for municipal utilities pipes, parts, and fittings are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of the awarded contract that may impact price, availability, and delivery time frames ("Potentially Time and Price-Impacted Material(s)"). These fluctuations are due changes in tariffs established by the federal government, which may result in increases or decreases of contract pricing. It is intended that the awarded contract will provide for a fair allocation of the risk of such market conditions between the City and the successful bidder, which will apply only to the Potentially Time and Price-Impacted Materials(s) which are noted as such on the Pricing Form made part of this ITB.

     a. Baseline Price. The Unit Prices on the submitted Pricing Form will be considered the market prices as of the date of the awarded contract ("Baseline Price(s)").

     b. Adjustment in Baseline Price. If during the term of the awarded contract a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either party may notify the other in writing within thirty (30) days from the date the basis for an equitable adjustment to the contract price arises and will provide appropriate documentation substantiating such requested adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted

Material: (1) will not include any amount for overhead and profit; and (2) will factor in Adjusted Baseline Price(s).

i. In the event of a decrease in the Baseline Price, the contract price will be equitably adjusted to reflect such decrease, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.

ii. In the event of an increase in the Baseline Price, the contract price will be equitably adjusted to reflect such increase, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.

iii. No adjustment will be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the awarded contract prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of the successful bidder, its subcontractors, and material suppliers.

[PLEASE SEE FOLLOWING PRICE SHEET]

CITY OF GALVESTON PUBLIC WORKS DEPARTMENT
BID 20-002 MUNICIPAL UTILITIES PIPE, PARTS AND FITTING MATERIALS

PRICE SHEET

BIDDER:

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	TAPPING SADDLES: OD RANGE 2.38 TO 2.50			
1	2" X 1"	Each	22.14	NO
2	2" X 3/4"	Each	23.54	NO
	TAPPING SADDLES: OD RANGE 3.46 TO 3.96			
3	3" x 3/4"	Each	24.85	NO
4	3" x 1"	Each	24.00	NO
5	4" x 2"	Each	29.73	Y
6	4" x 1-1/2"	Each	29.73	Y
7	4" X 1"	Each	24.10	Y
8	4" X 3/4"	Each	24.00	Y
	TAPPING SADDLES / SLEEVES : OD RANGE 6.90 TO 7.56			
9	6" X 4"	Each	118.70	NO
10	6" X 2"	Each	32.00	Y
11	6" X 1-1/2"	Each	32.54	Y
12	6" X 1"	Each	28.45	Y
13	6" X 3/4"	Each	27.75	Y
	TAPPING SADDLES / SLEEVES : ODO RANGE 9.05 TO 9.74			
14	8" X 6"	Each	525.34	NO
15	8" X 4"	Each	151.50	Y
16	8" X 2"	Each	39.99	Y
17	8" X 1-1/2"	Each	39.99	Y
18	8" X 1"	Each	33.66	Y
19	8" X 3/4"	Each	33.66	Y
	TAPPING SADDLES / SLEEVES: OD RANGE 11.10 TO 12.12			
20	10" X 8"	Each	739.02	NO
21	10" X 6"	Each	608.22	Y
22	10" X 4"	Each	561.78	Y
23	10" X 2"	Each	44.92	Y
24	10" X 1-1/2"	Each	44.92	Y
25	10" X 1"	Each	36.76	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	TAPPING SADDLES / SLEEVES : OD RANGE 13.20 TO 14.38			
26	10" X 3/4"	Each	36.76	NO
27	12" X 10"	Each	1106.64	Y
28	12" X 8"	Each	872.08	Y
29	12" X 6"	Each	695.08	Y
30	12" X 4"	Each	626.95	Y
31	12" X 2"	Each	53.60	Y
32	12" X 1-1/2"	Each	52.21	Y
33	12" X 1"	Each	42.53	Y
34	12" X 3/4"	Each	42.53	Y
	TAPPING SADDLES / SLEEVES : OD RANGE 17.40 TO 17.94			
35	16" X 2"	Each	118.95	NO
36	16" X 1-1/2"	Each	118.95	Y
37	16" X 1"	Each	111.27	Y
38	20" X 2"	Each	173.35	Y
39	20" X 1-1/2"	Each	173.35	Y
40	20" X 1"	Each	165.50	Y
	PVC METER BOX W/READER LID			
41	D-1200	Each	14.91	N
42	D-1500	Each	27.89	N
43	DFW 37C-12-AF3M (Single)	Each	84.97	N
44	DFW 38C-14-AF3M (Dual)	Each	119.76	N
45	DFW A4C-12-AF3M (Jumbo)	Each	185.50	N
	BROOKS PRODUCTS			
46	CEMENT METERBOX COVER W/ CI READER LID	Each	28.57	N
47	CONCRETE DUAL METER BOX COMPETE	Each	32.94	N
	CONCRETE METER BOXES COMPLETE			
48	36H	Each	50.46	N
49	37H	Each	54.39	N
50	65H	Each	88.84	N
	CURBSTOP FIP X FIP			
51	3/4"	Each	40.00	N
52	1"	Each	62.14	N
53	1-1/2"	Each	128.21	N
54	2"	Each	187.61	N

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	CURBSTOP FEMALE IP X PACK JOINT			
55	3/4"	Each	29.36	N
56	1"	Each	53.68	N
57	1-1/2"	Each	150.00	N
58	2"	Each	210.00	N
	CORP STOPS C.C. X P. JOINT			
59	3/4"	Each	25.15	N
60	1"	Each	38.00	N
61	1-1/2"	Each	105.00	N
62	2"	Each	178.50	N
	COUPLINGS P. JOINT X P. JOINT			
63	3/4"	Each	14.00	N
64	1"	Each	15.33	N
65	1-1/4"	Each	42.50	N
66	1-1/2"	Each	54.05	N
67	2"	Each	73.00	N
	BRASS ADAPTERS FEMALE IRON PIPE X PACK JOINT			
68	3/4"	Each	12.34	N
69	1"	Each	17.65	N.
70	1-1/2:	Each	48.00	NO
71	2"	Each	57.35	NO
	BRASS ADAPTERS MALE IRON PIPE X PACK JOINT			
72	3/4"	Each	11.52	NO
73	1"	Each	13.62	NO
74	1-1/2:	Each	36.50	NO
75	2"	Each	54.83	NO
	FLARE X P JOINT ADAPTORS			
76	3/4"	Each	N/A	
77	1"	Each	N/A	
78	1-1/2:	Each	N/A	
79	2"	Each	N/A	
	PVC COMP. COUPLING			
80	3/4"	Each	3.16	NO
81	1"	Each	4.21	NO
82	1-1/4"	Each	6.32	NO

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Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	PVC COMP. COUPLING (Continued)			
83	1-1/2:	Each	6.84	No
84	2"	Each	8.95	↓
85	2-1/2"	Each	16.84	
	BRASS BUSHINGS			
86	3/4" x 1/2"	Each	1.57	No
87	1" x 3/4"	Each	2.38	↓
88	1-1/2" x 3/4"	Each	6.34	
89	1-1/2" x 1"	Each	5.00	
90	2" x 3/4"	Each	9.24	
91	2" x 1"	Each	9.24	
92	2" x 1-1/2"	Each	7.65	
	BRASS TEE'S			
93	2" x 2" x 2"	Each	20.29	No
94	1" x 1" x 1"	Each	6.42	↓
95	1-1/2" x 1-1/2" x 1-1/2"	Each	12.30	
96	3/4" x 3/4" x 3/4"	Each	3.60	
97	1" x 3/4" x 3/4"	Each	8.60	
98	3/4" x 3/4" x 1"	Each	8.60	
	BRASS ELBOW'S			
99	3/4" x 3/4"	Each	2.94	No
100	1" x 1"	Each	4.54	↓
101	1-1/2" x 1-1/2"	Each	9.00	
102	2" x 2"	Each	14.45	
103	2" x 3/4"	Each	22.00	
104	2" x 1"	Each	20.00	
105	2" x 1-1/2"	Each	20.00	
106	1-1/2" X 3/4"	Each	11.00	
107	1-1/2" X 1"	Each	11.00	
108	1" X 3/4"	Each	5.60	
	BRASS BELL REDUCERS			
109	2" X 1-1/2"	Each	14.41	No
110	2" X 1"	Each	16.23	↓
111	2" X 3/4"	Each	16.23	

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Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	BRASS BELL REDUCERS (Continued)			
112	1-1/2" X 1"	Each	9.65	No
113	1-1/2" X 3/4"	Each	10.92	
114	1" X 3/4"	Each	4.75	
115	2" X 1-1/4"	Each	14.00	
116	1-1/4" X 1"	Each	7.65	
117	1-1/4" X 3/4"	Each	7.65	
	BRASS FITTINGS NIPPLES			
118	1/2" X CLOSE	Each	.88	No
119	1/2" X 1-1/2"	Each	1.02	
120	1/2" X 2"	Each	1.20	
121	1/2" X 3"	Each	1.65	
122	1/2" X 4"	Each	2.14	
123	1/2" X 5"	Each	2.60	
124	1/2" X 6"	Each	3.15	
125	3/4" X CLOSE	Each	1.27	
126	3/4" X 1-1/2"	Each	1.30	
127	3/4" X 2"	Each	1.60	
128	3/4" X 3"	Each	2.14	
129	3/4" X 4"	Each	2.79	
130	3/4" X 5"	Each	3.35	
131	3/4" X 6"	Each	4.07	
132	1" X CLOSE	Each	1.87	
133	1" X 1-1/2"	Each	2.31	
134	1" X 2"	Each	2.31	
135	1" X 3"	Each	3.11	
136	1" X 4"	Each	4.04	
137	1" X 5"	Each	4.98	
138	1" X 6"	Each	5.95	
139	1-1/2" X CLOSE	Each	3.67	
140	1-1/2" X 1-1/2"	Each	3.95	
141	1-1/2" X 2"	Each	3.95	
142	1-1/2" X 3"	Each	5.44	
143	1-1/2" X 4"	Each	7.08	
144	1-1/2" X 5"	Each	8.81	
145	1-1/2" X 6"	Each	10.47	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	BRASS FITTINGS NIPPLES (Continued)			
146	2" X CLOSE	Each	5.59	No
147	2" X 1-1/2"	Each	6.97	
148	2" X 2"	Each	5.59	
149	2" X 3"	Each	6.97	
150	2" X 4"	Each	9.12	
151	2" X 5"	Each	11.00	
152	2" X 6"	Each	13.46	
	BRASS COUPLING			
153	3/4"	Each	2.38	No
154	1"	Each	3.61	
155	1-1/2:	Each	7.67	
156	2"	Each	12.63	
	METER COUPLING			
157	3/4" X 2"	Each	9.63	No
158	3/4" X 2-1/2"	Each	4.26	
159	1" X 2-5/8"	Each	5.86	
	OVAL DUAL METER FLANGE KITS			
160	1-1/2" FLANGE KITS BRASS	Each	40.00	No
161	2" FLANGE KITS BRASS	Each	41.05	No
	GALVANIZED NIPPLES			
162	2" x ALL THREAD	Each	1.79	No
163	2' X 3"	Each	2.01	No
164	3" x ALL THREAD	Each	6.37	No
165	3" X 2"	Each	N/A	No
	GALVANIZED THREAD COUPLINGS			
166	1 1/2"	Each	3.19	No
	GALVANIZED PIPES			
167	1 1/2"	Linear Feet	2.85	No
	GALVANIZED BUSHING			
168	2" X 1-1/2"	Each	3.19	No
	GALVANIZED BELL REDUCERS			
169	4" X 3"	Each	41.41	No
170	4" x 2"	Each	41.41	
	3/4" EYEBOLTS DUCTILE			
171	4" FITTING	Each	1.53	No
172	6" FITTING	Each	1.53	No

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	3/4" EYEBOLTS DUCTILE (Continued)			
173	8" FITTING	Each	1.53	NO
174	10" FITTING	Each	1.53	NO
	5/8" EYEBOLTS DUCTILE			
175	4" FITTING	Each	1.53	NO
176	6" FITTING	Each	1.53	
177	8" FITTING	Each	1.53	
178	10" FITTING	Each	1.53	
	3/4" TEEBOLTS DUCTILE			
179	4" FITTING	Each	1.05	NO
180	6" FITTING	Each	1.05	
181	8" FITTING	Each	1.05	
182	10" FITTING	Each	1.05	
	5/8" TEEBOLTS DUCTILE			
183	4" FITTING	Each	1.05	NO
184	6" FITTING	Each	1.05	
185	8" FITTING	Each	1.05	
186	10" FITTING	Each	1.05	
	MEGA LUGS GLAND PACKS			
187	3" FOR PVC PIPE	Each	23.89	NO
188	4" FOR PVC PIPE	Each	25.71	
189	6" DUCTILE IRON PIPE	Each	32.18	
190	6" FOR C-900	Each	32.18	
191	8" DUCTILE IRON PIPE	Each	43.41	
192	8" FOR C-900	Each	43.41	
193	10" DUCTILE IRON PIPE	Each	75.59	
194	10" FOR C-900	Each	75.59	
195	12" DUCTILE IRON PIPE	Each	79.34	
196	12" FOR C-900	Each	79.34	
	TRANSITION GASKETS			
197	2"	Each	1.90	NO
198	3"	Each	2.53	
199	4"	Each	2.84	
200	6"	Each	3.16	
201	8"	Each	4.74	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ CAPS			
202	4" X 2"	Each	24.32	NO
203	3" X 2"	Each	24.00	
204	6' X 2"	Each	31.24	
205	8" X 2"	Each	46.42	
206	10 X 2"	Each	54.95	
207	12 X 2"	Each	76.42	
	TAPPED OUT PLUGS MJ			
208	4" X 2"	Each	27.23	NO
209	6' X 2"	Each	40.14	
210	8" X 2"	Each	54.11	
211	10 X 2"	Each	84.93	
212	12 X 2"	Each	83.49	
	GLAND PACKS			
213	3" CAST IRON PIPE	Each	8.21	NO
214	4" C-900 & DUCTILE IRON PIPE	Each	10.74	
215	6" C-900 & DUCTILE IRON PIPE	Each	14.84	
216	8" C-900 & DUCTILE IRON PIPE	Each	16.42	
217	10" C-900 & DUCTILE IRON PIPE	Each	23.69	
218	12" C-900 & DUCTILE IRON PIPE	Each	24.63	
219	16" C-900 & DUCTILE IRON PIPE	Each	68.85	
220	20" C-900 & DUCTILE IRON PIPE	Each	121.78	
	FRICTION CLAMP - EILSEN			
221	3"	Each	16.84	NO
222	4"	Each	17.90	
223	6"	Each	18.95	
224	8"	Each	20.00	
225	10"	Each	24.21	
226	12"	Each	27.37	
	VALVE BOX			
227	"A" BOX W/LID	Each	26.32	NO
228	DALLAS SHORT VALVE BOX	Each	27.37	N
	LUG WASHERS			
229	1/2"	Each	2.38	NO
230	5/8"	Each	2.38	
231	3/4"	Each	2.38	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	ALL THREAD ROD ZINC PLATED			
232	1/2" X 10'	Each	3.90	No
233	5/8" X 10'	Each	12.60	
234	3/4" X 10'	Each	16.30	
	DUCTILE IRON BODY ELBOWS MJ 90			
235	4"	Each	31.60	No
236	6"	Each	51.70	
237	8"	Each	75.00	
238	10"	Each	114.56	
239	12"	Each	156.71	
240	16"	Each	353.58	
241	20"	Each	593.78	
	DUCTILE IRON BODY ELBOWS MJ 45			
242	4"	Each	26.17	No
243	6"	Each	42.13	
244	8"	Each	61.28	
245	10"	Each	87.24	
	DUCTILE IRON BODY ELBOWS SM 45 (Continued)			
246	12"	Each	129.96	No
247	16"	Each	254.06	
248	20"	Each	384.74	
	All w/ Accys **MJ to MJ ADAPTORS**			
249	4"	Each	61.70	No
250	6"	Each	78.55	
251	8"	Each	112.70	
252	10"	Eac	172.36	
253	12"	Each	177.36	
254	16"	Each	345.03	
	SLEEVES MJ x 12" DUCTILE IRON BODY			
255	4"	Each	28.09	No
256	6"	Each	46.18	
257	8"	Each	75.96	
258	10"	Each	90.64	
259	12"	Each	119.69	
260	16"	Each	228.75	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	X 15" SLEEVES MJ x 12" DUCTILE IRON BODY (Continued)			
261	20"	Each	355.63	NO
262	24"	Each	N/A	
	SLEEVES MJ x 7.5" DUCTILE IRON BODY			
263	3"	Each	20.79	NO
264	4"	Each	19.53	
265	6"	Each	34.65	
266	8"	Each	45.04	
267	10"	Each	80.00	
268	12"	Each	89.98	
269	16" X 9.1/2	Each	210.06	
270	20" X 9-1/2	Each	324.86	
	BELL JOINT CLAMP FOR CAST IRON LEAD JOINTS			
271	6"	Each	122.53	NO
272	8"	Each	169.31	
273	10"	Each	184.41	
274	12"	Each	227.67	
275	30"	Each	1149.05	
	TEE'S MJ DUCTILE BODY			
276	4"	Each	41.49	NO
277	6"	Each	76.68	
278	8"	Each	111.70	
279	10"	Each	159.50	
280	12"	Each	222.00	
	MJ SWIVEL TEE'S DUCTILE BODY			
281	6" x 4"	Each	N/A	NO
282	6" x 6"	Each	85.00	
283	8" x 4"	Each	N/A	
284	8" x 6"	Each	107.55	
285	10" x 6"	Each	136.28	
286	10" x 8"	Each	180.96	
287	12" x 6"	Each	154.79	
288	12" x 8"	Each	225.27	
	MJ REDUCER DUCTILE BODY			
289	4" x 2"	Each	37.26	NO
290	4" x 3"	Each	26.00	NO

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ REDUCER DUCTILE BODY (Continued)			
291	6" x 3"	Each	35.00	NO
292	6" x 4"	Each	29.68	
293	8" x 4"	Each	40.70	
294	8" x 6"	Each	43.26	
295	10" x 6"	Each	55.58	
296	10" x 8"	Each	61.26	
297	12" x 6"	Each	73.58	
298	12" x 8"	Each	75.16	
299	12" x 10"	Each	83.37	
	FLANGE ADAPTERS (ZIP FLANGE)			
300	3"	Each	20.30	NO
301	4"	Each	27.45	
302	6"	Each	29.57	
303	8"	Each	41.07	
304	10"	Each	73.77	
305	12"	Each	86.05	
306	16"	Each	245.08	
	MJ ACCESSORY SET W/TRANSITION GASKET			
307	3"	Each	8.62	NO
308	4"	Each	11.49	
309	6"	Each	15.32	
310	8"	Each	17.55	
311	10"	Each	24.57	
312	12"	Each	25.21	
	MJ SOLID x SWIVEL ADAPTOR x 13"			
313	4"	Each	47.37	NO
314	6"	Each	84.89	
315	8"	Each	107.37	
316	10"	Each	191.05	
317	12"	Each	283.24	
	MJ SOLID x SWIVEL ADAPTOR x 18"			
318	4"	Each	150.02	NO
319	6"	Each	91.87	
320	8"	Each	249.93	
321	10"	Each	377.00	
322	12"	Each	527.00	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ SOLID x SWIVEL ADAPTOR x 24"			
323	4"	Each	211.00	no
324	6"	Each	171.16	
325	8"	Each	279.00	
326	10"	Each	334.02	
327	12"	Each	527.02	
	OFFSETS MJ CAST IRON			
328	6" x 12"	Each	110.53	no
329	6" x 18"	Each	135.16	
330	6" x 24"	Each	171.16	
331	8" x 12"	Each	157.16	
332	8" x 18"	Each	196.42	
333	8" x 24"	Each	279.02	
	OFFSETS MJ SWIVEL GRADELOCK			
334	6" x 6"	Each	182.70	no
335	6" x 12	Each	325.51	
336	6" x 24"	Each	326.74	
	HYDRANT AMERICAN DARLING B-84-B / MUELLER SUPER CENTURIAN 200 W/STORZ NOZZLE SS BOLTS			
337	2-1/2' AD B-84-B	Each	1896.35	no
338	3' AD B-84-B	Each	1896.35	
339	4' AD B-84-B	Each	1971.88	
340	5' AD B-84-B	Each	2055.73	
341	2-1/2' MSC 200	Each	1830.07	
342	3' MSC 200	Each	1850.32	
343	4' MSC 200	Each	1928.05	
344	5' MSC 200	Each	2006.69	
	HYDRANT EXTENSION / MUELLER IMPROVED AD B-84-B, B-62-B			
345	6" MI	Each	242.20	no
346	12" MI	Each	294.45	
347	18" MI	Each	327.84	
348	6" AD B-84-B	Each	153.00	
349	12" AD B-84-B	Each	177.79	
350	18" AD B-84-B	Each	202.45	
351	6" AD B-62-B	Each	169.85	
352	12" AD B-62-B	Each	202.45	
353	18" AD B-62-B	Each	232.79	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SS BOLTS			
354	3/4" X 2 1/2" BOLTS SS	Each	3.00	NO
355	3/4" NUTS SS	Each	.82	
356	5/8" X 3" BOLTS SS	Each	4.00	
357	5/8" NUTS SS	Each	.90	
358	1/2" X 3" SS	Each	5.00	
359	1/2" NUTS SS	Each	1.00	
	FIRE HYDRANT F TO M REDUCER (HOSE CONNECTOR)			
360	2-1/2" x 2"	Each	12.01	NO
	AUTO FLUSHER			
361	2"	Each	2526.82	NO
	CHECK VALVES			
362	2" SWING BRASS F X F	Each	40.38	NO
	STAINLESS STEEL AIR RELIEVE VALVES			
363	2"	Each	260.00	NO
	BARRELL LOCKS			
364	TAMPER PROOF	Each	51.26	NO
365	TAMPER PROOF KEYS	Each	2.42	NO
	METER WASHERS			
366	3/4" X 1/16" FIBER	Each	.06	NO
367	1" X 1/16" FIBER	Each	.95	
368	3/4" X 1/8" RUBBER	Each	.16	
369	1" X 1/8" RUBBER	Each	2.00	
370	1 1/2" DROP GASKETS RUBBER	Each	1.00	
371	2" DROP GASKETS RUBBER	Each	1.00	
	WILKINS ZURN BACKFLOW PREVENTER			
372	2" REDUCED PRESSURE FNPT X FNPT	Each	588.10	NO
	FIRE HOSE PIN LUG SWIVEL ADAPTER			
373	2 1/2" X 2"	Each	1.59	NO
	HYDRANT REPAIR KITS MUELLER IMPROVED (BEFORE 1972)			
374	BONNETT REPAIR KIT	Each	27.00	NO
375	BREAKAWAY KIT	Each	113.72	
376	1' RISER	Each	297.00	
377	2' RISER	Each	379.00	
378	MAIN VALVE KIT	Each	542.00	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MUELLER SUPER CENTURION 200			
379	BONNETT REPAIR KIT	Each	36.00	NO
380	BREAKAWAY KIT	Each	106.00	
381	1' RISER	Each	269.25	
382	2' RISER	Each	340.00	
383	MAIN VALVE KIT	Each	333.00	
384	HYDRANT LUBRICANT (1 Gallon)	Each	27.74	
385	WHITE FOOD GREASE	Each	12.00	
	AMERICAN DARLING B-84-B			
386	BONNETT REPAIR KIT	Each	55.00	NO
387	BREAKAWAY KIT	Each	90.19	
388	1' RISER	Each	169.00	
389	2' RISER	Each	220.00	
390	MAIN VALVE KIT	Each	NIC	
	AMERICAN DARLING B-62-B			
391	BONNETT REPAIR KIT	Each	49.00	NO
392	BREAKAWAY KIT	Each	185.00	
393	MAIN VALVE KIT	Each	400.00	
	TRUE TAPPING VALVES (FLANGE X MJ) RESILIENT SEATED OPEN LEFT			
394	4"	Each	444.67	NO
395	6"	Each	627.83	
396	9"	Each	931.89	
397	10"	Each	1405.37	
398	12"	Each	2122.84	
	GATE VALVES MJ X MJ RESILIENT SEATED (OPEN LEFT - AWWA C515)			
399	3"	Each	312.69	NO
400	4"	Each	348.72	
401	6"	Each	444.80	
402	9"	Each	708.43	
403	10"	Each	1104.57	
404	12"	Each	1357.68	
	GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT - AWWA C515)			
405	4"	Each	346.01	NO
406	6"	Each	447.21	NO

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT (AWWA C515) (Continued)			
407	8"	Each	684.18	no
408	10"	Each	1104.57	no
409	12"	Each	1333.57	no
	GATE VALVES FLANGE X FLANGE RS OL			
410	3"	Each	309.22	no
411	4"	Each	345.53	
412	6"	Each	461.91	
413	8"	Each	721.81	
414	10"	Each	1147.03	
415	12"	Each	1384.87	
	ALL SS REPAIR CLAMP SECTION FULL CIRCLE CLAMPS			
416	30" PIPE OD 32.00 32.74	Each	717.90	no
417	20" PIPE OD 21.60 X 12"	Each	657.64	
418	16" PIPE OD 17.40-19.19 X 12"	Each	450.06	
419	16" PIPE OD 17.40-19.19 X 15"	Each	520.00	
420	12" PIPE OD 13.20-14.44 X 12"	Each	226.33	
421	12" PIPE OD 13.20-14.44 X 15"	Each	421.77	
422	10" PIPE OD 11.10-12.22 X 12"	Each	304.38	
423	10" PIPE OD 11.10-12.22 X 15"	Each	386.70	
424	8" PIPE OD 9.05-9.74 X 7-1/2"	Each	115.01	
425	8" PIPE OD 9.05-9.74 X 12"	Each	173.41	
426	8" PIPE OD 9.05-9.74 X 15"	Each	225.35	
427	6" PIPE OD 6.90-7.56 X 7-1/2"	Each	102.61	
428	6" PIPE OD 6.90-7.56 X 12"	Each	152.44	
429	6" PIPE OD 6.90-7.56 X 15"	Each	193.21	
430	6" PIPE/STEEL (PVC) 6.30 OD 7-1/2"	Each	99.23	
431	6" PIPE/STEEL (PVC) 6.30 OD 12"	Each	151.12	
432	6" PIPE/STEEL (PVC) 6.30 OD 15"	Each	187.27	
433	4" PIPE OD 4.80-5.57 X 7-1/2"	Each	88.21	
434	4" PIPE OD 4.80-5.57 X 12"	Each	135.20	
435	4" PIPE OD 4.80-5.57 X 15"	Each	163.18	
436	4" STEEL (PVC) OD 4.50-5.00 X 7-1/2"	Each	87.45	
437	4" STEEL (PVC) OD 4.50-5.00 X 12"	Each	134.27	
438	3" STEEL (PVC) OD 4.50-5.00 X 7-1/2"	Each	72.90	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	FULL IRON CLAMP FOR CAST IRON PIPE			
439	2" x 7-1/2"	Each	45.87	NO
440	2" x 12"	Each	73.88	NO
	DRESSER COUPLING FOR GALVANIZED PIPE			
441	2"	Each	31.94	NO
442	1-1/2"	Each	28.19	NO
443	1"	Each	21.19	NO
444	3/4"	Each	22.54	NO
	REDI CLAMPS FOR GALVANIZED PIPE (SMITH & BLAIR 245)			
445	2" x 6"	Each	11.72	NO
446	1-1/2" x 6"	Each	11.16	
447	1" x 6"	Each	9.74	
448	3/4" x 6"	Each	9.16	
449	2" x 3"	Each	6.48	
450	1-1/2" x 3"	Each	5.93	
451	1" x 3"	Each	5.37	
452	3/4" x 3"	Each	4.91	
	SMITH, BLAIR-COUPLING FOR CAST IRON PIPE 441			
453	2" OD 2.34-2.63	Each	30.37	NO
454	3" OD 3.80-3.96	Each	49.89	
455	4" OD 4.80-5.10	Each	62.37	
456	6" OD 6.90-7.22	Each	79.99	
457	8" OD 8.99-9.45	Each	101.12	
458	10" OD 11.10-11.60	Each	140.39	
459	12" OD 13.10-13.50	Each	169.04	
	MAXI COUPLING AC TO PVC C 900 PIPE SMITH & BLAIR			
460	4" OD 4.74-5.57	Each	79.77	NO
461	6" OD 6.59-7.60	Each	112.47	
462	8" OD 8.90-9.84	Each	131.55	
463	10" OD 10.70-11.38/11.4	Each	164.98	
464	12 OD 1310 - 1350	Each	195.15	
465	16" OD	Each	594.86	
466	20" OD	Each	485.28	
	HYMAX COUPLINGS			
467	6" OD range 6.42-7.68	Each	191.30	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	HYMAX COUPLINGS (Continued)			
468	8" OD range 8.54-9.84	Each	216.52	NO
469	10" OD range 10.96-12.2	Each	272.61	NO
470	12" OD range 13.15-14.4	Each	392.63	NO
	SMITH, BLAIR-COUPLING FOR GALVANIZED PIPE			
471	2" (411-00000263.900)	Each	31.94	NO
472	1-1/2" (411-00019001-00)	Each	27.46	NO
473	1 1/4"	Each	23.11	NO
	POLYETHYLENE TUBING SDR-9 (Per Linear Foot)			
474	3/4"	Linear Feet	20¢	NO
475	1"	Linear Feet	30¢	NO
476	1-1/2"	Linear Feet	.65	NO
477	2"	Linear Feet	1.05	NO
	WATER & SEWER PIPE SECTION (Per Linear Foot)			
478	3/4" PVC Pipe Sch 40 w/Bell	Linear Feet	.18	NO
479	1" PVC Pipe Sch 40 w/Bell	Linear Feet	.27	
480	1 1/4" PVC Pipe Sch 40 w/Bell	Linear Feet	.40	
481	1 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	.46	
482	2" PVC Pipe Sch 40 w/Bell	Linear Feet	.55	
483	2" PVC Pipe Sch 26 w/Bell	Linear Feet	.32	
484	2 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	1.37	
485	3" PVC Pipe Sch 40 w/Bell	Linear Feet	1.02	
486	4" PVC Pipe Sch 40 w/Bell	Linear Feet	1.54	
487	6" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	1.97	
488	6" PVC Pipe SDR 35 w/ Bell & Gasket	Linear Feet	1.49	
489	8" PVC Pipe Sch 26 w/Bell & Gasket	Linear Feet	3.56	
490	8" PVC Pipe Sch 35 w/Bell & Gasket	Linear Feet	2.47	
491	10" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	5.58	
492	10" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	4.19	
493	12" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	7.95	
494	12" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	6.01	
495	4" PVC Pipe C-900 DR 18	Linear Feet	1.89	
496	6" PVC Pipe C-900 DR 18	Linear Feet	3.73	
497	8" PVC Pipe C-900 DR 18	Linear Feet	6.47	
498	10" PVC-Pipe C-900 DR 18	Linear Feet	9.70	
499	12" PVC-Pipe C-900 DR 18	Linear Feet	13.69	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	WATER & SEWER PIPE SECTION - Continued (Per Linear Foot)			
500	16" PVC Pipe C-900 DR 18	Linear Feet	N/A	
501	20" PVC-Pipe C-900 DR 18	Linear Feet	N/A	
502	24" PVC-Pipe C-905 DR 18	Linear Feet	N/A	
	DUCTILE IRON PIPE (Per Linear Foot)			
503	12"	Linear Feet	30.31	no
504	10"	Linear Feet	23.46	
505	8"	Linear Feet	19.95	
506	6"	Linear Feet	15.00	
507	4"	Linear Feet	19.59	
508	3"	Linear Feet	N/A	
	SEWER MAIN FITTINGS			
509	8" x 6" Wye SDR 26	Each	50.87	no
510	10" x 6" Wye SDR 26	Each	113.72	
511	12" x 6" Wye SDR 26	Each	161.34	
512	8" x 10" SDR 26 TEES	Each	160.20	
513	10" x 6" SDR 26 TEES	Each	105.49	
514	12" x 6" SDR 26 TEES	Each	15.32	
515	6" PVC Coupling SDR 35	Each	25.12	
516	6" PVC Coupling SDR 26	Each	25.12	
517	8" PVC Coupling SDR 35	Each	38.96	
518	8" PVC Coupling SDR 26	Each	38.96	
519	10" PVC Couplings SDR 26	Each	73.72	
520	10" PVC Couplings SDR 35	Each	73.72	
521	12" PVC Couplings SDR 26	Each	107.03	
522	12" PVC Couplings SDR 35	Each	107.03	
	SHIELDED SEWER COUPLERS			
523	4" Clay to PVC	Each	23.22	NO
524	4" PVC to PVC	Each	15.15	
525	4" Concrete to PVC	Each	22.70	
526	6" Clay to PVC	Each	29.54	
527	6" PVC to PVC	Each	29.54	
528	6" Concrete to PVC	Each	46.03	
529	8" Clay to PVC	Each	44.80	
530	8" PVC to PVC	Each	43.86	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SHIELDED SEWER COUPLERS (Continued)			
531	8" Concrete to PVC	Each	58.51	No
532	10" Clay to PVC	Each	58.27	
533	10" PVC to PVC	Each	58.27	
534	10" Concrete to PVC	Each	58.27	
535	12" Clay to PVC	Each	71.33	
536	12" PVC to PVC	Each	71.33	
537	12" Concrete to PVC	Each	100.70	
	CONRETE MANHOLES WITH BUTAMASTIC COATING			
538	3 FT Wall	Each	N/A	
539	4 FT Wall	Each	N/A	
540	6 FT Wall	Each	N/A	
541	8 FT Wall	Each	N/A	
542	10 FT Wall	Each	N/A	
543	12 FT Wall	Each	N/A	
	CONCRETE RISERS DONUT			
544	2" x 23-1/2"	Each	14.39	No
545	3" x 23-1/2"	Each	17.36	
546	2" x 24"	Each	14.57	
547	3" x 24"	Each	25.13	
548	2" x 36"	Each	29.00	
549	3" x 36"	Each	39.00	
550	2" Metal	Each	N/A	
551	3" Metal	Each	N/A	
552	4" Metal	Each	N/A	
553	6" Metal	Each	N/A	
554	2' Concrete	Each	N/A	
555	3" Concrete	Each	N/A	
556	4" Concrete	Each	N/A	
557	6" Concrete	Each	N/A	
	PAM REX RIM & COVER			
558	24"	Each	634.44	No
559	32"	Each	980.14	
560	36"	Each	1,688.54	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	COMPOSITE RIM & COVER			
561	24"	Each	628.54	NO
562	32"	Each	971.04	
563	36"	Each	1657.27	
	SEWER RING & COVER			
564	23-1/2" Manhole Inflow Protection	Each	24.24	NO
565	35" Manhole Inflow Protection	Each	N/A	
566	24" Manhole Inflow Protection	Each	29.70	
567	32" Manhole Inflow Protection	Each	58.73	
568	36" Manhole Inflow Protection	Each	N/A	
569	16 - 1/4" Rim & Cover #V- (Or Approved Equal)	Each	N/A	
570	23 - 1/2" Manhole Cover Only	Each	113.70	
571	25 - 1/4" Manhole Cover Only	Each	N/A	
572	25 - 1/2" Manhole Covers Only	Each	N/A	
	SEWER TAP SUPPLIES SECTION			
573	4" PVC Couplings Sch 40	Each	2.26	NO
574	4" PVC Cleanout Threaded	Each	3.00	
575	4" PVC Cleanout Caps Sch 40	Each	1.75	
575	4" PVC 1/16 Bends Sch 40	Each	4.52	
576	4" PVC 1/8 Bends Sch 40	Each	5.08	
576	4" PVC 90 Bend Sch 40	Each	6.46	
577	4" Clay to PVC Rubber Hub	Each	3.88	
577	4" Cast Iron to PVC Rubber	Each	3.93	
578	4" Double Sweep Sanitary Sweep Tee PVC	Each	12.77	
578	4" Two Way Cleanout Tee PVC	Each	14.30	
579	4" PVC Saddle Kit Sch 40	Each	12.77	
579	4" PVC" Y" Sch 40	Each	10.84	
580	4" Caps for End of Pipe	Each	3.33	
580	6" PVC Couplings SDR 26	Each	25.95	
581	6" PVC 1/16 Bends SDR 26	Each	29.39	
581	6" PVC 1/16 Bends SDR 35	Each	12.03	
582	6" PVC 1/8 Bends SDR 26	Each	22.09	
582	6" PVC 1/8 Bends SDR 35	Each	12.41	
583	6" PVC 90 Bends SDR 26	Each	22.90	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SEWER TAP SUPPLIES SECTION (Continued)			
584	6' PVC 90 Bends SDR 35	Each	14.15	No
585	6" Cleanout Threaded Coupling	Each	11.99	
586	6" Cleanout Caps	Each	5.63	
587	6" Clay to PVC Rubber	Each	7.60	
588	6" to 4" PVC Reducers SDR 26	Each	7.45	
589	6" PVC to Cast Iron Rubber	Each	7.52	
590	6" x 4" Saddle PVC Sch 40	Each	21.00	
591	6" PVC "Y" SDR 26	Each	43.24	
592	6" PVC "Y" SDR 35	Each	24.16	
593	6" Caps for End of Pipe	Each	4.72	
594	8" PVC "Y" SDR 26	Each	98.29	
595	8' PVC "Y" SDR 35	Each	66.32	
596	8" PVC 1/16 Bends SDR 26	Each	52.24	
597	8" PVC 1/16 Bends SDR 35	Each	35.04	
598	8" PVC 90 Bends SDR 26	Each	91.82	
599	8" PVC 90 Bends SDR 35	Each	34.53	
600	8" PVC Cleanout Tee SDR 26	Each	69.68	
601	8" PVC Cleanout Tee SDR 35	Each	41.54	
602	8" PVC 8" x 6" Reducer SDR 26	Each	40.63	
603	8" PVC 8" x 6" Reducer SDR 35	Each	40.63	
604	8" to 4" PVC Saddle SDR 26	Each	20.75	
605	8" to 4" PVC Saddle SDR 35	Each	19.29	
606	8" to 6" PVC Saddle SDR 26	Each	22.07	
607	8" to 6" PVC Saddle SDR 35	Each	20.10	
608	8" Caps for End of Pipe Sch	Each	20.09	
609	10" 1/16 Bends SDR 26	Each	102.18	
610	10" 1/16 Bends SDR 35	Each	20.81	
611	10" 1/8 Bends SDR 26	Each	92.21	
612	10" 90 Bends SDR 26	Each	144.56	
613	10" 90 Bends SDR 35	Each	114.94	
614	10" Cleanout Tee SDR 26	Each	172.53	
615	10" Cleanout Tee SDR 35	Each	150.27	
616	10" PVC 10" x 6" SDR 35 Saddle	Each	40.26	
617	10" PVC 10" x 4" SDR 35 Saddle	Each	33.75	

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SEWER TAP SUPPLIES SECTION (Continued)			
618	10" PVC 10" x 6" SDR 26 Saddle	Each	40.25	No
619	10" PVC 10" x 4" SDR 26 Saddle	Each	33.73	
620	10" Caps for End of Pipe	Each	44.48	
621	10" PVC "Y" SDR 26	Each	44.48	
622	10" PVC "Y" SDR 35	Each	169.25	
623	12" 1/16 Bends PVC SDR 26	Each	108.06	
624	12" 1/16 Bends PVC SDR 35	Each	143.22	
625	12" 1/8 Bends PVC SDR 26	Each	120.98	
626	12" 1/8 Bends PVC SDR 35	Each	136.06	
627	12" 90 Bends PVC SDR 26	Each	137.00	
628	12" 90 Bends PVC SDR 35	Each	192.00	
629	12" x 6" PVC Saddles SDR 26	Each	46.33	
630	12" x 6" PVC Saddles SDR 35	Each	46.54	
636	12" x 4" PVC Saddles SDR 26	Each	41.40	
637	12" x 4" PVC Saddles SDR 35	Each	41.83	
638	12" Caps for End of Pipe	Each	63.80	
639	15" Coupling 26/35	Each	145.00	
640	15" 1/16 Bends 26/35	Each	280.00	
641	15" 1/2 Bends 26/35	Each	250.00	
642	15" 90 Bends 26/35	Each	307.54	
	TEST BALL PLUGS			
643	4"-6" Test Ball Plug	Each	95.00	No
644	6"-8" Test Ball Plug	Each	137.94	
645	8"-12" Test Ball Plug	Each	N/A	
646	10" - 16" Test Ball Plug	Each	N/A	
647	12"- 18"Test Ball Plug 8-16	Each	471.04	
648	15"-30" Test Ball Plug 12-24	Each	704.52	
649	20" - 36" Test Ball Plug	Each	N/A	
650	24"- 42"Test Ball Plug	Each	N/A	
	BYPASS PLUGS			
651	6"- 8" Bypass Plug	Each	N/A	
652	8"- 10" Bypass Plug	Each	N/A	
653	8"- 12" Bypass Plug	Each	N/A	
654	12"- 18" Bypass Plug	Each	N/A	

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MISCELLANEOUS PIPE SUPPLIES			
655	Pipe Primer (Quarts)	Each	5.54	NO
656	Pipe Cement (Quarts)	Each	8.87	
657	Pipe Lubricant (Quarts)	Each	3.21	
658	Pipe Sealant (Pints)	Each	4.00	
659	6" Source 1 Patch Kit	Each	540.00	
660	8" Source 1 Patch Kit	Each	600.00	
661	10" Source 1 Patch Kit	Each	660.00	
662	12" Source 1 Patch Kit	Each	720.00	
663	Source 1 Seal Guard	Each	625.00	
	EAST JORDAN WATER MASTER 5CD250 FIRE HYDRANT W/STORZ NOZZLE - SS BOLTS			
664	2-1/2' EJWM 5CD250	Each	N/Q	
665	3' EJWM 5CD250	Each	N/Q	
666	4' EJWM 5CD250	Each	N/Q	
667	5' EJWM 5CD250	Each	N/Q	
	OTHER CATALOG ITEMS			
Discount for miscellaneous items not listed:		L-10%	$97,059.97	

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).
Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

Date: 12/10/2019

To: Prospective Bidders

Subject: Addendum No. 1
Answers to Questions

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/18/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Line #361 - 2" Auto Flusher, is there any more description available?

Please see attachment.

Line #554-557 under Concrete Riser Donuts, can you provide the size of ring.23-1/2" / 24" / 36"???

Yes, please include all of this size.

Line #550-563 Still under Concrete riser Donuts, 2"/3"/4"/6" METAL RINGS...Can you provide the size of ring.23-1/2 / 24"/ 36"???

Yes, you have the right concrete donuts sizes and metal riser rings that is the correct sizes also.

What does PTPIM mean?

Please review Appendix J, Scope of Services, Cost-Based Adjustments due to Tariffs: "Potentially Time and Price-Impacted Materials(s)".

What type of pipe will these go on? Steel, PVC, Copper, Other?

Steel, PVC, HDPE AC

Do you want Carbon Steel Construction?

Yes.

Do you want that with an Epoxy Coat?

Yes

Do you need these in 304 Stainless steel?

Yes.

Is Buna-N Gasket ok for all sizes?

Yes, all of this answer refer to Tapping Saddles.

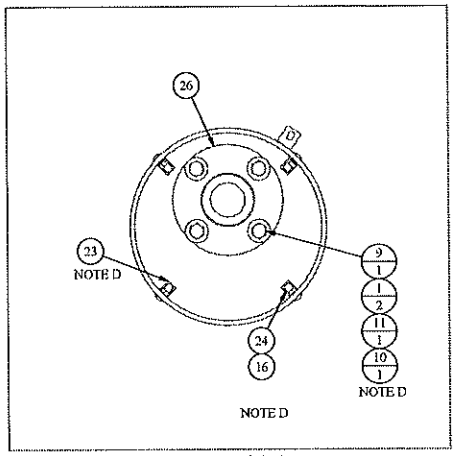
I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	**Date**
Printed Name	**Company Name**

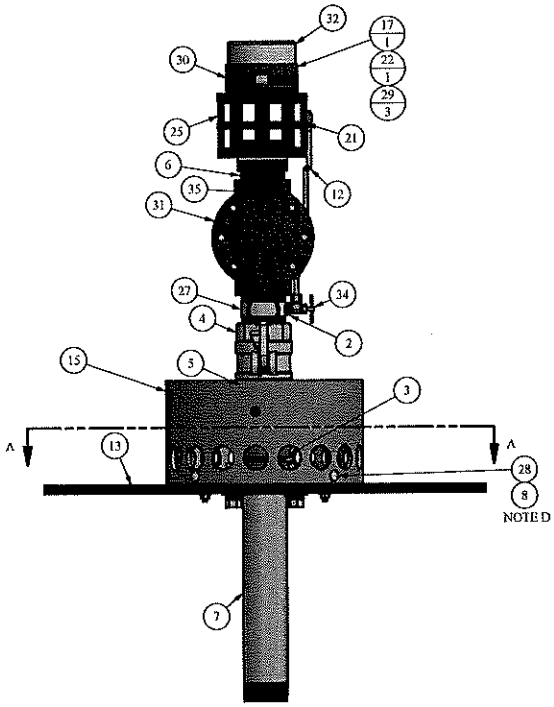
A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

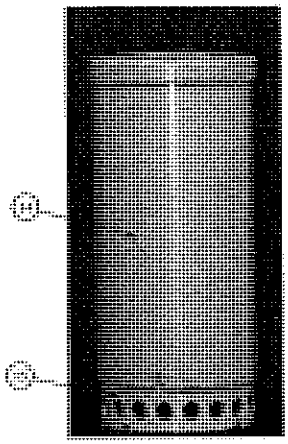
PATENTED 9400WC CUT SHEET

PARTS LIST				
ITEM	QTY	PART NUMBER	DESCRIPTION	NOTES
1	8	1/2WSS	1/2" S.S. FLAT WASHER	
2	1	1/4 X 1/8SHB	1/4" x 1/8" S.S. HEX BUSHING	
3	1	2PVCC	2" SCH. 80 PVC COUPLING	
4	1	2QD-DSS	2" S.S. "D" QUICK DISCONNECT	
5	1	2QD-FSS	2" S.S. "F" QUICK DISCONNECT	
6	1	2SSCN	2" S.S. CLOSE NIPPLE	
7	1.19	2SSP	2" S.S. PIPE	
8	8	345-N-9400	1/4" S.S. NUT	
9	4	628A-B-SS	S.S. FLANGE BOLT	
10	4	629A-N-SS	S.S. FLANGE NUT	
11	4	7629	S.S. FLANGE LOCK WASHER	
12	1.33	88-7	1/4" COPPER TUBING	
13	1	9402WC	PLATFORM FOR 9400WC	C
14	1	9403	COVER FOR 9400	C
15	4	9404	BASE FOR 9400	C
16	4	9419	S.S. WASHER FOR MOUNTING BRACKET TO PLATFORM	
17	1	9431	CONTROLLER COVER (BOTTOM)	A,C
18	1	9432	VALVE COVER	A,C
19	1	9433	SOLENOID COVER	A,C
20	1	9434	CONTROLLER COVER (TOP)	A,C
21	1	9435	SAMPLING POINT COVER	C
22	1	9436	CONTROLLER WASHER	
23	4	9437	S.S. L BRACKET	
24	4	9438	S.S. BOLT FOR MOUNTING BRACKET TO PLATFORM	
25	1	9439	WATER DIVERTER	
26	1	9440	2" SCH. 80 PVC THREADED FLANGE	
27	1	9442	2" S.S. NIPPLE	
28	4	9470	S.S. BOLT FOR BASE TO MOUNTING BRACKET	
29	3	9471	SCREW FOR PLASTIC CAP	
30	1	9477	S.S. HOSE CLAMP FOR CONTROLLER	C
31	1	9515	2" ICV VALVE	C
32	1	9517	VALVE CONTROLLER	
33	2	9518	9 VOLT BATTERY	A
34	1	9824	90° BRASS NEEDLE VALVE	
35	1	HV458200	SOLENOID	
OPTIONS / REPAIR PARTS LIST				
36	0	9469	DE-CHLORINATION BASKET	C
37	0	9516	2" PGV VALVE	C
ICV PARTS LIST (6 BOLTS)				
*		HV365400	9515 VALVE SPRING	A,C
*		HV365500	9515 VALVE BODY	A,C
*		HV365900	9515 DIAPHRAGM SUPPORT	A,C
*		HV366700	9515 BONNET BOLT	A,C
*		HV371600	9515 E-CLIP RETAINER	A,C
*		HV374500	9515 DIAPHRAGM ASSEMBLY	A,C
*		HV380600	9515 BONNENT	A,C
*		HV560800	9515 FLOW CONTROL ASSEMBLY	A,C
*		HV561200	9515 FLOW CONTROL KNOB	A,C
*		HV561500	9515/9516 BLEED SCREW	A,C
PGV PARTS LIST (12 BOLTS)				
*		HV412700	9516 FLOW CONTROL HANDLE	A,C
*		HV414200	9516 VALVE SPRING	A,C
*		HV414600	9516 FLOW CONTROL ASSEMBLY	A,C
*		HV414800	9516 DIAPHRAGM SUPPORT	A,C
*		HV415400	VALVE PLUG O-RING	A,C
*		HV415500	9516 BONNENT	A,C
*		HV415600	9516 DIAPHRAGM ASSEMBLY	A,C
*		HV419300	BODY PLUG	A,C
*		HV433300	9516 VALVE BODY	A,C
*		HV472800	9516 BONNENT SCREW	A,C

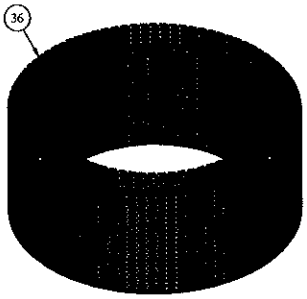


SECTION A-A
TOP CUT VIEW

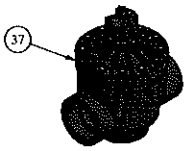




9469 DECHLORE BASKET



9516 PGV VALVE



X9400WC-UP ASSEMBLY

REPAIR KITS		
PART NUMBER	DESCRIPTION	PARTS INCLUDED
X9400WC-SAMPLING	9400WC SAMPLING POINT COMPLETE	1/4 x 1/8SHB BUSHING (1), 9824 NEEDLE VALVE (1), 88-7 TUBING (1.33), 9435 SAMPLING POINT COVER (1)
X9400WC-UP	9400WC UPPER ASSEMBLY	9517 CONTROLLER (1), 9518 BATTERY (2), 9434 CONTROLLER COVER (TOP) (1), 9431 CONTROLLER COVER (BOTTOM) (1), 9477 CLAMP (1), 9436 WASHER (1), 9471 SCREW (3), 9439 DIVERTER (1), 1/4 x 1/8SHB BUSHING (1), 9824 NEEDLE VALVE (1), 88-7 TUBING (1.33), 9435 SAMPLING POINT COVER (1), 9515 2" ICV VALVE (1), 9432 VALVE COVER (1), 9442 NIPPLE (1), 2QD-DSS DISCONNECT (1), 9433 SOLENOID COVER (1), 2SSCN 2" NIPPLE (1)
X9517	CONTROLLER WITH BATTERIES (WARM CLIMATES)	9517 CONTROLLER (1), 9518 BATTERY (2), 9434 COVER (TOP) (1), HV458200 SOLENOID (1)
OPTIONAL REPAIR KITS		
X380600	9515 BONNET COMPLETE	HV380600 BONNET (1), HV561200 KNOB (1), HV561500 BLEED SCREW (1), HV371600 E-CLIP (1), HV560800 FLOW CONTROL (1)

NOTE	DESCRIPTION
A	NOT SHOWN
C	SOLD AS REPLACMENT PART
D	BOLT ASSEMBLY USED ON ALL SIMILAR HOLES/BRACKETS

DISCLAIMER
THIS DRAWING IS THE PROPERTY OF THE KUPFERLE FOUNDARY COMPANY. IT IS NOT TO BE USED OR DUPLICATED WITHOUT THE PERMISSION OF THE OWNER.

LEGEND
X → STANDARD TAG
X/Y → TAG WITH Y QUANTITY

DRAWN SMS	10/25/2017	
CHECKED OCL	7/31/2018	
MODIFIED		
SIZE C	SCALE 1/5	
DWG NO #9400WC Cut_Rev0	SHEET 1 OF 1	REV 0

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2019

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

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

PRODUCER
Willis of Pennsylvania, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: ACE American Insurance Company	22667
INSURER C: Indemnity Insurance Company of North Ameri	43575
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ferguson Enterprises, LLC and Subsidiaries
(See Attached Named Inaured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

COVERAGES CERTIFICATE NUMBER: W14589987 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		TB2-691-468654-019	05/01/2019	05/01/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X Self-Insured SCHEDULED AUTOS X NON-OWNED AUTOS ONLY X Physical Damage	Y		ISAH25281093	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC65894075	05/01/2019	05/01/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
B	Workers' Compenaation & Employers Liability- CA/MA Per Statute			WLRC65894038	05/01/2019	05/01/2020	E.L. Each Accident	$2,000,000
							E.L. Disease -Pol Lmt	$2,000,000
							E.L. Disease-Each Emp	$2,000,000

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

Store #2939

Workers Compensation Policy WLR C65894075 provides coverage for AL, AK, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, ME, MD, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV.

SEE ATTACHED

CERTIFICATE HOLDER

City of Galveston
Attn: Michael Loftin
823 Rosenberg
Galveston, TX 77550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.	NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Galveston is included as Additional Insured under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

City of Galveston is included as Additional Insured as respects to Auto Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

POLICY NUMBER: RWCC65893952 EFF DATE: 05/01/2019 EXP DATE: 05/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation &	E.L. Each Accident	$2,000,000
Employers Liability - WI	E.L. Disease -Pol Lmt	$2,000,000
Per Statute	E.L. Disease-Each Emp	$2,000,000

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As of 12/13/2019

FERGUSON ENTERPRISES, LLC

ACTIVE DBA SUBSIDIARY LIST

Entity Name	Entity Name
AC Wholesalers	Ferguson Valve & Automation
Action Automation, a Wolseley Industrial Group company (eff 8/20/2018)	Ferguson Waterworks
Action Plumbing Supply (effective 7/15/2019)	Ferguson Waterworks - Municipal Pipe
ADL (effective 7/16/2018)	Ferguson Waterworks - Red Hed
Alaska Pipe & Supply	Ferguson Waterworks EPPCO
Andrews Lighting & Hardware Gallery	Ferguson Waterworks International
The Ar-Jay Center	Galleria Bath & Kitchen Showplace
Atlantic American Fire Equipment Company	Grand Junction Pipe (effective 9/24/2018)
Avallon Global	HM Wallace, Inc.
BAC Appliance Center	H. P. Products Corporation
Bath + Beyond	HP Logistic, Inc.
Bayport Partners, LLC	Improvement Brands Holdings, Inc.
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Industrial Hub of the Carolinas
Brock-McVey (effective 7/30/2018)	Innovative Soil Solutions LLC (effective 7/29/2019)
Bruce-Rogers Company	James Martin Signature Vanities, LLC (effective 1/28/2019)
Build.com, Inc. (fka Improvement Direct, Inc.)	J&G Products
Cal-Steam	Jones Stephens Corp. (effective 8/13/2018)
Capital Distributing (effective 10/29/2018)	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
City Lights Design Showroom	J.D. Daddario Company
CFP	Joseph G. Pollard Co.
Clawfoot Supply, LLC	Karl's Appliances
Cline Contract Sales	Kitchen Art (effective 2/4/2019)
Custom Lighting & Hardware	Lakeland Plumbing Supply, LLC
Davies Water	Lighting Design Center
DBS Holdings, Inc.	Lighting Unlimited
Dealernet	Lincoln Products
Duhig Stainless (effective 3/12/2018)	Linwood Pipe and Supply
Energy & Process Corporation	Living Direct, Inc.
Equarius Waterworks, Meter & Automation Group	Louisiana Utilities Supply Company
Factory Direct Appliance	LUSCO
Ferguson Bath & Kitchen Gallery	Mahwah Realty, LLC
Ferguson Bath, Kitchen & Lighting Gallery	Maskir Properties Inc.
Ferguson.com	Matera Paper Company, Inc.
Ferguson CESCO, Inc.	Max Industries, Ltd. (effective 1/28/2019)
Ferguson Direct	McFarland Supply
Ferguson Enterprises, Inc.	Michigan Meter
Ferguson Facilities Supply (FEI)	Millennium Lighting, Inc. (effective 8/27/2018)
Ferguson Facilities Supply (for Matera Paper -TX only)	Mission Valley Pipe (effective 6/3/2019)
Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)	Mississippi Utility Supply Co. (MUSCO)
Ferguson Fire & Fabrication, Inc.	Myers HVAC Supply
Ferguson Fire & Fabrication International	National Fire Products
Ferguson Heating & Cooling	New Jersey Plumbing Group, LLC
Ferguson Hospitality Sales	New York Plumbing Designs, LLC
Ferguson HVAC – Air Cold	North Point Plumbing Supply, LLC
Ferguson HVAC – EastWest Air	Orange County Plumbing Group, LLC
Ferguson HVAC – Lyon Conklin	Palm Designs LLC
Ferguson Integrated Services	PCS Industries
Ferguson International	PL Sourcing
Ferguson Panama, S.A.	Plumb Source
Ferguson Parts & Packaging	Plumbing Décor

As of 12/13/2019

FERGUSON ENTERPRISES, LLC

ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST	
Entity Name	Entity Name
Plumbing Holdings Corp.	Wolseley Staffing de Mexico S.A. de C.V.
Pollardwater	WPCC Forwarding
Powell Pipe & Supply Co.	Wright Plumbing Supply
Power Equipment Direct Inc.	
Process Instruments & Controls, LLC (effective 9/9/2019)	
Professional's Bath Source	
PV Sullivan Supply	
Ramapo Wholesalers	
RB Huntington Realty, LLC	
Robertson Supply (effective 11/19/2018)	
Rocky Hollow Realty, LLC	
Renwes Sales	
Redlon & Johnson	
Reese Kitchen, Bath & Lighting Gallery	
S.W. Anderson Sales Corporation (effective 11/11/2019)	
Safe Step Walk in Tub, LLC (effective 7/31/2018)	
SG Supply Co.	
Ship-Pac	
Signature Hardware	
SimplyPlumbing, LLC	
SOS Sales	
Southhampton Realty Corp.	
Stock Loan Services, LLC	
Supply.com	
Tarpon Wholesale Supplies	
The Davidson Group	
The Plumbing Source	
The Stock Market	
Tinkar Realty, LLC	
TotalFab, LLC	
TPW Kitchen & Bath	
Wallwork (effective 12/10/2018)	
Wanlyn Realty Corp.	
Waterworks Industries	
Webb Distributors	
Western Air Supply	
Westfield Lighting	
Wholesale Group	
Wholesale Group Operations, Inc.	
Wolseley (Barbados) Ltd	
Wolseley de Puerto Rico, Inc.	
Wolseley Financial Services	
Wolseley Industrial Group	
Wolseley Integrated de Mexico S.A. de C.V.	
Wolseley Investments North America, Inc.	
Wolseley Investments, Inc.	
Wolseley NA Construction Services, LLC	
Wolseley NA Finance, Inc.	

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.

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SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented by you. However, the insurance provided will not exceed the lesser of: .The coverage and/or limits of this policy, or .The coverage and/or limits required by said contract or agreement.	All locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into.	**All locations.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2020-574420

Date Filed:
01/07/2020

Date Acknowledged:

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

Ferguson Waterworks
Humble, 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-20-009
Utilities Contruction Materials

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. [X]

6 UNSWORN DECLARATION

My name is Paulino Miranda, and my date of birth is 02/11/1993.

My address is 15711 Eastex Freeway (street), Humble (city), TX (state), 77396 (zip code), Harris (country).

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

Executed in Harris County, State of Texas, on the 7th day of January (month), 20 20 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2019

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

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

PRODUCER
Willis of Pennsylvania, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : ACE American Insurance Company	22667
INSURER C : Indemnity Insurance Company of North Ameri	43575
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ferguson Enterprises, LLC and Subsidiaries
(See Attached Named Insured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

COVERAGES

CERTIFICATE NUMBER: W14589987 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		TB2-691-468654-019	05/01/2019	05/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 5,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Self-Insured X Physical Damage	Y		ISAH25281093	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC65894075	05/01/2019	05/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
B	Workers' Compensation & Employers Liability- CA/MA Per Statute			WLRC65894038	05/01/2019	05/01/2020	E.L. Each Accident E.L. Disease -Pol Lmt E.L. Disease-Each Emp	$2,000,000 $2,000,000 $2,000,000

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

Store #2939

Workers Compensation Policy WLR C65894075 provides coverage for AL, AK, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, ME, MD, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV.

SEE ATTACHED

CERTIFICATE HOLDER

City of Galveston
Attn: Michael Loftin
823 Rosenberg
Galveston, TX 77550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.	NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Galveston is included as Additional Insured under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

City of Galveston is included as Additional Insured as respects to Auto Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

POLICY NUMBER: RWCC65893952 EFF DATE: 05/01/2019 EXP DATE: 05/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation &	E.L. Each Accident	$2,000,000
Employers Liability - WI	E.L. Disease -Pol Lmt	$2,000,000
Per Statute	E.L. Disease-Each Emp	$2,000,000

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As of 12/13/2019

FERGUSON ENTERPRISES, LLC

ACTIVE DBA SUBSIDIARY LIST

Entity Name	Entity Name
AC Wholesalers	Ferguson Valve & Automation
Action Automation, a Wolseley Industrial Group company (eff 8/20/2018)	Ferguson Waterworks
Action Plumbing Supply (effective 7/15/2019)	Ferguson Waterworks - Municipal Pipe
ADL (effective 7/16/2018)	Ferguson Waterworks - Red Hed
Alaska Pipe & Supply	Ferguson Waterworks EPPCO
Andrews Lighting & Hardware Gallery	Ferguson Waterworks International
The Ar-Jay Center	Galleria Bath & Kitchen Showplace
Atlantic American Fire Equipment Company	Grand Junction Pipe (effective 9/24/2018)
Avallon Global	HM Wallace, Inc.
BAC Appliance Center	H. P. Products Corporation
Bath + Beyond	HP Logistic, Inc.
Bayport Partners, LLC	Improvement Brands Holdings, Inc.
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Industrial Hub of the Carolinas
Brock-McVey (effective 7/30/2018)	Innovative Soil Solutions LLC (effective 7/29/2019)
Bruce-Rogers Company	James Martin Signature Vanities, LLC (effective 1/28/2019)
Build.com, Inc. (fka Improvement Direct, Inc.)	J&G Products
Cal-Steam	Jones Stephens Corp. (effective 8/13/2018)
Capital Distributing (effective 10/29/2018)	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
City Lights Design Showroom	J.D. Daddario Company
CFP	Joseph G. Pollard Co.
Clawfoot Supply, LLC	Karl's Appliances
Cline Contract Sales	Kitchen Art (effective 2/4/2019)
Custom Lighting & Hardware	Lakeland Plumbing Supply, LLC
Davies Water	Lighting Design Center
DBS Holdings, Inc.	Lighting Unlimited
Dealernet	Lincoln Products
Duhig Stainless (effective 3/12/2018)	Linwood Pipe and Supply
Energy & Process Corporation	Living Direct, Inc.
Equarius Waterworks, Meter & Automation Group	Louisiana Utilities Supply Company
Factory Direct Appliance	LUSCO
Ferguson Bath & Kitchen Gallery	Mahwah Realty, LLC
Ferguson Bath, Kitchen & Lighting Gallery	Maskir Properties Inc.
Ferguson.com	Matera Paper Company, Inc.
Ferguson CESCO, Inc.	Max Industries, Ltd. (effective 1/28/2019)
Ferguson Direct	McFarland Supply
Ferguson Enterprises, Inc.	Michigan Meter
Ferguson Facilities Supply (FEI)	Millennium Lighting, Inc. (effective 8/27/2018)
Ferguson Facilities Supply (for Matera Paper -TX only)	Mission Valley Pipe (effective 6/3/2019)
Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)	Mississippi Utility Supply Co. (MUSCO)
Ferguson Fire & Fabrication, Inc.	Myers HVAC Supply
Ferguson Fire & Fabrication International	National Fire Products
Ferguson Heating & Cooling	New Jersey Plumbing Group, LLC
Ferguson Hospitality Sales	New York Plumbing Designs, LLC
Ferguson HVAC – Air Cold	North Point Plumbing Supply, LLC
Ferguson HVAC – EastWest Air	Orange County Plumbing Group, LLC
Ferguson HVAC – Lyon Conklin	Palm Designs LLC
Ferguson Integrated Services	PCS Industries
Ferguson International	PL Sourcing
Ferguson Panama, S.A.	Plumb Source
Ferguson Parts & Packaging	Plumbing Décor

As of 12/13/2019

FERGUSON ENTERPRISES, LLC

ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST	
Entity Name	**Entity Name**
Plumbing Holdings Corp.	Wolseley Staffing de Mexico S.A. de C.V.
Pollardwater	WPCC Forwarding
Powell Pipe & Supply Co.	Wright Plumbing Supply
Power Equipment Direct Inc.	
Process Instruments & Controls, LLC (effective 9/9/2019)	
Professional's Bath Source	
PV Sullivan Supply	
Ramapo Wholesalers	
RB Huntington Realty, LLC	
Robertson Supply (effective 11/19/2018)	
Rocky Hollow Realty, LLC	
Renwes Sales	
Redlon & Johnson	
Reese Kitchen, Bath & Lighting Gallery	
S.W. Anderson Sales Corporation (effective 11/11/2019)	
Safe Step Walk in Tub, LLC (effective 7/31/2018)	
SG Supply Co.	
Ship-Pac	
Signature Hardware	
SimplyPlumbing, LLC	
SOS Sales	
Southhampton Realty Corp.	
Stock Loan Services, LLC	
Supply.com	
Tarpon Wholesale Supplies	
The Davidson Group	
The Plumbing Source	
The Stock Market	
Tinkar Realty, LLC	
TotalFab, LLC	
TPW Kitchen & Bath	
Wallwork (effective 12/10/2018)	
Wanlyn Realty Corp.	
Waterworks Industries	
Webb Distributors	
Western Air Supply	
Westfield Lighting	
Wholesale Group	
Wholesale Group Operations, Inc.	
Wolseley (Barbados) Ltd	
Wolseley de Puerto Rico, Inc.	
Wolseley Financial Services	
Wolseley Industrial Group	
Wolseley Integrated de Mexico S.A. de C.V.	
Wolseley Investments North America, Inc.	
Wolseley Investments, Inc.	
Wolseley NA Construction Services, LLC	
Wolseley NA Finance, Inc.	

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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.

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SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented by you. **However, the insurance provided will not exceed the lesser of:** **.The coverage and/or limits of this policy, or** **.The coverage and/or limits required by said contract or agreement.**	**All locations.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into.	**All locations.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CONTRACT FOR SUPPLY OF COMMODITIES
Municipal Utilities Pipes, Parts, and Fitting Materials

This Contract (the "Contract") is made and entered into this _____ day of January, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Core and Main LP, a partnership, located at 7022 Easthaven Blvd., Houston, TX, 77017. 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 supplies in connection with Municipal Utilities Pipes, Parts, and Fitting Materials, within the City of Galveston ("City") and Core and Main LP. ("Company") desires to provide such commodities; 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:

Municipal Utilities Pipes, Parts, and Fitting Materials

Response to Bid 20-002

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates the 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 for (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any extension. No option to extend will be considered without the availability of funds, or if the contractor's past performance is not up to industry standard.

6. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, and if necessary installed, by Company at the request of City in accordance with the schedules/timetables described in greater detail in the attached 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 7022 Easthaven Blvd., Houston, TX, 77017. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

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

$2,000,000 general liability (includes products and personal, etc.)
$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

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

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

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

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

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

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

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

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

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

20. 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.

21. 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.

22. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Municipal Utilities Pipes, Parts, and Fitting Materials 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

Core and Main LP
7022 Easthaven Blvd.
Houston, Texas, 77017

[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

By: _____
Brian Maxwell, City Manager

CORE AND MAIN LP

By: _____
Wendy Niemczak, Branch Manager

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, CORE AND MAIN LP, ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
Harris **COUNTY** §

On this day, BEFORE ME, the undersigned, personally appeared Wendy Niemczak **of Core and Main LP,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of January, 2022

JAMES RAY CHOATE
ID #129126346
My Commission Expires
September 17, 2020

_____
Notary Public in and for
The State of Texas

City of Galveston

INVITATION TO BID

Bid Reference Number: 20-002

Project Title: Municipal Utilities Pipes, Parts, and Fitting Materials

Bid Closing Date: 10:00 A.M.(CST), Thursday, December 19, 2019

One (1) Original and one (1) copies and one media source required.
No bids submitted after the above deadline will be accepted.

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

TABLE OF CONTENTS

Table of Contents ..... Pages 1 & 2

Invitation to Bid
(1) Introduction ..... Page 3
(2) Contact Information ..... Page 4
(3) General Information ..... Page 4
(4) ITB Withdrawals and / or Amendments ..... Page 4
(5) Estimated Quantities ..... Page 4
(6) Bid Submittal Requirements ..... Page 5
(7) Bid Evaluation and Contract Award ..... Page 6
(8) Declaration of Policy ..... Page 8

Appendix A – Bid
(-) Label Format for Submittal Packet's Sealed Envelope ..... Page 9

I. Required Bid Information:
(1) Proposed Products and / or Services ..... Page 10
(2) Cost of Proposed Products and Services ..... Page 10
(3) Bidder's Experience / Staff ..... Page 10
(4) References ..... Page 11
(5) Trade Secrets and / or Confidential Information ..... Page 12
(6) Federal, State and / or Local Identification Information ..... Page 12
(7) Cooperative Governmental Purchasing Notice ..... Page 12
(8) Term of Contract and Option to Extend ..... Page 12
(9) Emergency Business Services Contact Notice ..... Page 13

II. Contract Terms and Conditions:
(1) Delivery of Products and Services ..... Page 14
(2) Miscellaneous ..... Page 16
(3) Financial Responsibility Provisions ..... Page 17

Appendix B – Conflict of Interest Form ..... Page 19
Appendix C – House Bill 89 Verification Form ..... Page 21
Appendix D – Property Tax Statement ..... Page 22
Appendix E – Nepotism Statement ..... Page 23
Appendix F – Non-Collusion Statement ..... Page 24
Appendix G – Document 000435 ..... Page 25
Appendix H – No Intent to Submit Form ..... Page 26
Appendix I – ACH Form (this form is optional) ..... Page 27 & 28

Appendix J – Scope of Services

(1) Project Title ..... Page 29
(2) Scope of Services Contact ..... Page 29
(3) Special Conditions ..... Page 29
(4) Brand Manufacture Reference ..... Page 42
(5) Key Events Schedule ..... Page 42
(6) Scope of Services ..... Page 43

Galveston, Texas

Invitation to Bid

0. Introduction

A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the bid packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

1. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

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

Email Address: purchasing@galvestontx.gov

2. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

3. ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.

B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

4. Estimated Quantities

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

5. Bid Submittal Requirements

A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Work. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "Bid 20-002 Municipal Utilities Pipes Parts and Fitting Materials." The question deadline will be addressed in Appendix J-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Work.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

6. Bid Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids based on the lowest bid price. Vendors shall not contact any City of Galveston personnel during the bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. City reserves the right to determine which Bid is the lowest and responsible, per Texas Local Government Code § 252.043(a). The City Council shall be the sole judge in determining award.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
   a. Name, address and telephone number of the protestor.
   b. Identification of the solicitation or contract number and time.
   c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
   d. Identification of the issue(s) to be resolved and statement of what relief is requested.
   e. Arguments and authorities in support of the protest.
   f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause;

   i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

   ii) The successful bidder violates any of the provisions of these specifications; or

   iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or

   iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

   v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any

payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

✓ Appendix A (pages _9_ through _18_) must be included in the bid submittal.

✓ Appendix B – G (pages_20_ through _26_) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- [✓] Appendix B – Conflict of Interest
- [✓] Appendix C – House Bill 89 Verification
- [✓] Appendix D – Property Tax Statement
- [✓] Appendix E – Nepotism Statement
- [✓] Appendix F – Non-Collusion Statement
- [✓] Appendix G – Certification Regarding Debarment

✓ Appendix J (pages_28_ and all required documents) must be included in the bid submittal.

All proposals submitted to the City of Galveston shall include this page within the submitted bid.

ITB Number:	20-002
Project Title:	Municipal Utilities Pipes, Parts, and Fitting Materials
Submittal Deadline:	10:00 A.M.(CST), Thursday, December 19, 2019

Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553

Bidder Information:

Bidder's Legal Name:	Core & Main LP		
Address:	7022 Easthaven Blvd.		
City, State & Zip	Houston, TX 77017		
Federal Employers Identification Number #	03-0550887		
Phone Number:	713-378-0129	Fax Number:	713-378-0429
E-Mail Address:	Jose.Hernandez@coreandmain.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Wendy Niemczak, Branch Manager

Signature of Authorized Representative: [signature]

Signed this 17 (day) of December (month), 2019 (year)

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: If applicable, Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

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

   A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

   B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format, unless price sheet is made available in Appendix J:

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

3. **Bidder's Experience / Staff**

   A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

   B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 15; and the number of employees: approx 3,100

D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: City of Seabrook	
Contact Name: Arthur Chairez	Contact Title: DPW
Phone: 281-474-3286	Email: achairez@seabrooktx.gov
Date and Scope of Work Provided: Yearly water and sewer supplies.	

Reference #2:

Client / Company Name: City of League City	
Contact Name: Chris Svahn	Contact Title: Water Supr.
Phone: 281-554-1392	Email: chris.svahn@leaguecity.com
Date and Scope of Work Provided: Yearly water and sewer supplies.	

Reference #3:

Client / Company Name: Galveston County WCID #1	
Contact Name: Mike Rutledge	Contact Title: Water and Sewer Buyer
Phone: 281-337-1576	Email: mrutledge@wcid1.com
Date and Scope of Work Provided: Yearly water and sewer supplies.	

5. **Trade Secrets and/or Confidential Information**

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

6. **Federal, State and/or Local Identification Information**

Centralized Master Bidders List registration number: _____.

Prime contractor HUB / MWBE registration number: _____.

An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #_____-_____-_____.

Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 027564029.

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.

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 **[x] No, Only the City can purchase.**

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

Any contract resulting from this ITB shall be effective for one (1) year from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to **four (4) additional years**, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past

performance is not within the industry standard.

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

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

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (2%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than four percent (2%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION ..... 5 %

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... 5 %

THIRD ADDITIONAL YEAR (FY 2023) ESCALATION ..... 5 %

FOURTH ADDITIONAL YEAR (FY 2024) ESCALATION ..... 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: Core & Main LP

Contract #: Bid Number 20-002

Description: Municipal Utilities Pipes, Parts, and Fitting Materials

Primary Contact (Name): Jose Hernandez

Primary Contact Phone Numbers: Home: _____ Cell: 281-794-8685

Secondary Contact (Name): Wendy Niemczak

Secondary Contact Phone Numbers: Home: _____ Cell: 281-785-0591

After Hours emergency opening fee, if applicable: $ 0.00

II. ***CONTRACT TERMS AND CONDITIONS.*** ***EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.***

1. **Delivery of Products and/or Services**

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in Appendix J, 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: This section left intentionally blank.

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. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. **Financial Responsibility Provisions**

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.
Insurance coverage shall be on an "occurrence basis"

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

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim,

dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, 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

	OFFICE USE ONLY
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.	Date Received

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

Core & Main LP

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

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

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

_____
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4. _____
Signature of person doing business with the governmental entity

12/17/19
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

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Wendy Niemczak (Person name), the undersigned representative of (Company or Businsess Name) Core & Main LP (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.**

12/17/19
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Wendy Niemczak, **the** Branch Manager **of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 **day of** December, **2019.**

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
JAMES RAY CHOATE
ID #129126346
My Commission Expires
September 17, 2020

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.

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

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

_____

_____

Wendy Niemczak
Bidder's Printed or Typed Name

Wendy Niemczak
Bidder's Signature

12/17/19
Date

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

Appendix E – Nepotism Statement

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

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

If the Bidder or Proposer is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

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

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE 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 Core & Main LP

ADDRESS 7022 Easthaven Blvd., Houston, TX 77017

PHONE 713-378-0129

FAX 713-378-0429

BIDDER (SIGNATURE)

BIDDER (PRINTED NAME) Jose Hernandez

POSITION WITH COMPANY Outside Sales Representative

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID

COMPANY OFFICIAL (PRINTED NAME) Wendy Niemczak

OFFICIAL POSITION Branch Manager

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

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Wendy Niemczak
(Printed or typed Name of Signatory)

Wendy Niemczak
(Signature)

12/17/19
(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 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 be competitive
- ☐ Cannot meet specifications highlighted in the attached request
- ☐ Job too large
- ☐ Do not wish to do business with the City of Galveston
- ☐ Cannot submit electronically
- ☐ Cannot provide Insurance required
- ☐ Cannot provide Bonding required
- ☐ Cannot comply with Indemnification requirement
- ☐ Job too small
- ☐ Other: _____

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (_____) _____

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

Appendix I – ACH Form

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

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

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

Please email to:

account-payable@galvestontx.gov

Or mail to:

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

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

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

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 Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Authorized Signature: _____

Printed Name: _____ Title:

Contact Phone Number: _____ Date:

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Work

1. **Project Title: Municipal Utilities Pipes Parts and Fitting Materials**

2. **Scope of Work Contact**

   Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

   There are no bonding requirements for this solicitation.

   The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID #20-002
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.

Wendy Niemczak
(printed name of signatory)

12/17/19
(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.

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.

Wendy Niemczak
(printed name of signatory)

Wendy Niemczak 12/17/19
(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."

Wendy Niemczak
(printed name of signatory)

Wendy Niemczak 12/17/19
(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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Wendy Niemczak — 12/12/19

(printed name of signatory) — (signature and date)

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

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Wendy Niemczak
(printed name of signatory)

12/17/19
(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.

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.

Wendy Niemczak
(printed name of signatory)

12/17/19
(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, Core & Main LP, 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 17 day of December, 2019

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Wendy Niemczak
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Branch Manager
Title of Authorized Official

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

Wendy Niemczak
(printed name of signatory)

12/17/19
(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.

Wendy Niemczak
(printed name of signatory)

12/17/19
(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.

Wendy Niemczak
(printed name of signatory)

12/17/19
(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.

Wendy Niemczak
(printed name of signatory)

12/17/19
(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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Wendy Niemczak
(printed name of signatory)

12/17/19
(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. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

5. **Key Events Schedule**

Bid Release Date	November 18, 2019
Deadline for Submittal of Written Questions	December 6, 2019 @ 2:00pm CST
Sealed Bids Due to and Opened by City	December 19, 2019 @ 10:00am CST
Anticipated Committee Evaluation Review Date	December 2020
Anticipated Award Date	January 2020

[PLEASE SEE FOLLOWING SCOPE OF SERVICES]

6. **Scope of Services**

I. PURPOSE AND OBJECTIVES

It is the intent of the City of Galveston to qualify one (1) or more vendors to furnish and deliver water pipes, parts, and fitting materials for the Public Works Municipal Utilities Division. Vendors are requested to submit a bid that meets all requirements contained herein. Bids submitted shall be complete and include all costs associated with the bid including delivery and materials.

I. SUPPLIER REQUIREMENTS:

- The vendor shall be responsible for making any claims against carriers for missing or damaged items.
- The vendor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the City.

II. MINIMUM QUALIFICATIONS:

- Normal stock orders shall be delivered to the City within 5 working days.
- Delivery of emergency orders, vendor-stocked parts shall be made within 4 hours.
- Special Ordered goods shall be delivered within 10 working days, unless otherwise agreed upon between City personnel the vendor

III. TECHNICAL SPECIFICATIONS

- All items shall be of new manufacture, of most recent design, and contain all current modifications. Unless otherwise agreed open between City personnel and the Vendor.
- Goods shall meet or exceed the quality of the part furnished on the original price of equipment (OEM). However, if the original manufacturer has updated the quality of the parts for the current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item(s) and/or termination of the contract.

IV. BRAND REQUIREMENTS

- Exceptions to, or deviations from, a particular manufacturer's brand in specifications will be evaluated and considered by the City so long as those deviations are cross referenced and fully explained with regard to their equality with acceptable brands. The determination as to whether any alternate product or service is, or is not, equal shall be made by the City and such determination shall be final and binding upon all bidders.

V. ALTERNATIVE SOURCE

- The City reserves the right to order an item from another vendor selling the same item in the event the successful bidder is unable to supply the necessary goods when needed. The next time the part is required; the original successful bidder will be contacted. Recurring instances of stock-out may be cause for cancellation of all or part of any contract that is the result of this contract.

VI. PRICING ADJUSTMENTS

- Bidders are instructed to bid the unit price on the item(s) specified, and/or percentage discount for catalog items. Prices for all goods shall be firm for the one-year period and shall be stated on the Price Sheet. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored.

- Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph.

- During the term of the awarded contract, the contract price may be adjusted as follows. Provided, however, the Index-Based Adjustments provision is the default adjustment provision. The adjustment provisions are not cumulative. The price adjustments below are subject to the change order limitations in Loc. Gov. Code § 252.048, as well as to the availability of appropriated funds.

  1. Cost-Based Adjustments due to Tariffs: It is understood and recognized that certain markets providing essential materials for municipal utilities pipes, parts, and fittings are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of the awarded contract that may impact price, availability, and delivery time frames ("Potentially Time and Price-Impacted Material(s)"). These fluctuations are due changes in tariffs established by the federal government, which may result in increases or decreases of contract pricing. It is intended that the awarded contract will provide for a fair allocation of the risk of such market conditions between the City and the successful bidder, which will apply only to the Potentially Time and Price-Impacted Materials(s) which are noted as such on the Pricing Form made part of this ITB.

     a. Baseline Price. The Unit Prices on the submitted Pricing Form will be considered the market prices as of the date of the awarded contract ("Baseline Price(s)").

     b. Adjustment in Baseline Price. If during the term of the awarded contract a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either party may notify the other in writing within thirty (30) days from the date the basis for an equitable adjustment to the contract price arises and will provide appropriate documentation substantiating such requested adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted

Material: (1) will not include any amount for overhead and profit; and (2) will factor in Adjusted Baseline Price(s).

i. In the event of a decrease in the Baseline Price, the contract price will be equitably adjusted to reflect such decrease, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.

ii. In the event of an increase in the Baseline Price, the contract price will be equitably adjusted to reflect such increase, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.

iii. No adjustment will be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the awarded contract prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of the successful bidder, its subcontractors, and material suppliers.

[PLEASE SEE FOLLOWING PRICE SHEET]

CITY OF GALVESTON PUBLIC WORKS DEPARTMENT
BID 20-002 MUNICIPAL UTILITIES PIPE, PARTS AND FITTING MATERIALS

PRICE SHEET

BIDDER:

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	TAPPING SADDLES: OD RANGE 2.38 TO 2.50			
1	2" X 1"	Each	$21.43	Y
2	2" X 3/4"	Each	$21.43	Y
	TAPPING SADDLES: OD RANGE 3.46 TO 3.96			
3	3" x 3/4"	Each	$21.97	Y
4	3" x 1"	Each	$21.97	Y
5	4" x 2"	Each	$29.33	Y
6	4" x 1-1/2"	Each	$29.33	Y
7	4" X 1"	Each	$23.49	Y
8	4" X 3/4"	Each	$23.49	Y
	TAPPING SADDLES / SLEEVES : OD RANGE 6.90 TO 7.56			
9	6" X 4"	Each	$460.77	Y
10	6" X 2"	Each	$32.05	Y
11	6" X 1-1/2"	Each	$32.05	Y
12	6" X 1"	Each	$27.35	Y
13	6" X 3/4"	Each	$27.35	Y
	TAPPING SADDLES / SLEEVES : ODO RANGE 9.05 TO 9.74			
14	8" X 6"	Each	$514.51	Y
15	8" X 4"	Each	$474.70	Y
16	8" X 2"	Each	$38.57	Y
17	8" X 1-1/2"	Each	$38.57	Y
18	8" X 1"	Each	$32.47	Y
19	8" X 3/4"	Each	$32.47	Y
	TAPPING SADDLES / SLEEVES: OD RANGE 11.10 TO 12.12			
20	10" X 8"	Each	$723.78	Y
21	10" X 6"	Each	$595.68	Y
22	10" X 4"	Each	$550.14	Y
23	10" X 2"	Each	$43.33	Y
24	10" X 1-1/2"	Each	$43.33	Y
25	10" X 1"	Each	$35.46	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	TAPPING SADDLES / SLEEVES : OD RANGE 13.20 TO 14.38			
26	10" X 3/4"	Each	$35.46	Y
27	12" X 10"	Each	$1,083.82	Y
28	12" X 8"	Each	$854.10	Y
29	12" X 6"	Each	$680.75	Y
30	12" X 4"	Each	$614.02	Y
31	12" X 2"	Each	$79.91	Y
32	12" X 1-1/2"	Each	$79.91	Y
33	12" X 1"	Each	$74.61	Y
34	12" X 3/4"	Each	$74.61	Y
	TAPPING SADDLES / SLEEVES : OD RANGE 17.40 TO 17.94			
35	16" X 2"	Each	$109.28	Y
36	16" X 1-1/2"	Each	$109.28	Y
37	16" X 1"	Each	$102.24	Y
38	20" X 2"	Each	$167.52	Y
39	20" X 1-1/2"	Each	$167.52	Y
40	20" X 1"	Each	$164.56	Y
	PVC METER BOX W/READER LID			
41	D-1200	Each	$14.61	Y
42	D-1500	Each	$27.32	Y
43	DFW 37C-12-AF3M (Single)	Each	$83.22	Y
44	DFW 38C-14-AF3M (Dual)	Each	$117.30	Y
45	DFW A4C-12-AF3M (Jumbo)	Each	$181.67	Y
	BROOKS PRODUCTS			
46	CEMENT METERBOX COVER W/ CI READER LID	Each	$30.96	Y
47	CONCRETE DUAL METER BOX COMPETE	Each	$49.78	Y
	CONCRETE METER BOXES COMPLETE			
48	36H	Each	$50.46	Y
49	37H	Each	$54.39	Y
50	65H	Each	$84.84	Y
	CURBSTOP FIP X FIP			
51	3/4"	Each	$25.14	Y
52	1"	Each	$44.39	Y
53	1-1/2"	Each	$123.74	Y
54	2"	Each	$180.25	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	CURBSTOP FEMALE IP X PACK JOINT			
55	3/4"	Each	$29.77	Y
56	1"	Each	$53.06	Y
57	1-1/2"	Each	$146.66	Y
58	2"	Each	$203.29	Y
	CORP STOPS C.C. X P. JOINT			
59	3/4"	Each	$24.39	Y
60	1"	Each	$36.90	Y
61	1-1/2"	Each	$106.36	Y
62	2"	Each	$175.92	Y
	COUPLINGS P. JOINT X P. JOINT			
63	3/4"	Each	$13.62	Y
64	1"	Each	$15.58	Y
65	1-1/4"	Each	$26.90	Y
66	1-1/2"	Each	$52.13	Y
67	2"	Each	$70.37	Y
	BRASS ADAPTERS FEMALE IRON PIPE X PACK JOINT			
68	3/4"	Each	$11.76	Y
69	1"	Each	$15.96	Y
70	1-1/2:	Each	$46.40	Y
71	2"	Each	$55.26	Y
	BRASS ADAPTERS MALE IRON PIPE X PACK JOINT			
72	3/4"	Each	$11.19	Y
73	1"	Each	$13.25	Y
74	1-1/2:	Each	$36.28	Y
75	2"	Each	$52.87	Y
	FLARE X P JOINT ADAPTORS			
76	3/4"	Each	$13.83	Y
77	1"	Each	$20.32	Y
78	1-1/2:	Each	$46.95	Y
79	2"	Each	$73.22	Y
	PVC COMP. COUPLING			
80	3/4"	Each	$3.09	Y
81	1"	Each	$4.12	Y
82	1-1/4"	Each	$6.19	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	PVC COMP. COUPLING (Continued)			
83	1-1/2:	Each	$6.70	Y
84	2"	Each	$8.76	Y
85	2-1/2"	Each	$16.49	Y
	BRASS BUSHINGS			
86	3/4" x 1/2"	Each	$1.54	Y
87	1" x 3/4"	Each	$2.33	Y
88	1-1/2" x 3/4"	Each	$6.20	Y
89	1-1/2" x 1"	Each	$5.07	Y
90	2" x 3/4"	Each	$9.05	Y
91	2" x 1"	Each	$9.05	Y
92	2" x 1-1/2"	Each	$7.51	Y
	BRASS TEE'S			
93	2" x 2" x 2"	Each	$19.88	Y
94	1" x 1" x 1"	Each	$6.29	Y
95	1-1/2" x 1-1/2" x 1-1/2"	Each	$12.13	Y
96	3/4" x 3/4" x 3/4"	Each	$3.54	Y
97	1" x 3/4" x 3/4"	Each	$8.44	Y
98	3/4" x 3/4" x 1"	Each	$8.44	Y
	BRASS ELBOW'S			
99	3/4" x 3/4"	Each	$2.88	Y
100	1" x 1"	Each	$4.44	Y
101	1-1/2" x 1-1/2"	Each	$8.82	Y
102	2" x 2"	Each	$14.35	Y
103	2" x 3/4"	Each	No Bid	Y
104	2" x 1"	Each	$20.13	Y
105	2" x 1-1/2"	Each	$20.13	Y
106	1-1/2" X 3/4"	Each	$10.91	Y
107	1-1/2" X 1"	Each	$10.91	Y
108	1" X 3/4"	Each	$5.53	Y
	BRASS BELL REDUCERS			
109	2" X 1-1/2"	Each	$14.11	Y
110	2" X 1"	Each	$15.90	Y
111	2" X 3/4"	Each	$15.90	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	BRASS BELL REDUCERS (Continued)			
112	1-1/2" X 1"	Each	$9.49	Y
113	1-1/2" X 3/4"	Each	$10.69	Y
114	1" X 3/4"	Each	$4.65	Y
115	2" X 1-1/4"	Each	$14.11	Y
116	1-1/4" X 1"	Each	$7.51	Y
117	1-1/4" X 3/4"	Each	$7.51	Y
	BRASS FITTINGS NIPPLES			
118	1/2" X CLOSE	Each	$0.86	Y
119	1/2" X 1-1/2"	Each	$1.00	Y
120	1/2" X 2"	Each	$1.17	Y
121	1/2" X 3"	Each	$1.64	Y
122	1/2" X 4"	Each	$2.14	Y
123	1/2" X 5"	Each	$2.56	Y
124	1/2" X 6"	Each	$3.12	Y
125	3/4" X CLOSE	Each	$1.24	Y
126	3/4" X 1-1/2"	Each	$1.32	Y
127	3/4" X 2"	Each	$1.57	Y
128	3/4" X 3"	Each	$2.09	Y
129	3/4" X 4"	Each	$2.73	Y
130	3/4" X 5"	Each	$3.28	Y
131	3/4" X 6"	Each	$3.99	Y
132	1" X CLOSE	Each	$1.83	Y
133	1" X 1-1/2"	Each	No Bid	Y
134	1" X 2"	Each	$2.26	Y
135	1" X 3"	Each	$3.04	Y
136	1" X 4"	Each	$3.96	Y
137	1" X 5"	Each	$4.88	Y
138	1" X 6"	Each	$5.83	Y
139	1-1/2" X CLOSE	Each	$3.60	Y
140	1-1/2" X 1-1/2"	Each	No Bid	Y
141	1-1/2" X 2"	Each	$3.87	Y
142	1-1/2" X 3"	Each	$5.33	Y
143	1-1/2" X 4"	Each	$6.94	Y
144	1-1/2" X 5"	Each	$8.63	Y
145	1-1/2" X 6"	Each	$10.25	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	BRASS FITTINGS NIPPLES (Continued)			
146	2" X CLOSE	Each	$5.48	Y
147	2" X 1-1/2"	Each	No Bid	Y
148	2" X 2"	Each	No Bid	Y
149	2" X 3"	Each	$6.82	Y
150	2" X 4"	Each	$8.93	Y
151	2" X 5"	Each	$11.04	Y
152	2" X 6"	Each	$13.18	Y
	BRASS COUPLING			
153	3/4"	Each	$2.33	Y
154	1"	Each	$3.54	Y
155	1-1/2"	Each	$7.51	Y
156	2"	Each	$12.37	Y
	METER COUPLING			
157	3/4" X 2"	Each	$4.69	Y
158	3/4" X 2-1/2"	Each	$3.26	Y
159	1" X 2-5/8"	Each	$4.32	Y
	OVAL DUAL METER FLANGE KITS			
160	1-1/2" FLANGE KITS BRASS	Each	$45.79	Y
161	2" FLANGE KITS BRASS	Each	$49.47	Y
	GALVANIZED NIPPLES			
162	2" x ALL THREAD	Each	$1.79	Y
163	2" X 3"	Each	$2.01	Y
164	3" x ALL THREAD	Each	$6.38	Y
165	3" X 2"	Each	No Bid	Y
	GALVANIZED THREAD COUPLINGS			
166	1 1/2"	Each	$3.19	Y
	GALVANIZED PIPES			
167	1 1/2"	Linear Feet	$2.21/ft	Y
	GALVANIZED BUSHING			
168	2" X 1-1/2"	Each	$3.22	Y
	GALVANIZED BELL REDUCERS			
169	4" X 3"	Each	$41.41	Y
170	4" x 2"	Each	$41.41	Y
	3/4" EYEBOLTS DUCTILE			
171	4" FITTING	Each	$1.49	Y
172	6" FITTING	Each	$1.49	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	3/4" EYEBOLTS DUCTILE (Continued)			
173	8" FITTING	Each	$1.49	Y
174	10" FITTING	Each	$1.49	Y
	5/8" EYEBOLTS DUCTILE			
175	4" FITTING	Each	$1.49	Y
176	6" FITTING	Each	$1.49	Y
177	8" FITTING	Each	$1.49	Y
178	10" FITTING	Each	$1.49	Y
	3/4" TEEBOLTS DUCTILE			
179	4" FITTING	Each	$1.02	Y
180	6" FITTING	Each	$1.02	Y
181	8" FITTING	Each	$1.02	Y
182	10" FITTING	Each	$1.02	Y
	5/8" TEEBOLTS DUCTILE			
183	4" FITTING	Each	No Bid	Y
184	6" FITTING	Each	No Bid	Y
185	8" FITTING	Each	No Bid	Y
186	10" FITTING	Each	No Bid	Y
	MEGA LUGS GLAND PACKS			
187	3" FOR PVC PIPE	Each	$21.84	Y
188	4" FOR PVC PIPE	Each	$23.49	Y
189	6" DUCTILE IRON PIPE	Each	$25.25	Y
190	6" FOR C-900	Each	$30.73	Y
191	8" DUCTILE IRON PIPE	Each	$34.41	Y
192	8" FOR C-900	Each	$39.68	Y
193	10" DUCTILE IRON PIPE	Each	$48.94	Y
194	10" FOR C-900	Each	$69.09	Y
195	12" DUCTILE IRON PIPE	Each	$65.77	Y
196	12" FOR C-900	Each	$75.75	Y
	TRANSITION GASKETS			
197	2"	Each	$1.77	Y
198	3"	Each	$2.36	Y
199	4"	Each	$2.65	Y
200	6"	Each	$2.95	Y
201	8"	Each	$4.42	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ CAPS			
202	4" X 2"	Each	$22.23	Y
203	3" X 2"	Each	$21.94	Y
204	6' X 2"	Each	$30.60	Y
205	8" X 2"	Each	$42.43	Y
206	10 X 2"	Each	$50.23	Y
207	12 X 2"	Each	$69.86	Y
	TAPPED OUT PLUGS MJ			
208	4" X 2"	Each	$24.54	Y
209	6' X 2"	Each	$36.08	Y
210	8" X 2"	Each	$48.49	Y
211	10 X 2"	Each	$76.21	Y
212	12 X 2"	Each	$74.76	Y
	GLAND PACKS			
213	3" CAST IRON PIPE	Each	$7.51	Y
214	4" C-900 & DUCTILE IRON PIPE	Each	$9.81	Y
215	6" C-900 & DUCTILE IRON PIPE	Each	$13.57	Y
216	8" C-900 & DUCTILE IRON PIPE	Each	$15.01	Y
217	10" C-900 & DUCTILE IRON PIPE	Each	$21.65	Y
218	12" C-900 & DUCTILE IRON PIPE	Each	$22.52	Y
219	16" C-900 & DUCTILE IRON PIPE	Each	$36.66	Y
220	20" C-900 & DUCTILE IRON PIPE	Each	$65.53	Y
	FRICTION CLAMP - EILSEN			
221	3"	Each	$21.44	Y
222	4"	Each	$22.47	Y
223	6"	Each	$23.51	Y
224	8"	Each	$24.54	Y
225	10"	Each	$28.66	Y
226	12"	Each	$31.75	Y
	VALVE BOX			
227	"A" BOX W/LID	Each	$25.77	Y
228	DALLAS SHORT VALVE BOX	Each	$23.71	Y
	LUG WASHERS			
229	1/2"	Each	No Bid	Y
230	5/8"	Each	No Bid	Y
231	3/4"	Each	$1.37	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	ALL THREAD ROD ZINC PLATED			
232	1/2" X 10'	Each	No Bid	Y
233	5/8" X 10'	Each	$11.05	Y
234	3/4" X 10'	Each	$13.68	Y
	DUCTILE IRON BODY ELBOWS MJ 90			
235	4"	Each	$28.58	Y
236	6"	Each	$46.76	Y
237	8"	Each	$67.84	Y
238	10"	Each	$107.67	Y
239	12"	Each	$144.91	Y
240	16"	Each	$328.21	Y
241	20"	Each	$550.76	Y
	DUCTILE IRON BODY ELBOWS MJ 45			
242	4"	Each	$23.67	Y
243	6"	Each	$38.10	Y
244	8"	Each	$55.42	Y
245	10"	Each	$80.25	Y
	DUCTILE IRON BODY ELBOWS SM 45 (Continued)			
246	12"	Each	$119.79	Y
247	16"	Each	$234.68	Y
248	20"	Each	$359.09	Y
	MJ to MJ ADAPTORS			
249	4"	Each	$57.67	Y
250	6"	Each	$74.16	Y
251	8"	Each	$111.28	Y
252	10"	Each	$156.64	Y
253	12"	Each	$172.10	Y
254	16"	Each	$335.57	Y
	SLEEVES MJ x 12" DUCTILE IRON BODY			
255	4"	Each	$25.40	Y
256	6"	Each	$42.43	Y
257	8"	Each	$68.70	Y
258	10"	Each	$81.98	Y
259	12"	Each	$110.56	Y
260	16"	Each	$211.30	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SLEEVES MJ x 12" DUCTILE IRON BODY (Continued)			
261	20"	Each	$325.90	Y
262	24"	Each	$429.24	Y
	SLEEVES MJ x 7.5" DUCTILE IRON BODY			
263	3"	Each	$19.05	Y
264	4"	Each	$17.90	Y
265	6"	Each	$31.75	Y
266	8"	Each	$41.28	Y
267	10"	Each	$74.47	Y
268	12"	Each	$83.71	Y
269	16"	Each	$195.42	Y
270	20"	Each	$302.23	Y
	BELL JOINT CLAMP FOR CAST IRON LEAD JOINTS			
271	6"	Each	$118.74	Y
272	8"	Each	$164.07	Y
273	10"	Each	$206.16	Y
274	12"	Each	$222.98	Y
275	30"	Each	$1,128.58	Y
	TEE'S MJ DUCTILE BODY			
276	4"	Each	$37.53	Y
277	6"	Each	$67.55	Y
278	8"	Each	$101.03	Y
279	10"	Each	$144.33	Y
280	12"	Each	$201.48	Y
	MJ SWIVEL TEE'S DUCTILE BODY			
281	6" x 4"	Each	$1,745.24	Y
282	6" x 6"	Each	$77.65	Y
283	8" x 4"	Each	$1,771.84	Y
284	8" x 6"	Each	$97.28	Y
285	10" x 6"	Each	$123.26	Y
286	10" x 8"	Each	$163.67	Y
287	12" x 6"	Each	$140.00	Y
288	12" x 8"	Each	$209.57	Y
	MJ REDUCER DUCTILE BODY			
289	4" x 2"	Each	$34.06	Y
290	4" x 3"	Each	$24.54	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ REDUCER DUCTILE BODY (Continued)			
291	6" x 3"	Each	$32.33	Y
292	6" x 4"	Each	$27.13	Y
293	8" x 4"	Each	$37.24	Y
294	8" x 6"	Each	$39.55	Y
295	10" x 6"	Each	$50.80	Y
296	10" x 8"	Each	$56.00	Y
297	12" x 6"	Each	$67.26	Y
298	12" x 8"	Each	$68.70	Y
299	12" x 10"	Each	$76.21	Y
	FLANGE ADAPTERS (ZIP FLANGE)			
300	3"	Each	$13.93	Y
301	4"	Each	$18.76	Y
302	6"	Each	$20.21	Y
303	8"	Each	$28.07	Y
304	10"	Each	$50.44	Y
305	12"	Each	$58.81	Y
306	16"	Each	$167.64	Y
	MJ ACCESSORY SET W/TRANSITION GASKET			
307	3"	Each	$7.79	Y
308	4"	Each	$10.39	Y
309	6"	Each	$13.86	Y
310	8"	Each	$15.88	Y
311	10"	Each	$22.23	Y
312	12"	Each	$22.80	Y
	MJ SOLID x SWIVEL ADAPTOR x 13"			
313	4"	Each	$43.30	Y
314	6"	Each	$76.78	Y
315	8"	Each	$98.14	Y
316	10"	Each	$174.64	Y
317	12"	Each	$258.93	Y
	MJ SOLID x SWIVEL ADAPTOR x 18"			
318	4"	Each	No Bid	Y
319	6"	Each	$84.58	Y
320	8"	Each	$155.41	Y
321	10"	Each	No Bid	Y
322	12"	Each	No Bid	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ SOLID x SWIVEL ADAPTOR x 24"			
323	4"	Each	No Bid	Y
324	6"	Each	$114.31	Y
325	8"	Each	$190.21	Y
326	10"	Each	No Bid	Y
327	12"	Each	No Bid	Y
	OFFSETS MJ CAST IRON			
328	6" x 12"	Each	$101.03	Y
329	6" x 18"	Each	$123.55	Y
330	6" x 24"	Each	$156.45	Y
331	8" x 12"	Each	$143.75	Y
332	8" x 18"	Each	$179.55	Y
333	8" x 24"	Each	$255.18	Y
	OFFSETS MJ SWIVEL GRADELOCK			
334	6" x 6"	Each	$140.87	Y
335	6" x 12	Each	$288.08	Y
336	6" x 24"	Each	$391.91	Y
	HYDRANT AMERICAN DARLING B-84-B / MUELLER SUPER CENTURIAN 200 W/STORZ NOZZLE SS BOLTS			
337	2-1/2' AD B-84-B	Each	$1,876.80	Y
338	3' AD B-84-B	Each	$1,876.80	Y
339	4' AD B-84-B	Each	$1,955.67	Y
340	5' AD B-84-B	Each	$2,034.54	Y
341	2-1/2' MSC 200	Each	$1,830.07	Y
342	3' MSC 200	Each	$1,851.03	Y
343	4' MSC 200	Each	$1,928.95	Y
344	5' MSC 200	Each	$2,006.69	Y
	HYDRANT EXTENSION / MUELLER IMPROVED AD B-84-B, B-62-B			
345	6" MI	Each	$233.40	Y
346	12" MI	Each	$283.71	Y
347	18" MI	Each	$315.88	Y
348	6" AD B-84-B	Each	$146.71	Y
349	12" AD B-84-B	Each	$171.30	Y
350	18" AD B-84-B	Each	$195.06	Y
351	6" AD B-62-B	Each	$163.65	Y
352	12" AD B-62-B	Each	$195.06	Y
353	18" AD B-62-B	Each	$224.29	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SS BOLTS			
354	3/4" X 2 1/2" BOLTS SS	Each	$1.14	Y
355	3/4" NUTS SS	Each	$0.35	Y
356	5/8" X 3" BOLTS SS	Each	$0.87	Y
357	5/8" NUTS SS	Each	$0.21	Y
358	1/2" X 3" SS	Each	$0.58	Y
359	1/2" NUTS SS	Each	$0.11	Y
	FIRE HYDRANT F TO M REDUCER (HOSE CONNECTOR)			
360	2-1/2" x 2"	Each	$11.42	Y
	AUTO FLUSHER			
361	2"	Each	$2,523.95	Y
	CHECK VALVES			
362	2" SWING BRASS F X F	Each	No Bid	Y
	STAINLESS STEEL AIR RELIEVE VALVES			
363	2"	Each	$2,989.47	Y
	BARRELL LOCKS			
364	TAMPER PROOF	Each	$2.17	Y
365	TAMPER PROOF KEYS	Each	$45.86	Y
	METER WASHERS			
366	3/4" X 1/16" FIBER	Each	$0.07	Y
367	1" X 1/16" FIBER	Each	$0.09	Y
368	3/4" X 1/8" RUBBER	Each	$0.07	Y
369	1" X 1/8" RUBBER	Each	$0.09	Y
370	1 1/2" DROP GASKETS RUBBER	Each	$0.80	Y
371	2" DROP GASKETS RUBBER	Each	$0.90	Y
	WILKINS ZURN BACKFLOW PREVENTER			
372	2" REDUCED PRESSURE FNPT X FNPT	Each	$525.26	Y
	FIRE HOSE PIN LUG SWIVEL ADAPTER			
373	2 1/2" X 2"	Each	$24.33	Y
	HYDRANT REPAIR KITS MUELLER IMPROVED (BEFORE 1972)			
374	BONNETT REPAIR KIT	Each	$25.73	Y
375	BREAKAWAY KIT	Each	$108.56	Y
376	1' RISER	Each	$283.71	Y
377	2' RISER	Each	$357.94	Y
378	MAIN VALVE KIT	Each	$536.35	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MUELLER SUPER CENTURION 200			
379	BONNETT REPAIR KIT	Each	$27.30	Y
380	BREAKAWAY KIT	Each	$101.32	Y
381	1' RISER	Each	$257.32	Y
382	2' RISER	Each	$329.90	Y
383	MAIN VALVE KIT	Each	$320.85	Y
384	HYDRANT LUBRICANT (1 Gallon)	Each	$26.54	Y
385	WHITE FOOD GREASE	Each	$11.26	Y
	AMERICAN DARLING B-84-B			
386	BONNETT REPAIR KIT	Each	$44.23	Y
387	BREAKAWAY KIT	Each	$89.66	Y
388	1' RISER	Each	$171.30	Y
389	2' RISER	Each	$220.20	Y
390	MAIN VALVE KIT	Each	$652.95	Y
	AMERICAN DARLING B-62-B			
391	BONNETT REPAIR KIT	Each	$44.23	Y
392	BREAKAWAY KIT	Each	$98.91	Y
393	MAIN VALVE KIT	Each	$542.78	Y
	TRUE TAPPING VALVES (FLANGE X MJ) RESILIENT SEATED OPEN LEFT			
394	4"	Each	$427.97	Y
395	6"	Each	$604.26	Y
396	~~9"~~ 8"	Each	$891.89	Y
397	10"	Each	$1,353.48	Y
398	12"	Each	$2,044.33	Y
	GATE VALVES MJ X MJ RESILIENT SEATED (OPEN LEFT - AWWA C515)			
399	3"	Each	$303.87	Y
400	4"	Each	$339.43	Y
401	6"	Each	$433.38	Y
402	~~9"~~ 8"	Each	$689.69	Y
403	10"	Each	$1,075.13	Y
404	12"	Each	$1,360.44	Y
	GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT - AWWA C515)			
405	4"	Each	$335.31	Y
406	6"	Each	$433.38	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT (AWWA C515) (Continued)			
407	8"	Each	$663.02	Y
408	10"	Each	$1,075.13	Y
409	12"	Each	$1,298.59	Y
	GATE VALVES FLANGE X FLANGE RS OL			
410	3"	Each	$301.16	Y
411	4"	Each	$336.34	Y
412	6"	Each	$449.62	Y
413	8"	Each	$702.84	Y
414	10"	Each	$1,116.49	Y
415	12"	Each	$1,332.99	Y
	ALL SS REPAIR CLAMP SECTION FULL CIRCLE CLAMPS			
416	30" PIPE OD 32.00 32.74	Each	$695.70	Y
417	20" PIPE OD 21.60 X 12"	Each	$637.30	Y
418	16" PIPE OD 17.40-19.19 X 12"	Each	$436.14	Y
419	16" PIPE OD 17.40-19.19 X 15"	Each	$514.64	Y
420	12" PIPE OD 13.20-14.44 X 12"	Each	$224.00	Y
421	12" PIPE OD 13.20-14.44 X 15"	Each	$408.72	Y
422	10" PIPE OD 11.10-12.22 X 12"	Each	$294.97	Y
423	10" PIPE OD 11.10-12.22 X 15"	Each	$382.71	Y
424	8" PIPE OD 9.05-9.74 X 7-1/2"	Each	$113.36	Y
425	8" PIPE OD 9.05-9.74 X 12"	Each	$164.47	Y
426	8" PIPE OD 9.05-9.74 X 15"	Each	$213.73	Y
427	6" PIPE OD 6.90-7.56 X 7-1/2"	Each	$99.43	Y
428	6" PIPE OD 6.90-7.56 X 12"	Each	$147.74	Y
429	6" PIPE OD 6.90-7.56 X 15"	Each	$186.93	Y
430	6" PIPE/STEEL (PVC) 6.30 OD 7-1/2"	Each	$98.21	Y
431	6" PIPE/STEEL (PVC) 6.30 OD 12"	Each	$146.82	Y
432	6" PIPE/STEEL (PVC) 6.30 OD 15"	Each	$185.84	Y
433	4" PIPE OD 4.80-5.57 X 7-1/2"	Each	$85.84	Y
434	4" PIPE OD 4.80-5.57 X 12"	Each	$133.80	Y
435	4" PIPE OD 4.80-5.57 X 15"	Each	$159.81	Y
436	4" STEEL (PVC) OD 4.50-5.00 X 7-1/2"	Each	$84.84	Y
437	4" STEEL (PVC) OD 4.50-5.00 X 12"	Each	$132.89	Y
438	3" STEEL (PVC) OD 4.50-5.00 X 7-1/2"	Each	$69.59	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	FULL IRON CLAMP FOR CAST IRON PIPE			
439	2" x 7-1/2"	Each	$43.51	Y
440	2" x 12"	Each	$72.36	Y
	DRESSER COUPLING FOR GALVANIZED PIPE			
441	2"	Each	$30.95	Y
442	1-1/2"	Each	$27.32	Y
443	1"	Each	$21.85	Y
444	3/4"	Each	$21.11	Y
	REDI CLAMPS FOR GALVANIZED PIPE (SMITH & BLAIR 245)			
445	2" x 6"	Each	$11.36	Y
446	1-1/2" x 6"	Each	$10.81	Y
447	1" x 6"	Each	$9.45	Y
448	3/4" x 6"	Each	$8.88	Y
449	2" x 3"	Each	$6.28	Y
450	1-1/2" x 3"	Each	$5.74	Y
451	1" x 3"	Each	$5.21	Y
452	3/4" x 3"	Each	$4.76	Y
	SMITH, BLAIR-COUPLING FOR CAST IRON PIPE 441			
453	2" OD 2.34-2.63	Each	$29.43	Y
454	3" OD 3.80-3.96	Each	$48.35	Y
455	4" OD 4.80-5.10	Each	$60.44	Y
456	6" OD 6.90-7.22	Each	$77.52	Y
457	8" OD 8.99-9.45	Each	$97.99	Y
458	10" OD 11.10-11.60	Each	$136.05	Y
459	12" OD 13.10-13.50	Each	$163.81	Y
	MAXI COUPLING AC TO PVC C 900 PIPE SMITH & BLAIR			
460	4" OD 4.74-5.57	Each	$78.12	Y
461	6" OD 6.59-7.60	Each	$110.15	Y
462	8" OD 8.90-9.84	Each	$128.53	Y
463	10" OD 10.70-11.38/11.4	Each	$161.58	Y
464	12 OD 1310 - 1350	Each	$191.12	Y
465	16" OD	Each	No Bid	Y
466	20" OD	Each	No Bid	Y
	HYMAX COUPLINGS			
467	6" OD range 6.42-7.68	Each	$185.28	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	HYMAX COUPLINGS (Continued)			
468	8" OD range 8.54-9.84	Each	$209.82	Y
469	10" OD range 10.96-12.2	Each	$266.99	Y
470	12" OD range 13.15-14.4	Each	$388.27	Y
	SMITH, BLAIR-COUPLING FOR GALVANIZED PIPE			
471	2" (411-00000263.900)	Each	$30.95	Y
472	1-1/2" (411-00019001-00)	Each	$27.32	Y
473	1 1/4"	Each	$22.88	Y
	POLYETHYLENE TUBING SDR-9 (Per Linear Foot)			
474	3/4"	Linear Feet	$0.18	Y
475	1"	Linear Feet	$0.29	Y
476	1-1/2"	Linear Feet	$0.60	Y
477	2"	Linear Feet	$1.02	Y
	WATER & SEWER PIPE SECTION (Per Linear Foot)			
478	3/4" PVC Pipe Sch 40 w/Bell	Linear Feet	$0.18	Y
479	1" PVC Pipe Sch 40 w/Bell	Linear Feet	$0.22	Y
480	1 1/4" PVC Pipe Sch 40 w/Bell	Linear Feet	$0.34	Y
481	1 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	$0.40	Y
482	2" PVC Pipe Sch 40 w/Bell	Linear Feet	$0.53	Y
483	2" PVC Pipe Sch 26 w/Bell	Linear Feet	No Bid	Y
484	2 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	$0.89	Y
485	3" PVC Pipe Sch 40 w/Bell	Linear Feet	$1.09	Y
486	4" PVC Pipe Sch 40 w/Bell	Linear Feet	$1.47	Y
487	6" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	$2.35	Y
488	6" PVC Pipe SDR 35 w/ Bell & Gasket	Linear Feet	$1.77	Y
489	8" PVC Pipe Sch 26 w/Bell & Gasket	Linear Feet	$4.23	Y
490	8" PVC Pipe Sch 35 w/Bell & Gasket	Linear Feet	$3.18	Y
491	10" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	$6.64	Y
492	10" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	$4.98	Y
493	12" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	$9.46	Y
494	12" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	$7.15	Y
495	4" PVC Pipe C-900 DR 18	Linear Feet	$1.99	Y
496	6" PVC Pipe C-900 DR 18	Linear Feet	$3.94	Y
497	8" PVC Pipe C-900 DR 18	Linear Feet	$6.83	Y
498	10" PVC-Pipe C-900 DR 18	Linear Feet	$10.25	Y
499	12" PVC-Pipe C-900 DR 18	Linear Feet	$14.47	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	WATER & SEWER PIPE SECTION - Continued (Per Linear Foot)			
500	16" PVC Pipe C-900 DR 18	Linear Feet	$28.14	Y
501	20" PVC-Pipe C-900 DR 18	Linear Feet	$43.86	Y
502	24" PVC-Pipe C-905 DR 18	Linear Feet	$73.36	Y
	DUCTILE IRON PIPE (Per Linear Foot)			
503	12"	Linear Feet	$34.39	Y
504	10"	Linear Feet	$26.81	Y
505	8"	Linear Feet	$20.94	Y
506	6"	Linear Feet	$15.87	Y
507	4"	Linear Feet	$20.91	Y
508	3"	Linear Feet	$39.16	Y
	SEWER MAIN FITTINGS			
509	8" x 6" Wye SDR 26	Each	$53.32	Y
510	10" x 6" Wye SDR 26	Each	$119.44	Y
511	12" x 6" Wye SDR 26	Each	$162.69	Y
512	8" x 10" SDR 26 TEES	Each	$176.35	Y
513	10" x 6" SDR 26 TEES	Each	$116.08	Y
514	12" x 6" SDR 26 TEES	Each	$152.19	Y
515	6" PVC Coupling SDR 35	Each	$14.34	Y
516	6" PVC Coupling SDR 26	Each	$34.79	Y
517	8" PVC Coupling SDR 35	Each	$24.36	Y
518	8" PVC Coupling SDR 26	Each	$42.19	Y
519	10" PVC Couplings SDR 26	Each	$61.96	Y
520	10" PVC Couplings SDR 35	Each	$54.06	Y
521	12" PVC Couplings SDR 26	Each	$89.94	Y
522	12" PVC Couplings SDR 35	Each	$78.55	Y
	SHIELDED SEWER COUPLERS			
523	4" Clay to PVC	Each	$22.50	Y
524	4" PVC to PVC	Each	$15.35	Y
525	4" Concrete to PVC	Each	$22.46	Y
526	6" Clay to PVC	Each	$38.16	Y
527	6" PVC to PVC	Each	$29.24	Y
528	6" Concrete to PVC	Each	$44.60	Y
529	8" Clay to PVC	Each	$43.41	Y
530	8" PVC to PVC	Each	$43.41	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SHIELDED SEWER COUPLERS (Continued)			
531	8" Concrete to PVC	Each	$56.70	Y
532	10" Clay to PVC	Each	$56.46	Y
533	10" PVC to PVC	Each	$56.46	Y
534	10" Concrete to PVC	Each	$69.58	Y
535	12" Clay to PVC	Each	$69.12	Y
536	12" PVC to PVC	Each	$69.12	Y
537	12" Concrete to PVC	Each	$97.58	Y
	CONRETE MANHOLES WITH BUTAMASTIC COATING			
538	3 FT Wall	Each	$1,233.33	Y
539	4 FT Wall	Each	$1,300.00	Y
540	6 FT Wall	Each	$1,300.00	Y
541	8 FT Wall	Each	$1,366.66	Y
542	10 FT Wall	Each	$1,366.66	Y
543	12 FT Wall	Each	$1,433.33	Y
	CONCRETE RISERS DONUT			
544	2" x 23-1/2"	Each	$11.05	Y
545	3" x 23-1/2"	Each	$14.21	Y
546	2" x 24"	Each	$11.05	Y
547	3" x 24"	Each	$14.21	Y
548	2" x 36"	Each	$13.16	Y
549	3" x 36"	Each	$16.32	Y
550	2" Metal	Each	$50.53	Y
551	3" Metal	Each	$68.42	Y
552	4" Metal	Each	$105.26	Y
553	6" Metal	Each	$200.00	Y
554	2' Concrete	Each	$13.16	Y
555	3" Concrete	Each	$16.32	Y
556	4" Concrete	Each	$20.53	Y
557	6" Concrete	Each	No Bid	Y
	PAM REX RIM & COVER			
558	24"	Each	$310.53	Y
559	32"	Each	$600.00	Y
560	36"	Each	$1,578.95	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	COMPOSITE RIM & COVER			
561	24"	Each	$605.61	Y
562	32"	Each	$935.61	Y
563	36"	Each	$1,611.81	Y
	SEWER RING & COVER			
564	23-1/2" Manhole Inflow Protection	Each	$26.32	Y
565	35" Manhole Inflow Protection	Each	$131.58	Y
566	24" Manhole Inflow Protection	Each	No Bid	Y
567	32" Manhole Inflow Protection	Each	$57.89	Y
568	36" Manhole Inflow Protection	Each	$131.58	Y
569	16 - 1/4" Rim & Cover #V- (Or Approved Equal)	Each	No Bid	Y
570	23 - 1/2" Manhole Cover Only	Each	$114.95	Y
571	25 - 1/4" Manhole Cover Only	Each	No Bid	Y
572	25 - 1/2" Manhole Covers Only	Each	No Bid	Y
	SEWER TAP SUPPLIES SECTION			
573	4" PVC Couplings Sch 40	Each	$2.33	Y
574	4" PVC Cleanout Threaded	Each	$2.88	Y
575	4" PVC Cleanout Caps Sch 40	Each	$1.86	Y
575	4" PVC 1/16 Bends Sch 40	Each	$9.46	Y
576	4" PVC 1/8 Bends Sch 40	Each	$6.62	Y
576	4" PVC 90 Bend Sch 40	Each	$5.08	Y
577	4" Clay to PVC Rubber Hub	Each	$22.50	Y
577	4" Cast Iron to PVC Rubber	Each	$15.35	Y
578	4" Double Sweep Sanitary Sweep Tee PVC	Each	$10.75	Y
578	4" Two Way Cleanout Tee PVC	Each	$15.11	Y
579	4" PVC Saddle Kit Sch 40	Each	No Bid	Y
579	4" PVC" Y" Sch 40	Each	$23.07	Y
580	4" Caps for End of Pipe	Each	$3.17	Y
580	6" PVC Couplings SDR 26	Each	$34.79	Y
581	6" PVC 1/16 Bends SDR 26	Each	$27.95	Y
581	6" PVC 1/16 Bends SDR 35	Each	$11.44	Y
582	6" PVC 1/8 Bends SDR 26	Each	$20.50	Y
582	6" PVC 1/8 Bends SDR 35	Each	$11.80	Y
583	6" PVC 90 Bends SDR 26	Each	$21.77	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SEWER TAP SUPPLIES SECTION (Continued)			
584	6' PVC 90 Bends SDR 35	Each	$13.46	Y
585	6" Cleanout Threaded Coupling	Each	$13.17	Y
586	6" Cleanout Caps	Each	$8.51	Y
587	6" Clay to PVC Rubber	Each	$38.16	Y
588	6" to 4" PVC Reducers SDR 26	Each	$9.61	Y
589	6" PVC to Cast Iron Rubber	Each	$29.24	Y
590	6" x 4" Saddle PVC Sch 40	Each	No Bid	Y
591	6" PVC "Y" SDR 26	Each	$41.04	Y
592	6" PVC "Y" SDR 35	Each	$23.01	Y
593	6" Caps for End of Pipe	Each	$4.49	Y
594	8" PVC "Y" SDR 26	Each	$93.49	Y
595	8' PVC "Y" SDR 35	Each	$63.05	Y
596	8" PVC 1/16 Bends SDR 26	Each	$51.35	Y
597	8" PVC 1/16 Bends SDR 35	Each	$33.31	Y
598	8" PVC 90 Bends SDR 26	Each	$94.97	Y
599	8" PVC 90 Bends SDR 35	Each	$37.22	Y
600	8" PVC Cleanout Tee SDR 26	Each	No Bid	Y
601	8" PVC Cleanout Tee SDR 35	Each	No Bid	Y
602	8" PVC 8" x 6" Reducer SDR 26	Each	$46.75	Y
603	8" PVC 8" x 6" Reducer SDR 35	Each	$34.37	Y
604	8" to 4" PVC Saddle SDR 26	Each	$20.77	Y
605	8" to 4" PVC Saddle SDR 35	Each	$20.77	Y
606	8" to 6" PVC Saddle SDR 26	Each	$23.79	Y
607	8" to 6" PVC Saddle SDR 35	Each	$23.79	Y
608	8" Caps for End of Pipe Sch	Each	$18.98	Y
609	10" 1/16 Bends SDR 26	Each	$110.11	Y
610	10" 1/16 Bends SDR 35	Each	$91.20	Y
611	10" 1/8 Bends SDR 26	Each	$100.40	Y
612	10" 90 Bends SDR 26	Each	$205.92	Y
613	10" 90 Bends SDR 35	Each	$173.99	Y
614	10" Cleanout Tee SDR 26	Each	No Bid	Y
615	10" Cleanout Tee SDR 35	Each	No Bid	Y
616	10" PVC 10" x 6" SDR 35 Saddle	Each	$43.84	Y
617	10" PVC 10" x 4" SDR 35 Saddle	Each	$36.72	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SEWER TAP SUPPLIES SECTION (Continued)			
618	10" PVC 10" x 6" SDR 26 Saddle	Each	$43.84	Y
619	10" PVC 10" x 4" SDR 26 Saddle	Each	$36.72	Y
620	10" Caps for End of Pipe	Each	$59.39	Y
621	10" PVC "Y" SDR 26	Each	$222.99	Y
622	10" PVC "Y" SDR 35	Each	$186.18	Y
623	12" 1/16 Bends PVC SDR 26	Each	$147.97	Y
624	12" 1/16 Bends PVC SDR 35	Each	$118.93	Y
625	12" 1/8 Bends PVC SDR 26	Each	$155.96	Y
626	12" 1/8 Bends PVC SDR 35	Each	$124.44	Y
627	12" 90 Bends PVC SDR 26	Each	$317.03	Y
628	12" 90 Bends PVC SDR 35	Each	$246.46	Y
629	12" x 6" PVC Saddles SDR 26	Each	$51.22	Y
630	12" x 6" PVC Saddles SDR 35	Each	$51.22	Y
636	12" x 4" PVC Saddles SDR 26	Each	$45.55	Y
637	12" x 4" PVC Saddles SDR 35	Each	$45.55	Y
638	12" Caps for End of Pipe	Each	$89.21	Y
639	15" Coupling 26/35	Each	$186.07	Y
640	15" 1/16 Bends 26/35	Each	$353.39	Y
641	15" 1/2 Bends 26/35	Each	$313.06	Y
642	15" 90 Bends 26/35	Each	$384.13	Y
	TEST BALL PLUGS			
643	4"-6" Test Ball Plug	Each	$97.58	Y
644	6"-8" Test Ball Plug	Each	$155.53	Y
645	8"-12" Test Ball Plug	Each	$364.74	Y
646	10" - 16" Test Ball Plug	Each	$480.79	Y
647	12"- 18"Test Ball Plug	Each	$738.16	Y
648	15"-30" Test Ball Plug	Each	$1,705.26	Y
649	20" - 36" Test Ball Plug	Each	$2,068.42	Y
650	24"- 42"Test Ball Plug	Each	$2,911.58	Y
	BYPASS PLUGS			
651	6"- 8" Bypass Plug	Each	$215.53	Y
652	8"- 10" Bypass Plug	Each	$283.42	Y
653	8"- 12" Bypass Plug	Each	$484.74	Y
654	12"- 18" Bypass Plug	Each	$957.63	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MISCELLANEOUS PIPE SUPPLIES			
655	Pipe Primer (Quarts)	Each	$5.32	Y
656	Pipe Cement (Quarts)	Each	$5.59	Y
657	Pipe Lubricant (Quarts)	Each	$3.50	Y
658	Pipe Sealant (Pints)	Each	$11.62	Y
659	6" Source 1 Patch Kit	Each	$600.00	Y
660	8" Source 1 Patch Kit	Each	$666.67	Y
661	10" Source 1 Patch Kit	Each	$733.33	Y
662	12" Source 1 Patch Kit	Each	$800.00	Y
663	Source 1 Seal Guard	Each	$694.44	Y
	EAST JORDAN WATER MASTER 5CD250 FIRE HYDRANT W/STORZ NOZZLE - SS BOLTS			
664	2-1/2' EJWM 5CD250	Each	No Bid	Y
665	3' EJWM 5CD250	Each	No Bid	Y
666	4' EJWM 5CD250	Each	No Bid	Y
667	5' EJWM 5CD250	Each	No Bid	Y
	OTHER CATALOG ITEMS			
Discount for miscellaneous items not listed:		☐ ____%		

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).
Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

Date: 12/10/2019

To: Prospective Bidders

Subject: Addendum No. 1
Answers to Questions

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/18/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Line #361 - 2" Auto Flusher, is there any more description available?

Please see attachment.

Line #554-557 under Concrete Riser Donuts, can you provide the size of ring.23-1/2" / 24" / 36"???

Yes, please include all of this size.

Line #550-563 Still under Concrete riser Donuts, 2"/3"/4"/6" METAL RINGS...Can you provide the size of ring.23-1/2 / 24"/ 36"???

Yes, you have the right concrete donuts sizes and metal riser rings that is the correct sizes also.

What does PTPIM mean?

Please review Appendix J, Scope of Services, Cost-Based Adjustments due to Tariffs: "Potentially Time and Price-Impacted Materials(s)".

What type of pipe will these go on? Steel, PVC, Copper, Other?

Steel, PVC, HDPE AC

Do you want Carbon Steel Construction?

Yes.

Do you want that with an Epoxy Coat?

Yes

Do you need these in 304 Stainless steel?

Yes.

Is Buna-N Gasket ok for all sizes?

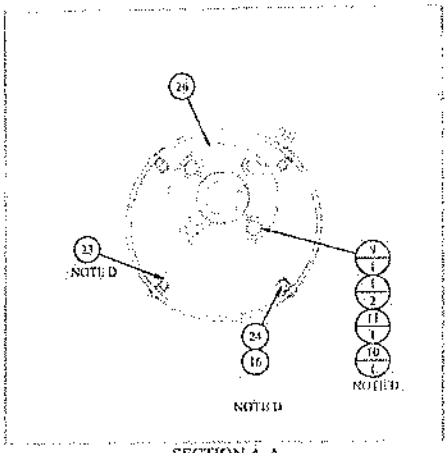
Yes, all of this answer refer to Tapping Saddles.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

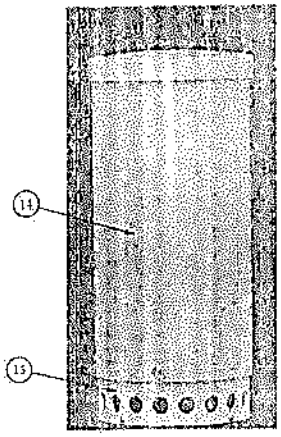
Authorized Signature	12/17/19 **Date**
Jose Hernandez **Printed Name**	Core & Main LP **Company Name**

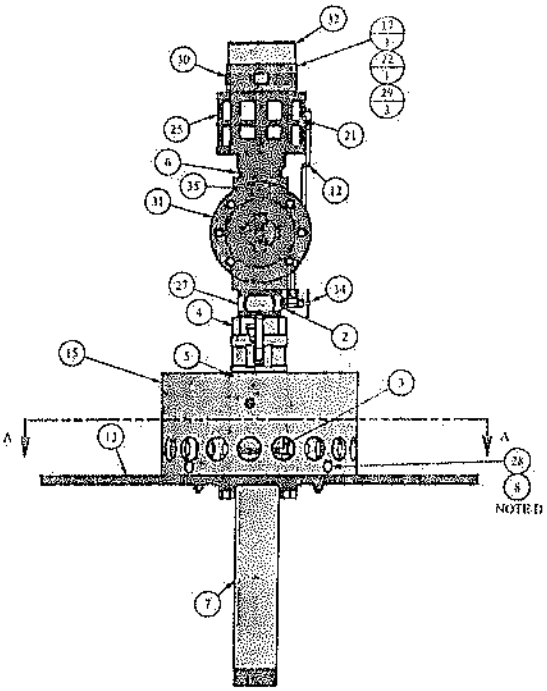
A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

PATENTED 9400WC CUT SHEET



SECTION A-A
TOP CUT VIEW





PARTS LIST

ITEM	QTY	PART NUMBER	DESCRIPTION	NOTES
1	3	12WSS	1/2" S.S. FLAT WASHER	
2	1	1/4 X 1/8SHB	1/4" x 1/8" S.S. HEX BUSHING	
3	1	2PVCC	2" SCH.80 PVC COUPLING	
4	1	2010-DSS	2" S.S. 10" QUICK DISCONNECT	
5	1	2010-FSS	2" S.S. 10" QUICK DISCONNECT	
6	1	2SSCN	2" S.S. CLOSE NIPPLE	
7	1.19	2SSP	2" S.S. PIPE	
8	8	1/4-S-S-Hex	1/4" S.S. NUT	
9	4	0294A-H-SS	S.S. FLANGE BOLT	
10	4	0294A-N-SS	S.S. FLANGE NUT	
11	4	294LS	S.S. FLANGE LOCK WASHER	
12	1.33	88-7	1/4" COPPER TUBING	
13	1	9402WC	PLATFORM FOR 9400WC	C
14	1	9403	COVER FOR 9400	C
15	1	9404	BASE FOR 9400	C
16	1	9429	S.S. WASHER FOR MOUNTING BRACKET TO PLATFORM	
17	3	9431	CONTROLLER COVER (BOTTOM)	A,C
18	1	9432	VALVE COVER	A,C
19	1	9433	SOLENOID COVER	A,C
20	1	9434	CONTROLLER COVER (TOP)	A,C
21	1	9435	SAMPLING POINT COVER	C
22	1	9436	CONTROLLER WASHER	
23	1	9437	S.S. T. BRACKET	
24	4	9438	S.S. BOLT FOR MOUNTING BRACKET TO PLATFORM	
25	1	9439	1/4" DIVERTER	
26	1	9440	2" SCH. 80 PVC THREADED FLANGE	
27	1	9442	2" S.S. NIPPLE	
28	4	9470	S.S. BOLT FOR BASE TO MOUNTING BRACKET	
29	3	9471	SCREW FOR PLASTIC CAP	
30	1	9477	S.S. HOSE CLAMP FOR CONTROLLER	C
31	1	9515	2" ICV VALVE	C
32	1	9517	VALVE CONTROLLER	
33	2	9518	9 VOLT BATTERY	A
34	1	9824	90° BRASS NEEDLE VALVE	
35	1	HV458260	SOLENOID	

OPTIONS / REPAIR PARTS LIST

36	0	9469	DE-CHLORINATION BASKET	C
37	0	9516	2" PGV VALVE	C

ICV PARTS LIST (6 BOLTS)

*		HV365400	9515 VALVE SPRING	A,C
*		HV365500	9515 VALVE BODY	A,C
*		HV365600	9515 DIAPHRAGM SUPPORT	A,C
*		HV366204	9515 BONNET BOLT	A,C
*		HV371600	9515 E-CLIP RETAINER	A,C
*		HV324700	9515 DIAPHRAGM ASSEMBLY	A,C
*		HV360600	9515 BONNET	A,C
*		HV360400	9515 FLOW CONTROL ASSEMBLY	A,C
*		HV361200	9515 FLOW CONTROL KNOB	A,C
*		HV561500	9515/9516 BLEED SCREW	A,C

PGV PARTS LIST (12 BOLTS)

*		HV412700	9516 FLOW CONTROL HANDLE	A,C
*		HV414200	9516 VALVE SPRING	A,C
*		HV412600	9516 FLOW CONTROL ASSEMBLY	A,C
*		HV414500	9516 DIAPHRAGM SUPPORT	A,C
*		HV415400	VALVE/LID O-RING	A,C
*		HV415500	9516 BONNET	A,C
*		HV415600	9516 DIAPHRAGM ASSEMBLY	A,C
*		HV419300	BODY PLUG	A,C
*		HV433000	9516 VALVE BODY	A,C
*		HV472600	9516 BONNET SCREW	A,C

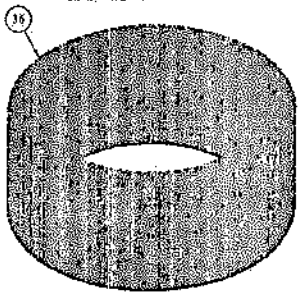
REPAIR KITS

PART NUMBER	DESCRIPTION	PARTS INCLUDED
X9400WC-SAMPLING	9400WC SAMPLING POINT COMPLETE	1/4 x 1/8SHB BUSHING (1), 9824 NEEDLE VALVE (1), 88-7 TUBING (1.33), 9435 SAMPLING POINT COVER (1)
X9400WC-UP	9400WC UPPER ASSEMBLY	9517 CONTROLLER (1), 9518 BATTERY (2), 9434 CONTROLLER COVER (TOP) (1), 9431 CONTROLLER COVER (BOTTOM) (1), 9477 CLAMP (1), 9436 WASHER (1), 9471 SCREW (3), 9439 DIVERTER (1), 1/4 x 1/8SHB BUSHING (1), 9824 NEEDLE VALVE (1), 88-7 TUBING (1.33), 9435 SAMPLING POINT COVER (1), 9515 2" ICV VALVE (1), 9432 VALVE COVER (1), 9442 NIPPLE (1), 2010-DSS DISCONNECT (1), 9433 SOLENOID COVER (1), 2SSCN 2" NIPPLE (1)
X9517	CONTROLLER WITH BATTERIES (WARM CLIMATES)	9517 CONTROLLER (1), 9518 BATTERY (2), 9434 COVER (TOP) (1), HV435200 SOLENOID (1)

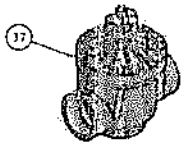
OPTIONAL REPAIR KITS

X9515	9515 BONNET COMPLETE	HV360600 BONNET (1), HV362200 KNOB (1), HV561500 BLEED SCREW (1), HV371600 E-CLIP (1), HV360800 FLOW CONTROL (1)

9469 DECHLORE BASKET



9516 PGV VALVE



X9400WC-UP ASSEMBLY

DRAWN SMS	10/25/2017	
CHECKED DCL	7/31/2018	
MODIFIED		
SIZE C	SCALE 1/8	
DWG NO #9400WC Cut_Rev0	SHEET 1 OF 1	REV 0

DATE	DESCRIPTION
A	NOT SHOWN
C	SOLD AS REPLACEMENT PART
D	BOLT ASSEMBLY USED ON ALL SIMILAR HOLES/BRACKETS

DISCLAIMER
THIS DRAWING IS THE PROPERTY OF THE RUPPERT'S FOUNDARY COMPANY. IT IS NOT TO BE USED OR DUPLICATED WITHOUT THE PERMISSION OF THE OWNER.

LEGEND
S → STANDARD TAG
X/Y → TAG WITH Y QUANTITY

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2020-573264

Date Filed:
01/02/2020

Date Acknowledged:

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

Core & Main LP
Houston, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Galveston

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

COG-CON-20-008
BID # 20-002 Municipal Utilities Pipes, Parts, and Fittings Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Newman, Margaret	St. Louis, MO United States	X	
Rorick, Ian	St. Louis, MO United States	X	
Schneider, Laura K.	St. Louis, MO United States	X	
Sleeper, Nathan	St. Louis, MO United States	X	
Witkowski, Mark R.	St. Louis, MO United States	X	
Zrebiec, J.L.	St. Louis, MO United States	X	
CD&R Plumb Buyer, LLC	New York, NY United States	X	
Berges, James	St. Louis, MO United States	X	
Castellano, James	St. Louis, MO United States	X	
Cowles, Bradford A.	St. Louis, MO United States	X	
Gipson, Dennis	St. Louis, MO United States	X	
LeClair, Stephen O.	St. Louis, MO United States	X	
Core & Main GP, LLC	New York, NY United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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Core & Main LP
Houston, TX United States

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City of Galveston

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COG-CON-20-008
BID # 20-002 Municipal Utilities Pipes, Parts, and Fittings Materials

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 Wendy Niemczak, and my date of birth is 12/16/80

My address is 7022 Easthaven Blvd (street), Houston (city), TX (state), 77017 (zip code), USA (country)

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

Executed in Harris County County, State of Texas, on the 7th day of January (month), 20 20 (year).

JAMES RAY CHOATE
ID #129126346
My Commission Expires
September 17, 2020

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/02/2020

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

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

PRODUCER
Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of P	19445
INSURER B : Willis Submission Carrier	GENRC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Core & Main LP
1830 Craig Park Court
Saint Louis, MO 63146

COVERAGES

CERTIFICATE NUMBER: W15124125 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] SIR: $500,000* GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			GL 6862371	08/01/2019	08/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			SEE ATTACHED	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SEE ATTACHED	08/01/2019	08/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Additional Lines of Coverage			SEE ATTACHED	08/01/2019	08/01/2020		

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

* General Liability: The $1,000,000 per Occurrence and $2,000,000 Aggregate limits displayed is a combination of $500,000 Self-Insured Retention and $500,000 Per Occurrence /$1,500,000 Aggregate limits of liability provided by the carrier noted above.

CERTIFICATE HOLDER

City of Galveston

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGE SCHEDULE

AUTOMOBILE LIABILITY
Policy Effective & Expiration Dates: See Page 1
Limits: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
CA 4993187	All Other States	National Union Fire Insurance Company of Pittsburgh
CA 4993188	MA	National Union Fire Insurance Company of Pittsburgh
CA 4993189	VA	National Union Fire Insurance Company of Pittsburgh

WORKERS COMPENSATION & EMPLOYERS LIABILITY
Policy Effective & Expiration Dates: See Page 1
Limits: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WC 017515670	All Other States	New Hampshire Insurance Company
WC 017515669	CA	American Home Assurance Company
WC 017515668	NJ/PA	New Hampshire Insurance Company
WC 017515665	AK, AZ, VA	New Hampshire Insurance Company
WC 017515667	IL, KY, NC, UT, VT	New Hampshire Insurance Company
WC 017515666	MA, WI	New Hampshire Insurance Company
WC 017515664	FL	Illinois National Insurance Company

EXCESS LIABILITY
Policy Effective & Expiration Dates: 08/01/2019-08/01/2020

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
MKLM6MM50000013	Excess General Liability	$10,000,000 xs $1,000,000 Primary	Markel Insurance Company
NY19RXSZ02HYLIV	Excess Automobile Liability	$3,000,000 xs $2,000,000 Primary	Navigators Insurance Company
42-XSF-308468-01	Excess Automobile Liability	$5,000,000 xs $5,000,000	Berkshire Hathaway Specialty Insurance Company

*Umbrella Liability shown on Page 1 applies after above shown limits are exhausted for their respective lines of coverage

CONTRACT FOR SUPPLY OF COMMODITIES

Municipal Utilities Pipes, Parts, and Fitting Materials

This Contract (the "Contract") is made and entered into this 13th day of January, 2020 by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Coburn Supply Co., a company, located at 5915 Broadway, Galveston , TX, 77551. 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 supplies in connection with Municipal Utilities Pipes, Parts, and Fitting Materials, within the City of Galveston ("City") and Coburn Supply Co. ("Company") desires to provide such commodities; 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:

Municipal Utilities Pipes, Parts, and Fitting Materials

Response to Bid 20-002

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates the 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 for (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any extension. No option to extend will be considered without the availability of funds, or if the contractor's past performance is not up to industry standard.

6. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, and if necessary installed, by Company at the request of City accordance with the schedules/timetables described in greater detail in the attached 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 5915 Broadway, Galveston , TX, 77551. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

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

$2,000,000 general liability (includes products and personal, etc.)
$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

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

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

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

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

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

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

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

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

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

20. 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.

21. 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.

22. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Municipal Utilities Pipes, Parts, and Fitting Materials 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

Coburn Supply Co.
5915 Broadway
Galveston, Texas, 77551

[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

By: _____
Brian Maxwell, City Manager

COBURN SUPPLY CO.

By: _____
Thomas Rehg, Principal

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, COBURN SUPPLY CO., ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
Galveston **COUNTY** §

On this day, BEFORE ME, the undersigned, personally appeared Thomas Rehg **of Coburn Supply Co,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of January, 2020.

Julia Webb
Notary Public
State of Texas
My Comm. Exp. 2/22/21
Notary ID 12931788-0

_____
Notary Public in and for
The State of Texas

EXHIBIT A

City of Galveston

INVITATION TO BID

Bid Reference Number: 20-002

Project Title: Municipal Utilities Pipes, Parts, and Fitting Materials

Bid Closing Date: 10:00 A.M.(CST), Thursday, December 19, 2019

One (1) Original and one (1) copies and one media source required.
No bids submitted after the above deadline will be accepted.

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

TABLE OF CONTENTS

Table of Contents ..... Pages 1 & 2

Invitation to Bid
(1) Introduction ..... Page 3
(2) Contact Information ..... Page 4
(3) General Information ..... Page 4
(4) ITB Withdrawals and / or Amendments ..... Page 4
(5) Estimated Quantities ..... Page 4
(6) Bid Submittal Requirements ..... Page 5
(7) Bid Evaluation and Contract Award ..... Page 6
(8) Declaration of Policy ..... Page 8

Appendix A – Bid
(-) Label Format for Submittal Packet's Sealed Envelope ..... Page 9

I. Required Bid Information:
(1) Proposed Products and / or Services ..... Page 10
(2) Cost of Proposed Products and Services ..... Page 10
(3) Bidder's Experience / Staff ..... Page 10
(4) References ..... Page 11
(5) Trade Secrets and / or Confidential Information ..... Page 12
(6) Federal, State and / or Local Identification Information ..... Page 12
(7) Cooperative Governmental Purchasing Notice ..... Page 12
(8) Term of Contract and Option to Extend ..... Page 12
(9) Emergency Business Services Contact Notice ..... Page 13

II. Contract Terms and Conditions:
(1) Delivery of Products and Services ..... Page 14
(2) Miscellaneous ..... Page 16
(3) Financial Responsibility Provisions ..... Page 17

Appendix B – Conflict of Interest Form ..... Page 19
Appendix C – House Bill 89 Verification Form ..... Page 21
Appendix D – Property Tax Statement ..... Page 22
Appendix E – Nepotism Statement ..... Page 23
Appendix F – Non-Collusion Statement ..... Page 24
Appendix G – Document 000435 ..... Page 25
Appendix H – No Intent to Submit Form ..... Page 26
Appendix I – ACH Form (this form is optional) ..... Page 27 & 28

Appendix J – Scope of Services

(1) Project Title ..... Page 29
(2) Scope of Services Contact ..... Page 29
(3) Special Conditions ..... Page 29
(4) Brand Manufacture Reference ..... Page 42
(5) Key Events Schedule ..... Page 42
(6) Scope of Services ..... Page 43

Galveston, Texas

Invitation to Bid

0. Introduction

A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the bid packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

1. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

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

Email Address: purchasing@galvestontx.gov

2. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

3. ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.

B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

4. Estimated Quantities

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

5. Bid Submittal Requirements

A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Work. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "Bid 20-002 Municipal Utilities Pipes Parts and Fitting Materials." The question deadline will be addressed in Appendix J-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Work.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

6. Bid Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids based on the lowest bid price. Vendors shall not contact any City of Galveston personnel during the bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. City reserves the right to determine which Bid is the lowest and responsible, per Texas Local Government Code § 252.043(a). The City Council shall be the sole judge in determining award.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
   a. Name, address and telephone number of the protestor.
   b. Identification of the solicitation or contract number and time.
   c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
   d. Identification of the issue(s) to be resolved and statement of what relief is requested.
   e. Arguments and authorities in support of the protest.
   f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

   i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

   ii) The successful bidder violates any of the provisions of these specifications; or

   iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or

   iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

   v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any

payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

✓ **Appendix A (pages _9_ through _18_) must be included in the bid submittal.**

✓ **Appendix B – G (pages_20_ through _26_) all forms must be complete and included in the bid submittal.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☑ Appendix B – Conflict of Interest
- ☑ Appendix C – House Bill 89 Verification
- ☑ Appendix D – Property Tax Statement
- ☑ Appendix E – Nepotism Statement
- ☑ Appendix F – Non-Collusion Statement
- ☑ Appendix G – Certification Regarding Debarment

✓ **Appendix J (pages_28_ and all required documents) 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:	**20-002**
Project Title:	**Municipal Utilities Pipes, Parts, and Fitting Materials**
Submittal Deadline:	**10:00 A.M.(CST), Thursday, December 19, 2019**

Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553

Bidder Information:

Bidder's Legal Name:	Coburn Supply Co.		
Address:	5915 Broadway Avenue J		
City, State & Zip	Galveston, TX 77551		
Federal Employers Identification Number #	76-0700401		
Phone Number:	409-744-4524	**Fax Number:**	409-741-0514
E-Mail Address:	treby@coburns.com, mistyo@coburns.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Thomas Reby

Signature of Authorized Representative: Thomas Reby

Signed this 18 (day) of December (month), 2019 (year)

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: If applicable, Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format, unless price sheet is made available in Appendix J:

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

3. Bidder's Experience / Staff

A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 85; and the number of employees: 900+.

D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: City of Lamarque	
Contact Name: Amanda Hobby	Contact Title: Interim Ast. Public Works Director
Phone: 409-938-9280	Email: A.hobby@cityoflamarque.org
Date and Scope of Work Provided: November 2019 – Current Annual Municipal material, many previous years of service	

Reference #2:

Client / Company Name: County of Galveston	
Contact Name: STEVE MARKIEWICZ	Contact Title: Assistant Facility Director
Phone: 409-766-2308	Email: STEVE.MARKIEWICZ@CO.GALVESTON.TX.US
Date and Scope of Work Provided: HVAC + Commercial Plumbing, local park boards etc.	

Reference #3:

Client / Company Name: City of Conroe	
Contact Name: TINA ROZMAN	Contact Title: PURCHASING
Phone: 936-522-3848	Email: TROZMAN@CITYOFCONROE.ORG
Date and Scope of Work Provided: 2009-current Municipal RFQs.	

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**

Centralized Master Bidders List registration number: 1760710040 5.

Prime contractor HUB / MWBE registration number: N/A.

An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #_____-_____-_____.

Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 008945222.

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.

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 **[✓] No, Only the City can purchase.**

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

Any contract resulting from this ITB shall be effective for one (1) year from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to **four (4) additional years**, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, THOMAS Rehg **(Person name), the undersigned representative of (Company or Businsess Name)** O BURN Supply Co **(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.**

12/19/2019
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas **§**
COUNTY OF Galveston **§**

On this day, BEFORE ME, the undersigned, personally appeared Thomas Rehg **, the** Manager **of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 **day of** December **, 2019.**

[SEAL]

Julia Webb
Notary Public
State of Texas
My Comm. Exp. 2/22/21
Notary ID 12931788-0

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

_____

_____

Thomas Rehg
Bidder's Printed or Typed Name

Thomas Rehg
Bidder's Signature

12/18/19
Date

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

Appendix E – Nepotism Statement

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

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

If the Bidder or Proposer is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

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

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

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

Appendix F – Non-Collusion Statement

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

VENDOR Coburn Supply Company

ADDRESS 5915 Broadway Avenue S Galveston, TX 77551

PHONE 409-744-4524

FAX 409-741-0514

BIDDER (SIGNATURE) Thomas Rehg

BIDDER (PRINTED NAME) Thomas Rehg

POSITION WITH COMPANY Branch Manage

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID Thomas Rehg

COMPANY OFFICIAL (PRINTED NAME) Thomas Rehg

OFFICIAL POSITION Branch Manager

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

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEB.ARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Thomas Reby
(Printed or typed Name of Signatory)

Thomas Reby
(Signature)

12/18/19
(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 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 <u>not</u> 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 be competitive
- ☐ Cannot meet specifications highlighted in the attached request
- ☐ Job too large
- ☐ Do not wish to do business with the City of Galveston
- ☐ Cannot submit electronically
- ☐ Cannot provide Insurance required
- ☐ Cannot provide Bonding required
- ☐ Cannot comply with Indemnification requirement
- ☐ Job too small
- ☐ Other: _____

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (_____) _____

You may also email this form to: <u>purchasing@galvestontx.gov</u>.

Appendix I – ACH Form

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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

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 Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: Capital One Bank NA

Financial Institute Address: 3775 Stagg Dr. Beaumont, TX 77701

Routing Number: 111901014

Account Number: 5000733048

SWIFT Code: (if applicable)

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: Coburn Supply Co. Inc

Authorized Signature: Thomas Rehg

Printed Name: Thomas Rehg Title: Branch Manager

Contact Phone Number: 409-744-4524 Date: 12/18/19

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Work

1. **Project Title: Municipal Utilities Pipes Parts and Fitting Materials**

2. **Scope of Work Contact**

   Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

   There are no bonding requirements for this solicitation.

   The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID #20-002
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.

Thomas Reby
(printed name of signatory)

Thomas Reby
(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.

Thomas Rehy
(printed name of signatory)

Thomas Rehy
(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."

Thomas Reby
(printed name of signatory)

Thomas Reby
(signature and date)

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

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Thomas Reby — Thomas Reby 12/18/19

(printed name of signatory) (signature and date)

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

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Thomas Rehy
(printed name of signatory)

Thomas Rehy
(signature and date)

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Thomas Rehy
(printed name of signatory)

Thomas Rehy
(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, Coburn Supply Co., 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 18th day of December, 2019

By Thomas Rehg
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Thomas Rehg
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Branch Manager
Title of Authorized Official

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

Thomas Rehg
(printed name of signatory)

Thomas Rehg
(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.

Thomas Rehg
(printed name of signatory)

Thomas Rehg
(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.

Thomas Raley
(printed name of signatory)

Thomas Raley
(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.

Thomas Raley
(printed name of signatory)

Thomas Raley
(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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Thomas Kelly
(printed name of signatory)

Thomas Kelly
(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. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

5. **Key Events Schedule**

Bid Release Date	November 18, 2019
Deadline for Submittal of Written Questions	December 6, 2019 @ 2:00pm CST
Sealed Bids Due to and Opened by City	December 19, 2019 @ 10:00am CST
Anticipated Committee Evaluation Review Date	December 2020
Anticipated Award Date	January 2020

[PLEASE SEE FOLLOWING SCOPE OF SERVICES]

6. **Scope of Services**

I. PURPOSE AND OBJECTIVES

It is the intent of the City of Galveston to qualify one (1) or more vendors to furnish and deliver water pipes, parts, and fitting materials for the Public Works Municipal Utilities Division. Vendors are requested to submit a bid that meets all requirements contained herein. Bids submitted shall be complete and include all costs associated with the bid including delivery and materials.

I. SUPPLIER REQUIREMENTS:

- The vendor shall be responsible for making any claims against carriers for missing or damaged items.
- The vendor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the City.

II. MINIMUM QUALIFICATIONS:

- Normal stock orders shall be delivered to the City within 5 working days.
- Delivery of emergency orders, vendor-stocked parts shall be made within 4 hours.
- Special Ordered goods shall be delivered within 10 working days, unless otherwise agreed upon between City personnel the vendor

III. TECHNICAL SPECIFICATIONS

- All items shall be of new manufacture, of most recent design, and contain all current modifications. Unless otherwise agreed open between City personnel and the Vendor.
- Goods shall meet or exceed the quality of the part furnished on the original price of equipment (OEM). However, if the original manufacturer has updated the quality of the parts for the current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item(s) and/or termination of the contract.

IV. BRAND REQUIREMENTS

- Exceptions to, or deviations from, a particular manufacturer's brand in specifications will be evaluated and considered by the City so long as those deviations are cross referenced and fully explained with regard to their equality with acceptable brands. The determination as to whether any alternate product or service is, or is not, equal shall be made by the City and such determination shall be final and binding upon all bidders.

V. ALTERNATIVE SOURCE

- The City reserves the right to order an item from another vendor selling the same item in the event the successful bidder is unable to supply the necessary goods when needed. The next time the part is required; the original successful bidder will be contacted. Recurring instances of stock-out may be cause for cancellation of all or part of any contract that is the result of this contract.

VI. PRICING ADJUSTMENTS

- Bidders are instructed to bid the unit price on the item(s) specified, and/or percentage discount for catalog items. Prices for all goods shall be firm for the one-year period and shall be stated on the Price Sheet. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored.

- Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph.

- During the term of the awarded contract, the contract price may be adjusted as follows. Provided, however, the Index-Based Adjustments provision is the default adjustment provision. The adjustment provisions are not cumulative. The price adjustments below are subject to the change order limitations in Loc. Gov. Code § 252.048, as well as to the availability of appropriated funds.

  1. Cost-Based Adjustments due to Tariffs: It is understood and recognized that certain markets providing essential materials for municipal utilities pipes, parts, and fittings are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of the awarded contract that may impact price, availability, and delivery time frames ("Potentially Time and Price-Impacted Material(s)"). These fluctuations are due changes in tariffs established by the federal government, which may result in increases or decreases of contract pricing. It is intended that the awarded contract will provide for a fair allocation of the risk of such market conditions between the City and the successful bidder, which will apply only to the Potentially Time and Price-Impacted Materials(s) which are noted as such on the Pricing Form made part of this ITB.

     a. Baseline Price. The Unit Prices on the submitted Pricing Form will be considered the market prices as of the date of the awarded contract ("Baseline Price(s)").

     b. Adjustment in Baseline Price. If during the term of the awarded contract a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either party may notify the other in writing within thirty (30) days from the date the basis for an equitable adjustment to the contract price arises and will provide appropriate documentation substantiating such requested adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted

Material: (1) will not include any amount for overhead and profit; and (2) will factor in Adjusted Baseline Price(s).

i. In the event of a decrease in the Baseline Price, the contract price will be equitably adjusted to reflect such decrease, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.

ii. In the event of an increase in the Baseline Price, the contract price will be equitably adjusted to reflect such increase, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.

iii. No adjustment will be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the awarded contract prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of the successful bidder, its subcontractors, and material suppliers.

[PLEASE SEE FOLLOWING PRICE SHEET]

Date: 12/10/2019

To: Prospective Bidders

Subject: Addendum No. 1
Answers to Questions

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/18/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Line #361 - 2" Auto Flusher, is there any more description available?

Please see attachment.

Line #554-557 under Concrete Riser Donuts, can you provide the size of ring.23-1/2" / 24" / 36"???

Yes, please include all of this size.

Line #550-563 Still under Concrete riser Donuts, 2"/3"/4"/6" METAL RINGS...Can you provide the size of ring.23-1/2 / 24"/ 36"???

Yes, you have the right concrete donuts sizes and metal riser rings that is the correct sizes also.

What does PTPIM mean?

Please review Appendix J, Scope of Services, Cost-Based Adjustments due to Tariffs. "Potentially Time and Price-Impacted Materials(s)".

What type of pipe will these go on? Steel, PVC, Copper, Other?

Steel, PVC, HDPE AC

Do you want Carbon Steel Construction?

Yes.

Do you want that with an Epoxy Coat?

Yes

Do you need these in 304 Stainless steel?

Yes.

Is Buna-N Gasket ok for all sizes?

Yes, all of this answer refer to Tapping Saddles.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Thomas Rehg
Authorized Signature

12/18/19
Date

Thomas Rehg
Printed Name

Coburn Supply Co.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

CITY OF GALVESTON PUBLIC WORKS DEPARTMENT
BID 20-002 MUNICIPAL UTILITIES PIPE, PARTS AND FITTING MATERIALS

PRICE SHEET

BIDDER: Coburn Supply Co.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	TAPPING SADDLES: OD RANGE 2.38 TO 2.50			
1	2" X 1" JCM 406	Each	32.98	Y
2	2" X 3/4"	Each	32.98	Y
	TAPPING SADDLES: OD RANGE 3.46 TO 3.96			
3	3" x 3/4" JCM 406	Each	35.05	Y
4	3" x 1"	Each	35.05	Y
5	4" x 2"	Each	41.22	Y
6	4" x 1-1/2"	Each	41.22	Y
7	4" X 1"	Each	35.05	Y
8	4" X 3/4"	Each	35.05	Y
	TAPPING SADDLES / SLEEVES : OD RANGE 6.90 TO 7.56			
9	6" X 4" JCM 412-XX-ESS	Each	315.45	Y
10	6" X 2" JCM 406	Each	46.39	Y
11	6" X 1-1/2"	Each	46.39	Y
12	6" X 1"	Each	40.20	Y
13	6" X 3/4"	Each	40.20	Y
	TAPPING SADDLES / SLEEVES : ODO RANGE 9.05 TO 9.74			
14	8" X 6" JCM 412-XX-ESS	Each	345.35	Y
15	8" X 4"	Each	321.65	Y
16	8" X 2" JCM 406	Each	55.67	Y
17	8" X 1-1/2"	Each	55.67	Y
18	8" X 1"	Each	47.42	Y
19	8" X 3/4"	Each	47.42	Y
	TAPPING SADDLES / SLEEVES: OD RANGE 11.10 TO 12.12			
20	10" X 8" JCM 412-XX-ESS	Each	452.55	Y
21	10" X 6"	Each	361.85	Y
22	10" X 4"	Each	335.05	Y
23	10" X 2" JCM 406	Each	62.88	Y
24	10" X 1-1/2"	Each	62.88	Y
25	10" X 1"	Each	55.67	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	TAPPING SADDLES / SLEEVES : OD RANGE 13.20 TO 14.38			
26	10" X 3/4" JCM 406	Each	55.07	Y
27	12" X 10" JCM 412-XX-ESS	Each	658.76	Y
28	12" X 8"	Each	487.02	Y
29	12" X 6"	Each	385.55	Y
30	12" X 4"	Each	354.64	Y
31	12" X 2" JCM 406	Each	72.15	Y
32	12" X 1-1/2"	Each	72.15	Y
33	12" X 1"	Each	64.95	Y
34	12" X 3/4"	Each	64.95	Y
	TAPPING SADDLES / SLEEVES : OD RANGE 17.40 TO 17.94			
35	16" X 2" JCM 406	Each	94.84	Y
36	16" X 1-1/2"	Each	94.84	Y
37	16" X 1"	Each	87.62	Y
38	20" X 2"	Each	134.02	Y
39	20" X 1-1/2"	Each	134.02	Y
40	20" X 1"	Each	122.68	Y
	PVC METER BOX W/READER LID			
41	D-1200 NDS D1200	Each	12.72	N
42	D-1500 NDS D1500	Each	24.22	N
43	DFW 37C-12-AF3M (Single)	Each	~~178.77~~ 93.75	N T.R.
44	DFW 38C-14-AF3M (Dual)	Each	131.25	N
45	DFW A4C-12-AF3M (Jumbo)	Each	178.77	N
	BROOKS PRODUCTS			
46	CEMENT METERBOX COVER W/ CI READER LID Christy B09G	Each	28.56	N
47	CONCRETE DUAL METER BOX COMPETE B605	Each	103.60	N
	CONCRETE METER BOXES COMPLETE			
48	36H	Each	NB	
49	37H	Each	NB	
50	65H	Each	NB	
	CURBSTOP FIP X FIP			
51	3/4" Ford Meter Box	Each	24.88	Y
52	1" B11	Each	43.94	Y
53	1-1/2"	Each	122.48	Y
54	2"	Each	167.44	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	CURBSTOP FEMALE IP X PACK JOINT			
55	3/4" Ford Meter Box	Each	29.47	Y
56	1" B44-XX-NL	Each	52.52	Y
57	1-1/2"	Each	143.61	Y
58	2"	Each	201.21	Y
	CORP STOPS C.C. X P. JOINT			
59	3/4" Ford Meter Box	Each	24.14	Y
60	1" F1000XNL	Each	36.52	Y
61	1-1/2" FB1000XNL	Each	105.27	Y
62	2"	Each	174.12	Y
	COUPLINGS P. JOINT X P. JOINT			
63	3/4" Ford Meter Box	Each	13.48	Y
64	1" C44-XX-NL	Each	15.42	Y
65	1-1/4"	Each	26.62	Y
66	1-1/2"	Each	51.60	Y
67	2"	Each	69.65	Y
	BRASS ADAPTERS FEMALE IRON PIPE X PACK JOINT			
68	3/4" Ford Meter Box	Each	11.64	Y
69	1" C14-XX-NL	Each	15.79	Y
70	1-1/2:	Each	45.92	Y
71	2"	Each	54.69	Y
	BRASS ADAPTERS MALE IRON PIPE X PACK JOINT			
72	3/4" Ford Meter Box	Each	11.07	Y
73	1" C84-XX-NL	Each	13.11	Y
74	1-1/2:	Each	35.91	Y
75	2"	Each	52.32	Y
	FLARE X P JOINT ADAPTORS			
76	3/4" Ford Meter Box	Each	20.15	Y
77	1" C24-XX-NL	Each	32.63	Y
78	1-1/2: C04-XX-NL	Each	46.46	Y
79	2"	Each	72.47	Y
	PVC COMP. COUPLING			
80	3/4" Ford Meter Box	Each	21.39	Y
81	1" C77-XX-NL	Each	36.31	Y
82	1-1/4"	Each	52.11	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	PVC COMP. COUPLING (Continued)			
83	1-1/2: C77-66-NL	Each	70.85	Y
84	2" C77-77-NL	Each	107.18	Y
85	2-1/2"	Each	NB	
	BRASS BUSHINGS			
86	3/4" x 1/2" Matco-Norca	Each	1.62	Y
87	1" x 3/4"	Each	2.45	Y
88	1-1/2" x 3/4"	Each	6.54	Y
89	1-1/2" x 1"	Each	5.35	Y
90	2" x 3/4"	Each	9.55	Y
91	2" x 1"	Each	9.55	Y
92	2" x 1-1/2"	Each	7.92	Y
	BRASS TEE'S			
93	2" x 2" x 2" Matco-Norca	Each	20.96	Y
94	1" x 1" x 1"	Each	6.63	Y
95	1-1/2" x 1-1/2" x 1-1/2"	Each	12.79	Y
96	3/4" x 3/4" x 3/4"	Each	3.73	Y
97	1" x 3/4" x 3/4"	Each	8.90	Y
98	3/4" x 3/4" x 1"	Each	8.89	Y
	BRASS ELBOW'S			
99	3/4" x 3/4" Matco-Norca	Each	3.04	Y
100	1" x 1"	Each	4.68	Y
101	1-1/2" x 1-1/2"	Each	9.30	Y
102	2" x 2"	Each	15.13	Y
103	2" x 3/4"	Each	21.00	Y
104	2" x 1"	Each	21.22	Y
105	2" x 1-1/2"	Each	21.22	Y
106	1-1/2" X 3/4"	Each	11.50	Y
107	1-1/2" X 1"	Each	11.50	Y
108	1" X 3/4"	Each	5.83	Y
	BRASS BELL REDUCERS			
109	2" X 1-1/2" Matco-Norca	Each	14.88	Y
110	2" X 1"	Each	16.76	Y
111	2" X 3/4"	Each	16.76	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	BRASS BELL REDUCERS (Continued)			
112	1-1/2" X 1" Matco-Norca	Each	10.01	Y
113	1-1/2" X 3/4"	Each	11.27	Y
114	1" X 3/4"	Each	4.91	Y
115	2" X 1-1/4"	Each	14.89	Y
116	1-1/4" X 1"	Each	7.92	Y
117	1-1/4" X 3/4"	Each	7.92	Y
	BRASS FITTINGS NIPPLES			
118	1/2" X CLOSE Matco-Norca	Each	.91	Y
119	1/2" X 1-1/2"	Each	1.05	Y
120	1/2" X 2"	Each	1.24	Y
121	1/2" X 3"	Each	1.73	Y
122	1/2" X 4"	Each	2.26	Y
123	1/2" X 5"	Each	2.70	Y
124	1/2" X 6"	Each	3.29	Y
125	3/4" X CLOSE	Each	1.31	Y
126	3/4" X 1-1/2"	Each	1.40	Y
127	3/4" X 2"	Each	1.65	Y
128	3/4" X 3"	Each	2.21	Y
129	3/4" X 4"	Each	2.88	Y
130	3/4" X 5"	Each	3.46	Y
131	3/4" X 6"	Each	4.21	Y
132	1" X CLOSE	Each	1.93	Y
133	1" X 1-1/2"	Each	2.35	Y
134	1" X 2"	Each	2.38	Y
135	1" X 3"	Each	3.20	Y
136	1" X 4"	Each	4.17	Y
137	1" X 5"	Each	5.14	Y
138	1" X 6"	Each	6.14	Y
139	1-1/2" X CLOSE	Each	3.79	Y
140	1-1/2" X 1-1/2"	Each	4.08	Y
141	1-1/2" X 2"	Each	4.08	Y
142	1-1/2" X 3"	Each	5.62	Y
143	1-1/2" X 4"	Each	7.32	Y
144	1-1/2" X 5"	Each	9.10	Y
145	1-1/2" X 6"	Each	10.81	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	BRASS FITTINGS NIPPLES (Continued)			
146	2" X CLOSE Matco-Norca	Each	5.77	Y
147	2" X 1-1/2"	Each	7.20	Y
148	2" X 2"	Each	7.20	Y
149	2" X 3"	Each	7.20	Y
150	2" X 4"	Each	9.41	Y
151	2" X 5"	Each	11.64	Y
152	2" X 6"	Each	13.90	Y
	BRASS COUPLING			
153	3/4" Matco-Norca	Each	2.45	Y
154	1"	Each	3.73	Y
155	1-1/2:	Each	7.92	Y
156	2"	Each	13.04	Y
	METER COUPLING			
157	3/4" X 2" Matco-Norca	Each	3.37	Y
158	3/4" X 2-1/2"	Each	4.46	Y
159	1" X 2-5/8"	Each	4.46	Y
	OVAL DUAL METER FLANGE KITS			
160	1-1/2" FLANGE KITS BRASS Matco-Norca	Each	47.28	Y
161	2" FLANGE KITS BRASS	Each	51.09	Y
	GALVANIZED NIPPLES			
162	2" x ALL THREAD Matco-Norca	Each	1.84	Y
163	2" X 3"	Each	2.08	Y
164	3" x ALL THREAD	Each	6.59	Y
165	3" X 2"	Each	2.08	Y
	GALVANIZED THREAD COUPLINGS			
166	1 1/2" Matco-Norca	Each	3.30	Y
	GALVANIZED PIPES			
167	1 1/2" Merfish	Linear Feet	2.82	N
	GALVANIZED BUSHING			
168	2" X 1-1/2" Buy wholesale	Each	3.29	Y
	GALVANIZED BELL REDUCERS			
169	4" X 3" Matco-Norca	Each	42.76	Y
170	4" x 2"	Each	42.76	Y
	3/4" EYEBOLTS DUCTILE			
171	4" FITTING Sigma	Each	1.58	N
172	6" FITTING	Each	1.58	N

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	3/4" EYEBOLTS DUCTILE (Continued)			
173	8" FITTING Sigma	Each	1.55	Y
174	10" FITTING	Each	1.55	Y
	5/8" EYEBOLTS DUCTILE			
175	4" FITTING Sigma	Each	1.55	Y
176	6" FITTING	Each	1.55	Y
177	8" FITTING	Each	1.55	Y
178	10" FITTING	Each	1.55	Y
	3/4" TEEBOLTS DUCTILE			
179	4" FITTING Sigma	Each	1.10	Y
180	6" FITTING	Each	1.10	Y
181	8" FITTING	Each	1.10	Y
182	10" FITTING	Each	1.10	Y
	5/8" TEEBOLTS DUCTILE			
183	4" FITTING Sigma	Each	1.10	Y
184	6" FITTING	Each	1.10	Y
185	8" FITTING	Each	1.10	Y
186	10" FITTING	Each	1.10	Y
	MEGA LUGS GLAND PACKS			
187	3" FOR PVC PIPE Sigma	Each	22.91	Y
188	4" FOR PVC PIPE	Each	24.67	Y
189	6" DUCTILE IRON PIPE	Each	26.56	Y
190	6" FOR C-900	Each	29.11	Y
191	8" DUCTILE IRON PIPE	Each	34.06	Y
192	8" FOR C-900	Each	41.65	Y
193	10" DUCTILE IRON PIPE	Each	48.94	Y
194	10" FOR C-900	Each	72.53	Y
195	12" DUCTILE IRON PIPE	Each	65.77	Y
196	12" FOR C-900	Each	76.12	Y
	TRANSITION GASKETS			
197	2" Sigma	Each	2.10	Y
198	3"	Each	2.80	Y
199	4"	Each	3.15	Y
200	6"	Each	3.5	Y
201	8"	Each	5.25	Y

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Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ CAPS			
202	4" X 2" SIP	Each	22.45	Y
203	3" X 2"	Each	22.16	Y
204	6' X 2"	Each	30.92	Y
205	8" X 2"	Each	42.075	Y
206	10 X 2"	Each	50.75	Y
207	12 X 2"	Each	70.58	Y
	TAPPED OUT PLUGS MJ			
208	4" X 2" SIP	Each	24.79	Y
209	6' X 2"	Each	36.45	Y
210	8" X 2"	Each	49.00	Y
211	10 X 2"	Each	77.00	Y
212	12 X 2"	Each	78.00	Y
	GLAND PACKS			
213	3" CAST IRON PIPE SIP	Each	2.66	Y
214	4" C-900 & DUCTILE IRON PIPE	Each	10.02	Y
215	6" C-900 & DUCTILE IRON PIPE	Each	13.85	Y
216	8" C-900 & DUCTILE IRON PIPE	Each	15.32	Y
217	10" C-900 & DUCTILE IRON PIPE	Each	22.11	Y
218	12" C-900 & DUCTILE IRON PIPE	Each	22.99	Y
219	16" C-900 & DUCTILE IRON PIPE	Each	37.43	Y
220	20" C-900 & DUCTILE IRON PIPE	Each	66.90	Y
	FRICTION CLAMP - EILSEN			
221	3" Sigma	Each	17.75	Y
222	4"	Each	18.89	Y
223	6"	Each	20.00	Y
224	8"	Each	21.11	Y
225	10"	Each	25.55	Y
226	12"	Each	28.89	Y
	VALVE BOX			
227	"A" BOX W/LID SIP	Each	27.75	Y
228	DALLAS SHORT VALVE BOX	Each	26.50	Y
	LUG WASHERS			
229	1/2" Sigma	Each	2.50	N
230	5/8"	Each	2.50	N
231	3/4"	Each	2.50	N

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	ALL THREAD ROD ZINC PLATED			
232	1/2" X 10' Anvil	Each	4.95	N
233	5/8" X 10'	Each	8.62	N
234	3/4" X 10'	Each	17.44	N
	DUCTILE IRON BODY ELBOWS MJ 90			
235	4" SIP	Each	28.57	Y
236	6"	Each	46.76	Y
237	8"	Each	67.83	Y
238	10"	Each	107.67	Y
239	12"	Each	144.91	Y
240	16"	Each	378.20	Y
241	20"	Each	550.76	Y
	DUCTILE IRON BODY ELBOWS MJ 45			
242	4" SIP	Each	23.67	Y
243	6"	Each	38.10	Y
244	8"	Each	55.42	Y
245	10"	Each	80.24	Y
	DUCTILE IRON BODY ELBOWS SM 45 (Continued)			
246	12" SIP	Each	119.79	Y
247	16"	Each	234.68	Y
248	20"	Each	359.09	Y
	MJ to MJ ADAPTORS			
249	4" Sigma	Each	57.67	Y
250	6"	Each	74.16	Y
251	8"	Each	111.28	Y
252	10"	Each	156.64	Y
253	12"	Each	172.10	Y
254	16"	Each	330.50	Y
	SLEEVES MJ x 12" DUCTILE IRON BODY			
255	4" SIP	Each	25.46	Y
256	6"	Each	42.43	Y
257	8"	Each	68.76	Y
258	10"	Each	81.98	Y
259	12"	Each	110.55	Y
260	16"	Each	211.30	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SLEEVES MJ x 12" DUCTILE IRON BODY (Continued)			
261	20" SIP	Each	329.29	Y
262	24"	Each	433.71	Y
	SLEEVES MJ x 7.5" DUCTILE IRON BODY			
263	3" SIP	Each	19.25	Y
264	4"	Each	18.03	Y
265	6"	Each	32.08	Y
266	8"	Each	41.71	Y
267	10"	Each	75.25	Y
268	12"	Each	84.58	Y
269	16"	Each	197.46	Y
270	20"	Each	305.38	Y
	BELL JOINT CLAMP FOR CAST IRON LEAD JOINTS			
271	6" JCM 143	Each	105.21	Y
272	8"	Each	145.83	Y
273	10"	Each	196.88	Y
274	12"	Each	227.08	Y
275	30"	Each	1,569.79	Y
	TEE'S MJ DUCTILE BODY			
276	4" SIP	Each	37.92	Y
277	6"	Each	68.25	Y
278	8"	Each	102.08	Y
279	10"	Each	145.83	Y
280	12"	Each	203.58	Y
	MJ SWIVEL TEE'S DUCTILE BODY			
281	6" x 4" SIP	Each	78.45	Y
282	6" x 6"	Each	78.45	Y
283	8" x 4"	Each	98.29	Y
284	8" x 6"	Each	98.29	Y
285	10" x 6"	Each	124.54	Y
286	10" x 8"	Each	165.38	Y
287	12" x 6"	Each	141.46	Y
288	12" x 8"	Each	211.75	Y
	MJ REDUCER DUCTILE BODY			
289	4" x 2" SIP	Each	34.42	Y
290	4" x 3"	Each	24.79	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ REDUCER DUCTILE BODY (Continued)			
291	6" x 3" SIP	Each	32.67	Y
292	6" x 4"	Each	27.42	Y
293	8" x 4"	Each	37.63	Y
294	8" x 6"	Each	39.96	Y
295	10" x 6"	Each	51.33	Y
296	10" x 8"	Each	56.58	Y
297	12" x 6"	Each	67.96	Y
298	12" x 8"	Each	69.42	Y
299	12" x 10"	Each	77.00	Y
	FLANGE ADAPTERS (ZIP FLANGE)			
300	3" Sigma	Each	14.14	Y
301	4"	Each	18.96	Y
302	6"	Each	20.42	Y
303	8"	Each	28.36	Y
304	10"	Each	50.97	Y
305	12"	Each	59.43	Y
306	16"	Each	169.39	Y
	MJ ACCESSORY SET W/TRANSITION GASKET			
307	3" Sigma	Each	7.88	Y
308	4"	Each	10.50	Y
309	6"	Each	14.00	Y
310	8"	Each	16.05	Y
311	10"	Each	22.46	Y
312	12"	Each	23.04	Y
	MJ SOLID x SWIVEL ADAPTOR x 13"			
313	4" SIP	Each	43.75	Y
314	6"	Each	77.58	Y
315	8"	Each	99.17	Y
316	10"	Each	176.46	Y
317	12"	Each	261.63	Y
	MJ SOLID x SWIVEL ADAPTOR x 18"			
318	4" SIP	Each	NB	Y
319	6"	Each	85.46	Y
320	8"	Each	157.03	Y
321	10"	Each	NB	Y
322	12"	Each	NB	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ SOLID x SWIVEL ADAPTOR x 24"			
323	4" 4"x 13"	Each	46.50	Y
324	6" 6"x24"	Each	115.50	Y
325	8" 8"x24"	Each	192.19	Y
326	10" 10"x13"	Each	193.60	Y
327	12" 12"x13"	Each	287.05	Y
	OFFSETS MJ CAST IRON			
328	6" x 12" Sigma	Each	102.08	Y
329	6" x 18"	Each	124.83	Y
330	6" x 24"	Each	158.08	Y
331	8" x 12"	Each	145.25	Y
332	8" x 18"	Each	181.42	Y
333	8" x 24"	Each	257.83	Y
	OFFSETS MJ SWIVEL GRADELOCK			
334	6" x 6"	Each	NB	
335	6" x 12 Gradelok	Each	264.20	Y
336	6" x 24"	Each	NB	
	HYDRANT AMERICAN DARLING B-84-B / MUELLER SUPER CENTURIAN 200 W/STORZ NOZZLE SS BOLTS			
337	2-1/2' AD B-84-B	Each	NB	
338	3' AD B-84-B	Each	NB	
339	4' AD B-84-B	Each	NB	
340	5' AD B-84-B	Each	NB	
341	2-1/2' MSC 200	Each	NB	
342	3' MSC 200	Each	NB	
343	4' MSC 200	Each	NB	
344	5' MSC 200	Each	NB	
	HYDRANT EXTENSION / MUELLER IMPROVED AD B-84-B, B-62-B			
345	6" MI 5 1/4 Improved O/S <1971	Each	235.84	Y
346	12" MI 5 1/4 Improved O/S <1971	Each	286.67	Y
347	18" MI 5 1/4 Improved O/S <1971	Each	319.17	Y
348	6" AD B-84-B 5 1/4	Each	151.12	Y
349	12" AD B-84-B 5 1/4	Each	176.04	Y
350	18" AD B-84-B 5 1/4	Each	200.98	Y
351	6" AD B-62-B	Each	171.35	Y
352	12" AD B-62-B	Each	202.52	Y
353	18" AD B-62-B	Each	229.61	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SS BOLTS			
354	3/4" X 2 1/2" BOLTS SS	Each	2.75	Y
355	3/4" NUTS SS	Each	0.75	Y
356	5/8" X 3" BOLTS SS	Each	2.50	Y
357	5/8" NUTS SS	Each	0.35	Y
358	1/2" X 3" SS	Each	2.25	Y
359	1/2" NUTS SS	Each	0.25	Y
	FIRE HYDRANT F TO M REDUCER (HOSE CONNECTOR)			
360	2-1/2" x 2" Buy wholesale	Each	13.15	Y
	AUTO FLUSHER			
361	2" Kupferle Autoflush	Each	2997.18	Y
	CHECK VALVES			
362	2" SWING BRASS F X F Mueco-Norcen	Each	25.25	Y
	STAINLESS STEEL AIR RELIEVE VALVES			
363	2"	Each	NB	Y
	BARRELL LOCKS			
364	TAMPER PROOF	Each	NB	
365	TAMPER PROOF KEYS	Each	NB	
	METER WASHERS			
366	3/4" X 1/16" FIBER	Each	0.06	N
367	1" X 1/16" FIBER	Each	0.07	N
368	3/4" X 1/8" RUBBER	Each	0.19	N
369	1" X 1/8" RUBBER	Each	.24	N
370	1 1/2" DROP GASKETS RUBBER	Each	2.05	N
371	2" DROP GASKETS RUBBER	Each	2.35	N
	WILKINS ZURN BACKFLOW PREVENTER			
372	2" REDUCED PRESSURE FNPT X FNPT	Each	442.25	Y
	FIRE HOSE PIN LUG SWIVEL ADAPTER			
373	2 1/2" X 2"	Each	40.00	Y
	HYDRANT REPAIR KITS MUELLER IMPROVED (BEFORE 1972)			
374	BONNETT REPAIR KIT H361	Each	26.00	Y
375	BREAKAWAY KIT H361-00	Each	109.65	Y
376	1' RISER	Each	289.70	Y
377	2' RISER	Each	365.45	Y
378	MAIN VALVE KIT	Each	549.65	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MUELLER SUPER CENTURION 200			
379	BONNETT REPAIR KIT	Each	28.43	Y
380	BREAKAWAY KIT	Each	102.38	Y
381	1' RISER	Each	262.74	Y
382	2' RISER	Each	336.84	Y
383	MAIN VALVE KIT	Each	327.60	Y
384	HYDRANT LUBRICANT (1 Gallon)	Each	32.18	Y
385	WHITE FOOD GREASE	Each	13.65	Y
	AMERICAN DARLING B-84-B			
386	BONNETT REPAIR KIT	Each	44.69	Y
387	BREAKAWAY KIT	Each	90.60	Y
388	1' RISER	Each	174.21	Y
389	2' RISER	Each	273.54	Y
390	MAIN VALVE KIT	Each	667.70	Y
	AMERICAN DARLING B-62-B			
391	BONNETT REPAIR KIT	Each	44.69	Y
392	BREAKAWAY KIT	Each	99.95	Y
393	MAIN VALVE KIT	Each	554.21	Y
	TRUE TAPPING VALVES (FLANGE X MJ) RESILIENT SEATED OPEN LEFT			
394	4" E.J.	Each	478.45	Y
395	6"	Each	637.95	Y
396	~~9"~~ 8"	Each	983.57	Y
397	10"	Each	1175.49	Y
398	12"	Each	2272.80	Y
	GATE VALVES MJ X MJ RESILIENT SEATED (OPEN LEFT - AWWA C515)			
399	3" E.J.	Each	323.60	Y
400	4"	Each	359.55	Y
401	6"	Each	452.71	Y
402	~~9"~~ 8"	Each	728.92	Y
403	10"	Each	1136.75	Y
404	12"	Each	1438.23	Y
	GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT - AWWA C515)			
405	4" E.J.	Each	345.97	Y
406	6"	Each	462.36	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT (AWWA C515) (Continued)			
407	8" ES	Each	722.51	Y
408	10"	Each	1148.50	Y
409	12"	Each	1386.32	Y
	GATE VALVES FLANGE X FLANGE RS OL			
410	3" ES	Each	333.16	Y
411	4"	Each	375.75	Y
412	6"	Each	478.90	Y
413	8"	Each	744.78	Y
414	10"	Each	1192.32	Y
415	12"	Each	1440.00	Y
	ALL SS REPAIR CLAMP SECTION FULL CIRCLE CLAMPS			
416	30" PIPE OD 32.00 32.74 132-3200-12	Each	863.16	Y
417	20" PIPE OD 21.60 X 12" 132-2160-12	Each	465.25	Y
418	16" PIPE OD 17.40-19.19 X 12" 132-1740-12	Each	426.32	Y
419	16" PIPE OD 17.40-19.19 X 15" 132-1740-18	Each	669.42	Y
420	12" PIPE OD 13.20-14.44 X 12" 132-1320-12	Each	294.85	Y
421	12" PIPE OD 13.20-14.44 X 15" 132-1320-18	Each	501.05	Y
422	10" PIPE OD 11.10-12.22 X 12" 132-1110-12	Each	312.37	Y
423	10" PIPE OD 11.10-12.22 X 15" 132-1110-18	Each	471.14	Y
424	8" PIPE OD 9.05-9.74 X 7-1/2" 132-0905-7	Each	143.30	Y
425	8" PIPE OD 9.05-9.74 X 12" 132-0905-12	Each	222.68	Y
426	8" PIPE OD 9.05-9.74 X 15" 132-0905-15	Each	277.32	Y
427	6" PIPE OD 6.90-7.56 X 7-1/2" 132-0690-7	Each	178.87	Y
428	6" PIPE OD 6.90-7.56 X 12" 132-0690-12	Each	200.00	Y
429	6" PIPE OD 6.90-7.56 X 15" 132-0690-15	Each	245.36	Y
430	6" PIPE/STEEL (PVC) 6.30 OD 7-1/2" 131-0600-7	Each	86.60	Y
431	6" PIPE/STEEL (PVC) 6.30 OD 12" 131-0600-12	Each	143.30	Y
432	6" PIPE/STEEL (PVC) 6.30 OD 15" 131-0600-15	Each	157.71	Y
433	4" PIPE OD 4.80-5.57 X 7-1/2" 132-0480-7	Each	113.40	Y
434	4" PIPE OD 4.80-5.57 X 12" 132-0480-12	Each	187.62	Y
435	4" PIPE OD 4.80-5.57 X 15" 132-0480-15	Each	218.55	Y
436	4" STEEL (PVC) OD 4.50-5.00 X 7-1/2" 132-0450-7	Each	113.40	Y
437	4" STEEL (PVC) OD 4.50-5.00 X 12" 132-0450-12	Each	187.63	Y
438	3" STEEL (PVC) OD 4.50-5.00 X 7-1/2" 132-0450-7	Each	113.40	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	FULL IRON CLAMP FOR CAST IRON PIPE			
439	2" x 7-1/2" -	Each	NB	
440	2" x 12"	Each	NB	
	DRESSER COUPLING FOR GALVANIZED PIPE			
441	2" JCM 220 - xxx - L	Each	17.34	Y
442	1-1/2"	Each	17.25	Y
443	1"	Each	8.70	Y
444	3/4"	Each	6.19	Y
	REDI CLAMPS FOR GALVANIZED PIPE (SMITH & BLAIR 245)			
445	2" x 6" JCM 110	Each	9.20	Y
446	1-1/2" x 6"	Each	9.20	Y
447	1" x 6"	Each	8.20	Y
448	3/4" x 6"	Each	7.16	Y
449	2" x 3"	Each	5.12	Y
450	1-1/2" x 3"	Each	4.06	Y
451	1" x 3"	Each	4.06	Y
452	3/4" x 3"	Each	4.06	Y
	SMITH, BLAIR-COUPLING FOR CAST IRON PIPE 441			
453	2" OD 2.34-2.63 JCM 210	Each	23.48	Y
454	3" OD 3.80-3.96	Each	38.76	Y
455	4" OD 4.80-5.10	Each	48.98	Y
456	6" OD 6.90-7.22	Each	106.33	Y
457	8" OD 8.99-9.45	Each	83.67	Y
458	10" OD 11.10-11.60	Each	116.32	Y
459	12" OD 13.10-13.50	Each	139.80	Y
	MAXI COUPLING AC TO PVC C 900 PIPE SMITH & BLAIR			
460	4" OD 4.74-5.57 JCM 241	Each	85.20	Y
461	6" OD 6.59-7.60	Each	123.47	Y
462	8" OD 8.90-9.84	Each	154.08	Y
463	10" OD 10.70-11.38/11.4	Each	181.65	Y
464	12 OD 1310 - 1350	Each	232.65	Y
465	16" OD 242	Each	579.60	Y
466	20" OD	Each	NB	Y
	HYMAX COUPLINGS			
467	6" OD range 6.42-7.68	Each	709.53	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	HYMAX COUPLINGS (Continued)			
468	8" OD range 8.54-9.84 Hymax	Each	236.86	Y
469	10" OD range 10.96-12.2	Each	328.21	Y
470	12" OD range 13.15-14.4	Each	438.32	Y
	SMITH, BLAIR-COUPLING FOR GALVANIZED PIPE			
471	2" (411-00000263.900) JCM 210	Each	23.47	Y
472	1-1/2" (411-00019001-00) JCM 201	Each	19.39	Y
473	1 1/4"	Each	16.33	Y
	POLYETHYLENE TUBING SDR-9 (Per Linear Foot)			
474	3/4" ADS	Linear Feet	0.20	N
475	1"	Linear Feet	0.30	N
476	1-1/2"	Linear Feet	0.69	N
477	2"	Linear Feet	1.06	N
	WATER & SEWER PIPE SECTION (Per Linear Foot)			
478	3/4" PVC Pipe Sch 40 w/Bell Charlotte	Linear Feet	0.18	N
479	1" PVC Pipe Sch 40 w/Bell	Linear Feet	0.28	N
480	1 1/4" PVC Pipe Sch 40 w/Bell	Linear Feet	0.39	N
481	1 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	0.44	N
482	2" PVC Pipe Sch 40 w/Bell	Linear Feet	0.58	N
483	2" PVC Pipe Sch 26 w/Bell	Linear Feet	0.44	N
484	2 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	0.98	N
485	3" PVC Pipe Sch 40 w/Bell	Linear Feet	1.18	N
486	4" PVC Pipe Sch 40 w/Bell	Linear Feet	1.61	N
487	6" PVC Pipe SDR 26 w/Bell & Gasket JM	Linear Feet	2.62	N
488	6" PVC Pipe SDR 35 w/ Bell & Gasket Eagle	Linear Feet	2.04	N
489	8" PVC Pipe Sch 26 w/Bell & Gasket	Linear Feet	4.76	N
490	8" PVC Pipe Sch 35 w/Bell & Gasket	Linear Feet	3.58	N
491	10" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	7.45	N
492	10" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	5.61	N
493	12" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	10.67	N
494	12" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	8.05	N
495	4" PVC Pipe C-900 DR 18	Linear Feet	2.25	N
496	6" PVC Pipe C-900 DR 18	Linear Feet	4.44	N
497	8" PVC Pipe C-900 DR 18	Linear Feet	7.70	N
498	10" PVC-Pipe C-900 DR 18	Linear Feet	11.55	N
499	12" PVC-Pipe C-900 DR 18	Linear Feet	15.40	N

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	WATER & SEWER PIPE SECTION - Continued (Per Linear Foot)			
500	16" PVC Pipe C-900 DR 18 JM	Linear Feet	28.85	N
501	20" PVC-Pipe C-900 DR 18 Eagle	Linear Feet	36.34	N
502	24" PVC-Pipe C-905 DR 18	Linear Feet	64.61	N
	DUCTILE IRON PIPE (Per Linear Foot)			
503	12" McWane	Linear Feet	33.25	Y
504	10"	Linear Feet	25.85	Y
505	8"	Linear Feet	21.64	Y
506	6"	Linear Feet	16.48	Y
507	4"	Linear Feet	21.54	Y
508	3"	Linear Feet	43.75	Y
	SEWER MAIN FITTINGS			
509	8" x 6" Wye SDR 26 Plastic	Each	53.88	N
510	10" x 6" Wye SDR 26 Trends	Each	114.44	N
511	12" x 6" Wye SDR 26	Each	162.68	N
512	8" x 10" SDR 26 TEES	Each	176.35	N
513	10" x 6" SDR 26 TEES	Each	116.08	N
514	12" x 6" SDR 26 TEES	Each	152.20	N
515	6" PVC Coupling SDR 35	Each	14.34	N
516	6" PVC Coupling SDR 26	Each	34.79	N
517	8" PVC Coupling SDR 35	Each	24.36	N
518	8" PVC Coupling SDR 26	Each	42.19	N
519	10" PVC Couplings SDR 26	Each	61.96	N
520	10" PVC Couplings SDR 35	Each	54.06	N
521	12" PVC Couplings SDR 26	Each	89.94	N
522	12" PVC Couplings SDR 35	Each	78.55	N
	SHIELDED SEWER COUPLERS			
523	4" Clay to PVC Fernco	Each	22.50	N
524	4" PVC to PVC	Each	19.35	N
525	4" Concrete to PVC	Each	22.46	N
526	6" Clay to PVC	Each	38.16	N
527	6" PVC to PVC	Each	29.23	N
528	6" Concrete to PVC	Each	44.60	N
529	8" Clay to PVC	Each	43.40	N
530	8" PVC to PVC	Each	43.40	N

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SHIELDED SEWER COUPLERS (Continued)			
531	8" Concrete to PVC Fernco	Each	56.70	N
532	10" Clay to PVC	Each	56.46	N
533	10" PVC to PVC	Each	56.46	N
534	10" Concrete to PVC	Each	69.58	N
535	12" Clay to PVC	Each	69.12	N
536	12" PVC to PVC	Each	69.12	N
537	12" Concrete to PVC	Each	97.58	N
	CONRETE MANHOLES WITH BUTAMASTIC COATING			
538	3 FT Wall	Each	NB	
539	4 FT Wall	Each	NB	
540	6 FT Wall	Each	NB	
541	8 FT Wall	Each	NB	
542	10 FT Wall	Each	NB	
543	12 FT Wall	Each	NB	
	CONCRETE RISERS DONUT			
544	2" x 23-1/2" South Houston	Each	18.50	N
545	3" x 23-1/2"	Each	22.50	N
546	2" x 24"	Each	18.50	N
547	3" x 24"	Each	22.50	N
548	2" x ~~36"~~ 32"	Each	19.20	N
549	3" x ~~36"~~ 32	Each	27.50	N
550	2" Metal x32" E.J.	Each	170.38	Y
551	3" Metal x32"	Each	260.41	Y
552	4" Metal x32"	Each	446.42	Y
553	6" Metal x32"	Each	510.00	Y
554	2' Concrete x32" South Houston	Each	13.89	N
555	3" Concrete x32"	Each	24.3	N
556	4" Concrete x32"	Each	30.00	N
557	6" Concrete x32"	Each	48.00	N
	PAM REX RIM & COVER			
558	24" PAM REX	Each	689.47	Y
559	32"	Each	1328.42	Y
560	36"	Each	3508.42	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	COMPOSITE RIM & COVER			
561	24" E.J.	Each	624.94	Y
562	32"	Each	965.46	Y
563	36"	Each	1595.36	Y
	SEWER RING & COVER			
564	23-1/2" Manhole Inflow Protection	Each	NB	Y
565	35" Manhole Inflow Protection	Each	NB	Y
566	24" Manhole Inflow Protection	Each	NB	Y
567	32" Manhole Inflow Protection	Each	NB	Y
568	36" Manhole Inflow Protection	Each	NB	Y
569	16 - 1/4" Rim & Cover #V- (Or Approved Equal) Sigma-	Each	70	Y
570	23 - 1/2" Manhole Cover Only E.J.	Each	122.50	Y
571	25 - 1/4" Manhole Cover Only	Each	122.50	Y
572	25 - 1/2" Manhole Covers Only	Each	122.50	Y
	SEWER TAP SUPPLIES SECTION			
573	4" PVC Couplings Sch 40 Charlotte	Each	2.43	N
574	4" PVC Cleanout Threaded	Each	3.00	N
575	4" PVC Cleanout Caps Sch 40	Each	1.44	N
575	4" PVC 1/16 Bends Sch 40	Each	3.98	N
576	4" PVC 1/8 Bends Sch 40	Each	4.70	N
576	4" PVC 90 Bend Sch 40	Each	5.66	N
577	4" Clay to PVC Rubber Hub Fernco	Each	3.76	N
577	4" Cast Iron to PVC Rubber	Each	3.58	N
578	4" Double Sweep Sanitary Sweep Tee PVC	Each	36.34	N
578	4" Two Way Cleanout Tee PVC Charlotte	Each	12.25	N
579	4" PVC Saddle Kit Sch 40 Braxton Harris	Each	17.60	N
579	4" PVC" Y" Sch 40 Charlotte	Each	9.48	N
580	4" Caps for End of Pipe	Each	3.24	N
580	6" PVC Couplings SDR 26 Plastic	Each	34.79	N
581	6" PVC 1/16 Bends SDR 26 Trends	Each	27.95	N
581	6" PVC 1/16 Bends SDR 35	Each	11.45	N
582	6" PVC 1/8 Bends SDR 26	Each	20.50	N
582	6" PVC 1/8 Bends SDR 35	Each	11.79	N
583	6" PVC 90 Bends SDR 26	Each	21.77	N

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SEWER TAP SUPPLIES SECTION (Continued)			
584	6' PVC 90 Bends SDR 35 Plastic	Each	13.45	N
585	6" Cleanout Threaded Coupling Trends	Each	13.17	N
586	6" Cleanout Caps	Each	8.51	N
587	6" Clay to PVC Rubber Fernco	Each	8.05	N
588	6" to 4" PVC Reducers SDR 26 PTI	Each	9.71	N
589	6" PVC to Cast Iron Rubber Fernco	Each	8.14	N
590	6" x 4" Saddle PVC Sch 40 Plastic	Each	18.75	N
591	6" PVC "Y" SDR 26 Trends	Each	41.04	N
592	6" PVC "Y" SDR 35	Each	23.01	N
593	6" Caps for End of Pipe	Each	4.50	N
594	8" PVC "Y" SDR 26	Each	93.49	N
595	8' PVC "Y" SDR 35	Each	63.05	N
596	8" PVC 1/16 Bends SDR 26	Each	51.35	N
597	8" PVC 1/16 Bends SDR 35	Each	33.31	N
598	8" PVC 90 Bends SDR 26	Each	94.97	N
599	8" PVC 90 Bends SDR 35	Each	37.22	N
600	8" PVC Cleanout Tee SDR 26	Each	123.29	N
601	8" PVC Cleanout Tee SDR 35	Each	91.38	N
602	8" PVC 8" x 6" Reducer SDR 26	Each	46.75	N
603	8" PVC 8" x 6" Reducer SDR 35	Each	34.37	N
604	8" to 4" PVC Saddle SDR 26	Each	21.21	N
605	8" to 4" PVC Saddle SDR 35	Each	21.21	N
606	8" to 6" PVC Saddle SDR 26	Each	24.30	N
607	8" to 6" PVC Saddle SDR 35	Each	24.30	N
608	8" Caps for End of Pipe Sch	Each	15.50	N
609	10" 1/16 Bends SDR 26	Each	116.10	N
610	10" 1/16 Bends SDR 35	Each	91.20	N
611	10" 1/8 Bends SDR 26	Each	100.40	N
612	10" 90 Bends SDR 26	Each	178.58	N
613	10" 90 Bends SDR 35	Each	142.00	N
614	10" Cleanout Tee SDR 26	Each	311.05	N
615	10" Cleanout Tee SDR 35	Each	311.05	N
616	10" PVC 10" x 6" SDR 35 Saddle	Each	43.85	N
617	10" PVC 10" x 4" SDR 35 Saddle	Each	36.72	N

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Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SEWER TAP SUPPLIES SECTION (Continued)			
618	10" PVC 10" x 6" SDR 26 Saddle Plastic	Each	43.85	N
619	10" PVC 10" x 4" SDR 26 Saddle Trends	Each	36.72	N
620	10" Caps for End of Pipe	Each	50.50	N
621	10" PVC "Y" SDR 26	Each	286.18	N
622	10" PVC "Y" SDR 35	Each	186.17	N
623	12" 1/16 Bends PVC SDR 26	Each	147.97	N
624	12" 1/16 Bends PVC SDR 35	Each	118.93	N
625	12" 1/8 Bends PVC SDR 26	Each	155.95	N
626	12" 1/8 Bends PVC SDR 35	Each	124.44	N
627	12" 90 Bends PVC SDR 26	Each	218.59	N
628	12" 90 Bends PVC SDR 35	Each	183.77	N
629	12" x 6" PVC Saddles SDR 26	Each	51.22	N
630	12" x 6" PVC Saddles SDR 35	Each	51.22	N
636	12" x 4" PVC Saddles SDR 26	Each	45.55	N
637	12" x 4" PVC Saddles SDR 35	Each	45.55	N
638	12" Caps for End of Pipe	Each	65.92	N
639	15" Coupling 26/35	Each	186.06	N
640	15" 1/16 Bends 26/35	Each	353.38	N
641	15" 1/2 Bends 26/35 15" 1/8 Bend	Each	313.06	N
642	15" 90 Bends 26/35	Each	392.21	N
	TEST BALL PLUGS			
643	4"-6" Test Ball Plug Cherne	Each	74.82	N
644	6"-8" Test Ball Plug	Each	126.56	N
645	8"-12" Test Ball Plug	Each	258.60	N
646	10" - 16" Test Ball Plug	Each	377.35	N
647	12"- 18"Test Ball Plug	Each	730.47	N
648	15"-30" Test Ball Plug	Each	1705.26	N
649	20" - 36" Test Ball Plug	Each	2090.42	N
650	24"- 42"Test Ball Plug	Each	2090.42	N
	BYPASS PLUGS			
651	6"- 8" Bypass Plug Cherne	Each	213.28	N
652	8"- 10" Bypass Plug	Each	286.47	N
653	8"- 12" Bypass Plug	Each	486.70	N
654	12"- 18" Bypass Plug	Each	947.65	N

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MISCELLANEOUS PIPE SUPPLIES			
655	Pipe Primer (Quarts) Reitoseal	Each	5.25	N
656	Pipe Cement (Quarts)	Each	10.15	N
657	Pipe Lubricant (Quarts)	Each	4.48	N
658	Pipe Sealant (Pints)	Each	17.89	N
659	6" Source 1 Patch Kit	Each	NB	
660	8" Source 1 Patch Kit	Each	NB	
661	10" Source 1 Patch Kit	Each	NB	
662	12" Source 1 Patch Kit	Each	NB	
663	Source 1 Seal Guard	Each	NB	
	EAST JORDAN WATER MASTER 5CD250 FIRE HYDRANT W/STORZ NOZZLE - SS BOLTS			
664	2-1/2' EJWM 5CD250 E. J.	Each	1896.12	Y
665	3' EJWM 5CD250	Each	1921.74	Y
666	4' EJWM 5CD250	Each	1999.15	Y
667	5' EJWM 5CD250	Each	2074.81	Y
	OTHER CATALOG ITEMS			
Discount for miscellaneous items not listed:		_____%		

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).
Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

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. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (2%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than four percent (2%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION ..... ____%

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... ____%

THIRD ADDITIONAL YEAR (FY 2023) ESCALATION ..... ____%

FOURTH ADDITIONAL YEAR (FY 2024) ESCALATION ..... ____%

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Coburn Supply Co.

Contract #: Bid Ref. # 20-002

Description: Wholesale supplier, bidee

Primary Contact (Name): Thomas Rehy

Primary Contact Phone Numbers: Home: N/A Cell: 469-323-7162

Secondary Contact (Name): Joe Leski

Secondary Contact Phone Numbers: Home: _____ Cell: 469-739-2335

After Hours emergency opening fee, if applicable: $ N/A

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.***

1. **Delivery of Products and/or Services**

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in Appendix J, 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: This section left intentionally blank.

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. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.
Insurance coverage shall be on an "occurrence basis"

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

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim,

dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, 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.

OFFICE USE ONLY

Date Received

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

N/A

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

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

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

_____
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

_____ _____
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2020-576744

Date Filed:
01/13/2020

Date Acknowledged:

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

Coburn Supply Company, Inc.
Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-20-006;
BID # 20-002 Municipal Utilities Pipes, Parts, and Fitting Materials:

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. [X]

6 UNSWORN DECLARATION

My name is Thomas Rehg, and my date of birth is 3/9/1987.

My address is 5915 Broadway Ave J (street), Galveston (city), TX (state), 77551 (zip code), U.S. (country).

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

Executed in Galveston County, State of Texas, on the 13 day of January (month), 2020 (year).

Thomas Rehg

Signature of authorized agent of contracting business entity
(Declarant)

CONTRACT FOR SUPPLY OF COMMODITIES
Municipal Utilities Pipes, Parts, and Fitting Materials

This Contract (the "Contract") is made and entered into this _____ day of January, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and ACT Pipe and Supply Co., a company, located at 6950 W Sam Houston Pkwy N., Houston, TX, 77041. 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 supplies in connection with Municipal Utilities Pipes, Parts, and Fitting Materials, within the City of Galveston ("City") and ACT Pipe and Supply Co. ("Company") desires to provide such commodities; 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:

Municipal Utilities Pipes, Parts, and Fitting Materials

Response to Bid 20-002

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work**"**) to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates the 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 for (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any extension. No option to extend will be considered without the availability of funds, or if the contractor's past performance is not up to industry standard.

6. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, and if necessary installed, by Company at the request of City in accordance with the schedules/timetables described in greater detail in the attached 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 6950 W Sam Houston Pkwy N., Houston, TX, 77041. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

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

$2,000,000 general liability (includes products and personal, etc.)
$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

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

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

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

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

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

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

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

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

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

20. 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.

21. 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.

22. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Municipal Utilities Pipes, Parts, and Fitting Materials 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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	ACT Pipe And Supply Co. 6950 W. Sam Houston Pkwy N Houston, Texas, 77041

[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

By: _____
Brian Maxwell, City Manager

ACT PIPE AND SUPPLY CO.

By: Rebecca S. Martin
Rebecca S. Martin, Principal

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, ACT PIPE AND SUPPLY CO., ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
Harris **COUNTY** §
§

On this day, BEFORE ME, the undersigned, personally appeared Rebecca Martin **of ACT Pipe and Supply,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of January, 2022

TRACY ALAMOS
My Notary ID # 132259759
Expires November 20, 2023

Notary Public in and for
The State of Texas

City of Galveston

INVITATION TO BID

Bid Reference Number: 20-002

Project Title: Municipal Utilities Pipes, Parts, and Fitting Materials

Bid Closing Date: 10:00 A.M.(CST), Thursday, December 19, 2019

One (1) Original and one (1) copies and one media source required.
No bids submitted after the above deadline will be accepted.

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

TABLE OF CONTENTS

Table of Contents ..... Pages 1 & 2

Invitation to Bid
(1) Introduction ..... Page 3
(2) Contact Information ..... Page 4
(3) General Information ..... Page 4
(4) ITB Withdrawals and / or Amendments ..... Page 4
(5) Estimated Quantities ..... Page 4
(6) Bid Submittal Requirements ..... Page 5
(7) Bid Evaluation and Contract Award ..... Page 6
(8) Declaration of Policy ..... Page 8

Appendix A – Bid
(-) Label Format for Submittal Packet's Sealed Envelope ..... Page 9

I. Required Bid Information:
(1) Proposed Products and / or Services ..... Page 10
(2) Cost of Proposed Products and Services ..... Page 10
(3) Bidder's Experience / Staff ..... Page 10
(4) References ..... Page 11
(5) Trade Secrets and / or Confidential Information ..... Page 12
(6) Federal, State and / or Local Identification Information ..... Page 12
(7) Cooperative Governmental Purchasing Notice ..... Page 12
(8) Term of Contract and Option to Extend ..... Page 12
(9) Emergency Business Services Contact Notice ..... Page 13

II. Contract Terms and Conditions:
(1) Delivery of Products and Services ..... Page 14
(2) Miscellaneous ..... Page 16
(3) Financial Responsibility Provisions ..... Page 17

Appendix B – Conflict of Interest Form ..... Page 19
Appendix C – House Bill 89 Verification Form ..... Page 21
Appendix D – Property Tax Statement ..... Page 22
Appendix E – Nepotism Statement ..... Page 23
Appendix F – Non-Collusion Statement ..... Page 24
Appendix G – Document 000435 ..... Page 25
Appendix H – No Intent to Submit Form ..... Page 26
Appendix I – ACH Form (this form is optional) ..... Page 27 & 28

Appendix J – Scope of Services

(1) Project Title ..... Page 29
(2) Scope of Services Contact ..... Page 29
(3) Special Conditions ..... Page 29
(4) Brand Manufacture Reference ..... Page 42
(5) Key Events Schedule ..... Page 42
(6) Scope of Services ..... Page 43

Galveston, Texas

Invitation to Bid

0. Introduction

A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the bid packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

1. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

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

Email Address: purchasing@galvestontx.gov

2. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

3. ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.

B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

4. Estimated Quantities

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

5. Bid Submittal Requirements

A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page _9_ (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Work. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "Bid 20-002 Municipal Utilities Pipes Parts and Fitting Materials." The question deadline will be addressed in Appendix J-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Work.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

6. Bid Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids based on the lowest bid price. Vendors shall not contact any City of Galveston personnel during the bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. City reserves the right to determine which Bid is the lowest and responsible, per Texas Local Government Code § 252.043(a). The City Council shall be the sole judge in determining award.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
   a. Name, address and telephone number of the protestor.
   b. Identification of the solicitation or contract number and time.
   c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
   d. Identification of the issue(s) to be resolved and statement of what relief is requested.
   e. Arguments and authorities in support of the protest.
   f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

ii) The successful bidder violates any of the provisions of these specifications; or

iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or

iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any

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.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- [x] Appendix B – Conflict of Interest
- [x] Appendix C – House Bill 89 Verification
- [x] Appendix D – Property Tax Statement
- [x] Appendix E – Nepotism Statement
- [x] Appendix F – Non-Collusion Statement
- [x] Appendix G – Certification Regarding Debarment

✓ **Appendix J (pages_28_ and all required documents) 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:	**20-002**
Project Title:	**Municipal Utilities Pipes, Parts, and Fitting Materials**
Submittal Deadline:	**10:00 A.M.(CST), Thursday, December 19, 2019**

Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553

Bidder Information:

Bidder's Legal Name:	ACT Pipe & Supply Co.		
Address:	6950 W. Sam Houston Pkwy N		
City, State & Zip	Houston Tx. 77041		
Federal Employers Identification Number #	74-1872912		
Phone Number:	713-937-0600	**Fax Number:**	713-896-9812
E-Mail Address:	RMARtin@ACTPipe.Com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Rebecca S. MARtin - Municipal SALES

Signature of Authorized Representative: Rebecca S Martin

Signed this 19 (day) of December (month) 2019 (year)

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: If applicable, Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format, unless price sheet is made available in Appendix J:

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

3. Bidder's Experience / Staff

A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 43; and the number of employees: 2001.

D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: City of Pasadena	
Contact Name: Dennis Clark	Contact Title: Warehouse Supervisor
Phone: 713-475-4803	Email: DCClark@CIPasadena.tx.us
Date and Scope of Work Provided: Current Brass Annual Bid	

Reference #2:

Client / Company Name: City of Sugar Land	
Contact Name: Joe Reyes	Contact Title: Field Op Manager
Phone: 281-275-2467	Email: jreyesugarlandtx.gov
Date and Scope of Work Provided: Current Brass Annual Bid	

Reference #3:

Client / Company Name: City of Jacinto City	
Contact Name: Kyle Reed	Contact Title: PW Director
Phone: 713-453-7411	Email: KReed-jcpw@sbcglobal.net
Date and Scope of Work Provided: Current - All Material For W&S	

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**

Centralized Master Bidders List registration number: _____.

Prime contractor HUB / MWBE registration number: _____.

An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: #_____-_____-_____.

Fed. Tx ID# 74-1872912

Dun and Bradstreet Number - Data Universal Numbering System (DUNS): _____.

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.

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 **[✓] No, Only the City can purchase.**

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

Any contract resulting from this ITB shall be effective for one (1) year from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to **four (4) additional years**, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past

performance is not within the industry standard.

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

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

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (2%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than four percent (2%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION ..... 2 %

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... / %

THIRD ADDITIONAL YEAR (FY 2023) ESCALATION ..... 2 %

FOURTH ADDITIONAL YEAR (FY 2024) ESCALATION ..... / %

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Act Pipe + Supply

Contract #: 832-647-0853

Description: After hours

Primary Contact (Name): Rebecca S. Martin

Primary Contact Phone Numbers: Home: 281-291-9558 Cell: 832-647-0853

Secondary Contact (Name): Javier Moyola

Secondary Contact Phone Numbers: Home: 281-840-9936 Cell: 281-840-9936

After Hours emergency opening fee, if applicable: $ 100.00 / or -0-

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:***

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in Appendix J, 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: This section left intentionally blank.

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. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.
Insurance coverage shall be on an "occurrence basis"

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

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim,

dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, 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.

OFFICE USE ONLY

Date Received

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

None

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.

None

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

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Rebecca Martin (Person name), the undersigned representative of (Company or Businsess Name) Act Pipe & Supply (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.**

12/16/2019
DATE

Rebecca S Martin
SIGNATURE OF COMPANY REPRESENTATIVE
Rebecca S. Martin 12/16/19

STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Rebecca Martin **the** Representative **of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 **day of** December **201**9

[SEAL] NOTARY PUBLIC STATE OF TEXAS
EMILY R. MEDRANO
My Notary ID # 129723496
Expires July 25, 2022

Emily Medra
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

_____

_____

Rebecca S. Martin
Bidder's Printed or Typed Name

Rebecca S Martin
Bidder's Signature

12-19-2019
Date

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

Appendix E – Nepotism Statement

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

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

If the Bidder or Proposer is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

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

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

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

Appendix F – Non-Collusion Statement

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

VENDOR ACT Pipe & Supply

ADDRESS 6950 W. Sam Houston Pky N.
Houston, Tx. 77041

PHONE 713-937-0600

FAX 713-896-9812

BIDDER (SIGNATURE) Rebecca S. Martin

BIDDER (PRINTED NAME) REBECCA S. MARTIN

POSITION WITH COMPANY Municipal Sales

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID Rebecca S. Martin

COMPANY OFFICIAL (PRINTED NAME) REBECCA S. MARTIN

OFFICIAL POSITION Municipal Sales

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

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEB.ARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Rebecca S. Martin
(Printed or typed Name of Signatory)

Rebecca S Martin
(Signature)

12-19-2019
(Date)

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

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED 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 <u>not</u> 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 be competitive
- ☐ Cannot meet specifications highlighted in the attached request
- ☐ Job too large
- ☐ Do not wish to do business with the City of Galveston
- ☐ Cannot submit electronically
- ☐ Cannot provide Insurance required
- ☐ Cannot provide Bonding required
- ☐ Cannot comply with Indemnification requirement
- ☐ Job too small
- ☐ Other: _____

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (_____) _____

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

Appendix I – ACH Form

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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

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 Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Authorized Signature: _____

Printed Name: _____ Title:

Contact Phone Number: _____ Date:

FOR CITY USE ONLY: We will provide upon award.

Verified by: _____ Date Verified: _____

Appendix J – Scope of Work

1. **Project Title: Municipal Utilities Pipes Parts and Fitting Materials**

2. **Scope of Work Contact**

   Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

   There are no bonding requirements for this solicitation.

   The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID #20-002
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.

REBECCA S. MARTIN
(printed name of signatory)

Rebecca S. Martin 12-19-2019
(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.

REBECCA S. MARTIN
(printed name of signatory)

Rebecca S. Martin 12-19-2019
(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."

REBECCA S. MARTIN

(printed name of signatory)

Rebecca S Martin 12-19-2019

(signature and date)

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

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

REBECCA S. MARTIN — Rebecca S Martin 12-19-2019

(printed name of signatory) (signature and date)

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

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Rebecca S. Martin
(printed name of signatory)

Rebecca S Martin 12-19-2019
(signature and date)

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

REBECCA S. MARTIN
(printed name of signatory)

Rebecca S Martin 12-19-2019
(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, ACT Pipe & Supply, 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 19 day of December, 2019

By Rebecca S Martin
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Rebecca S Martin
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Municipal Sales
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.

REBECCA S. MARTIN
(printed name of signatory)

Rebecca S Martin 12-19-2019
(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.

REBECCA S. MARTIN
(printed name of signatory)

Rebecca S. Martin 12-19-2019
(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.

REBECCA S. MARTIN

(printed name of signatory)

Rebecca S Martin 12-19-2019

(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.

REBECCA S. MARTIN

(printed name of signatory)

Rebecca S Martin 12-19-2019

(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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

REBECCA S. MARTIN

(printed name of signatory)

Rebecca S. Martin 12-19-2019

(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. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

5. **Key Events Schedule**

Bid Release Date	November 18, 2019
Deadline for Submittal of Written Questions	December 6, 2019 @ 2:00pm CST
Sealed Bids Due to and Opened by City	December 19, 2019 @ 10:00am CST
Anticipated Committee Evaluation Review Date	December 2020
Anticipated Award Date	January 2020

[PLEASE SEE FOLLOWING SCOPE OF SERVICES]

6. Scope of Services

I. PURPOSE AND OBJECTIVES

It is the intent of the City of Galveston to qualify one (1) or more vendors to furnish and deliver water pipes, parts, and fitting materials for the Public Works Municipal Utilities Division. Vendors are requested to submit a bid that meets all requirements contained herein. Bids submitted shall be complete and include all costs associated with the bid including delivery and materials.

I. SUPPLIER REQUIREMENTS:

- The vendor shall be responsible for making any claims against carriers for missing or damaged items.
- The vendor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the City.

II. MINIMUM QUALIFICATIONS:

- Normal stock orders shall be delivered to the City within 5 working days.
- Delivery of emergency orders, vendor-stocked parts shall be made within 4 hours.
- Special Ordered goods shall be delivered within 10 working days, unless otherwise agreed upon between City personnel the vendor

III. TECHNICAL SPECIFICATIONS

- All items shall be of new manufacture, of most recent design, and contain all current modifications. Unless otherwise agreed open between City personnel and the Vendor.
- Goods shall meet or exceed the quality of the part furnished on the original price of equipment (OEM). However, if the original manufacturer has updated the quality of the parts for the current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item(s) and/or termination of the contract.

IV. BRAND REQUIREMENTS

- Exceptions to, or deviations from, a particular manufacturer's brand in specifications will be evaluated and considered by the City so long as those deviations are cross referenced and fully explained with regard to their equality with acceptable brands. The determination as to whether any alternate product or service is, or is not, equal shall be made by the City and such determination shall be final and binding upon all bidders.

V. ALTERNATIVE SOURCE

- The City reserves the right to order an item from another vendor selling the same item in the event the successful bidder is unable to supply the necessary goods when needed. The next time the part is required; the original successful bidder will be contacted. Recurring instances of stock-out may be cause for cancellation of all or part of any contract that is the result of this contract.

VI. PRICING ADJUSTMENTS

- Bidders are instructed to bid the unit price on the item(s) specified, and/or percentage discount for catalog items. Prices for all goods shall be firm for the one-year period and shall be stated on the Price Sheet. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored.

- Pricing and discounts submitted are <u>firm</u> for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph.

- During the term of the awarded contract, the contract price may be adjusted as follows. Provided, however, the Index-Based Adjustments provision is the default adjustment provision. The adjustment provisions are not cumulative. The price adjustments below are subject to the change order limitations in Loc. Gov. Code § 252.048, as well as to the availability of appropriated funds.

  1. <u>Cost-Based Adjustments due to Tariffs</u>: It is understood and recognized that certain markets providing essential materials for municipal utilities pipes, parts, and fittings are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of the awarded contract that may impact price, availability, and delivery time frames ("Potentially Time and Price-Impacted Material(s)"). These fluctuations are due changes in tariffs established by the federal government, which may result in increases or decreases of contract pricing. It is intended that the awarded contract will provide for a fair allocation of the risk of such market conditions between the City and the successful bidder, which will apply only to the Potentially Time and Price-Impacted Materials(s) which are noted as such on the Pricing Form made part of this ITB.

     a. Baseline Price. The Unit Prices on the submitted Pricing Form will be considered the market prices as of the date of the awarded contract ("Baseline Price(s)").

     b. Adjustment in Baseline Price. If during the term of the awarded contract a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either party may notify the other in writing within thirty (30) days from the date the basis for an equitable adjustment to the contract price arises and will provide appropriate documentation substantiating such requested adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted

Material: (1) will not include any amount for overhead and profit; and (2) will factor in Adjusted Baseline Price(s).

i. In the event of a decrease in the Baseline Price, the contract price will be equitably adjusted to reflect such decrease, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.

ii. In the event of an increase in the Baseline Price, the contract price will be equitably adjusted to reflect such increase, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.

iii. No adjustment will be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the awarded contract prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of the successful bidder, its subcontractors, and material suppliers.

[PLEASE SEE FOLLOWING PRICE SHEET]

Date: 12/10/2019

To: Prospective Bidders

Subject: Addendum No. 1
Answers to Questions

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/18/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Line #361 - 2" Auto Flusher, is there any more description available?

Please see attachment.

Line #554-557 under Concrete Riser Donuts, can you provide the size of ring.23-1/2" / 24" / 36"???

Yes, please include all of this size.

Line #550-563 Still under Concrete riser Donuts, 2"/3"/4"/6" METAL RINGS...Can you provide the size of ring.23-1/2 / 24"/ 36"???

Yes, you have the right concrete donuts sizes and metal riser rings that is the correct sizes also.

What does PTPIM mean?

Please review Appendix J, Scope of Services, Cost-Based Adjustments due to Tariffs: "Potentially Time and Price-Impacted Materials(s)".

What type of pipe will these go on? Steel, PVC, Copper, Other?

Steel, PVC, HDPE AC

Do you want Carbon Steel Construction?

Yes.

Do you want that with an Epoxy Coat?

Yes

Do you need these in 304 Stainless steel?

Yes.

Is Buna-N Gasket ok for all sizes?

Yes, all of this answer refer to Tapping Saddles.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Rebecca S Martin 12-19-2019

Authorized Signature **Date**

REBECCA S. MARTIN ACT Pipe & Supply

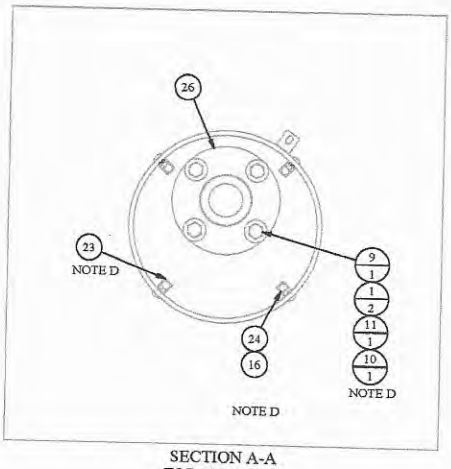
Printed Name **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

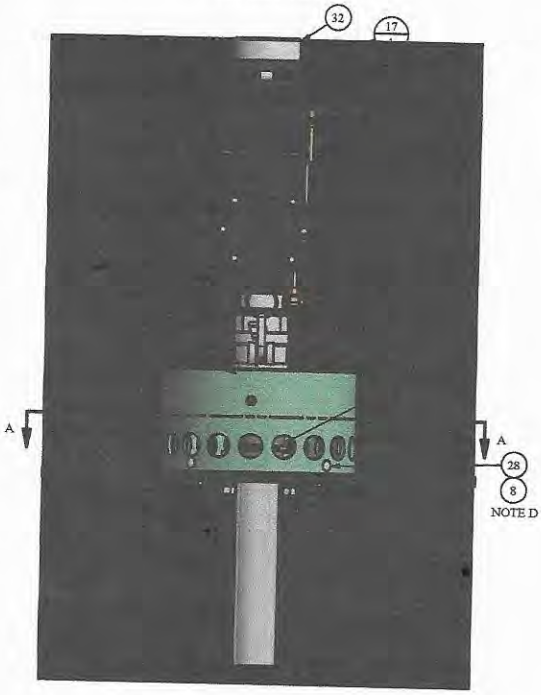
PATENTED 9400WC CUT SHEET

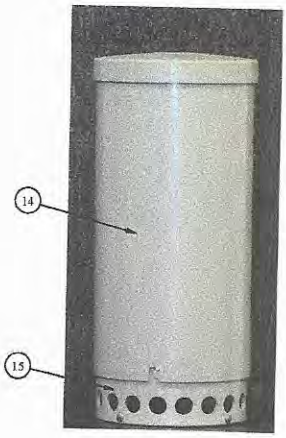
PARTS LIST

ITEM	QTY	PART NUMBER	DESCRIPTION	NOTES
1	8	1/2WSS	1/2" S.S. FLAT WASHER	
2	1	1/4 X 1/8SHB	1/4" x 1/8" S.S. HEX BUSHING	
3	1	2PVCC	2" SCH. 80 PVC COUPLING	
4	1	2QD-DSS	2" S.S. "D" QUICK DISCONNECT	
5	1	2QD-FSS	2" S.S. "F" QUICK DISCONNECT	
6	1	2SSCN	2" S.S. CLOSE NIPPLE	
7	1.19	2SSP	2" S.S. PIPE	
8	8	345-N-9400	1/4" S.S. NUT	
9	4	628A-B-SS	S.S. FLANGE BOLT	
10	4	629A-N-SS	S.S. FLANGE NUT	
11	4	7629	S.S. FLANGE LOCK WASHER	
12	1.33	88-7	1/4" COPPER TUBING	
13	1	9402WC	PLATFORM FOR 9400WC	C
14	1	9403	COVER FOR 9400	C
15	4	9404	BASE FOR 9400	C
16	4	9419	S.S. WASHER FOR MOUNTING BRACKET TO PLATFORM	
17	1	9431	CONTROLLER COVER (BOTTOM)	A,C
18	1	9432	VALVE COVER	A,C
19	1	9433	SOLENOID COVER	A,C
20	1	9434	CONTROLLER COVER (TOP)	A,C
21	1	9435	SAMPLING POINT COVER	C
22	1	9436	CONTROLLER WASHER	
23	4	9437	S.S. L BRACKET	
24	4	9438	S.S. BOLT FOR MOUNTING BRACKET TO PLATFORM	
25	1	9439	WATER DIVERTER	
26	1	9440	2" SCH. 80 PVC THREADED FLANGE	
27	1	9442	2" S.S. NIPPLE	
28	4	9470	S.S. BOLT FOR BASE TO MOUNTING BRACKET	
29	3	9471	SCREW FOR PLASTIC CAP	
30	1	9477	S.S. HOSE CLAMP FOR CONTROLLER	C
31	1	9515	2" ICV VALVE	C
32	1	9517	VALVE CONTROLLER	
33	2	9518	9 VOLT BATTERY	A
34	1	9824	90° BRASS NEEDLE VALVE	
35	1	HV458200	SOLENOID	
OPTIONS / REPAIR PARTS LIST				
36	0	9469	DE-CHLORINATION BASKET	C
37	0	9516	2" PGV VALVE	C
ICV PARTS LIST (6 BOLTS)				
*		HV365400	9515 VALVE SPRING	A,C
*		HV365500	9515 VALVE BODY	A,C
*		HV365900	9515 DIAPHRAGM SUPPORT	A,C
*		HV366700	9515 BONNET BOLT	A,C
*		HV371600	9515 E-CLIP RETAINER	A,C
*		HV374500	9515 DIAPHRAGM ASSEMBLY	A,C
*		HV380600	9515 BONNENT	A,C
*		HV560800	9515 FLOW CONTROL ASSEMBLY	A,C
*		HV561200	9515 FLOW CONTROL KNOB	A,C
*		HV561500	9515/9516 BLEED SCREW	A,C
PGV PARTS LIST (12 BOLTS)				
*		HV412700	9516 FLOW CONTROL HANDLE	A,C
*		HV414200	9516 VALVE SPRING	A,C
*		HV414600	9516 FLOW CONTROL ASSEMBLY	A,C
*		HV414800	9516 DIAPHRAGM SUPPORT	A,C
*		HV415400	VALVE PLUG O-RING	A,C
*		HV415500	9516 BONNENT	A,C
*		HV415600	9516 DIAPHRAGM ASSEMBLY	A,C
*		HV419300	BODY PLUG	A,C
*		HV433300	9516 VALVE BODY	A,C
*		HV472800	9516 BONNENT SCREW	A,C

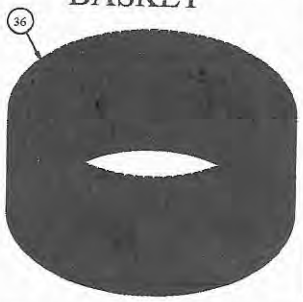


SECTION A-A
TOP CUT VIEW

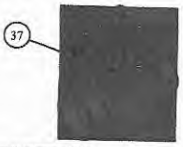




9469 DECHLORE BASKET



9516 PGV VALVE



X9400WC-UP ASSEMBLY

REPAIR KITS

PART NUMBER	DESCRIPTION	PARTS INCLUDED
X9400WC-SAMPLING	9400WC SAMPLING POINT COMPLETE	1/4 x 1/8SHB BUSHING (1), 9824 NEEDLE VALVE (1), 88-7 TUBING (1.33), 9435 SAMPLING POINT COVER (1)
X9400WC-UP	9400WC UPPER ASSEMBLY	9517 CONTROLLER (1), 9518 BATTERY (2), 9434 CONTROLLER COVER (TOP) (1), 9431 CONTROLLER COVER (BOTTOM) (1), 9477 CLAMP (1), 9436 WASHER (1), 9471 SCREW (3), 9439 DIVERTER (1), 1/4 x 1/8SHB BUSHING (1), 9824 NEEDLE VALVE (1), 88-7 TUBING (1.33), 9435 SAMPLING POINT COVER (1), 9515 2" ICV VALVE (1), 9432 VALVE COVER (1), 9442 NIPPLE (1), 2QD-DS8 DISCONNECT (1), 9433 SOLENOID COVER (1). 2SSCN 2" NIPPLE (1)
X9517	CONTROLLER WITH BATTERIES (WARM CLIMATES)	9517 CONTROLLER (1), 9518 BATTERY (2), 9434 COVER (TOP) (1), HV458200 SOLENOID (1)
OPTIONAL REPAIR KITS		
X380600	9515 BONNET COMPLETE	HV380600 BONNET (1), HV561200 KNOB (1), HV561500 BLEED SCREW (1), HV371600 E-CLIP (1), HV560800 FLOW CONTROL (1)

NOTE	DESCRIPTION
A	NOT SHOWN
C	SOLD AS REPLACMENT PART
D	BOLT ASSEMBLY USED ON ALL SIMILAR HOLES/BRACKETS

DISCLAIMER
THIS DRAWING IS THE PROPERTY OF THE KUPFERLE FOUNDARY COMPANY. IT IS NOT TO BE USED OR DUPLICATED WITHOUT THE PERMISSION OF THE OWNER.

LEGEND

(X) → STANDARD TAG

(X/Y) → TAG WITH Y QUANTITY

DRAWN SMS	10/25/2017	
CHECKED DCL	7/31/2018	
MODIFIED		
SIZE C	SCALE 1/5	
DWG NO #9400WC Cut_Rev0	SHEET 1 OF 1	REV 0

CITY OF GALVESTON PUBLIC WORKS DEPARTMENT
BID 20-002 MUNICIPAL UTILITIES PIPE, PARTS AND FITTING MATERIALS

PRICE SHEET

BIDDER: ACT PIPE & SUPPLY CO - HOUSTON, TX.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	TAPPING SADDLES: OD RANGE 2.38 TO 2.50			
1	2" X 1"	Each	23.40	y
2	2" X 3/4"	Each	23.40	y
	TAPPING SADDLES: OD RANGE 3.46 TO 3.96			
3	3" x 3/4"	Each	24.35	y
4	3" x 1"	Each	24.35	y
5	4" x 2"	Each	29.50	y
6	4" x 1-1/2"	Each	29.50	y
7	4" X 1"	Each	23.40	y
8	4" X 3/4"	Each	23.40	y
	TAPPING SADDLES / SLEEVES : OD RANGE 6.90 TO 7.56			
9	6" X 4"	Each	115.10	y
10	6" X 2"	Each	32.20	y
11	6" X 1-1/2"	Each	32.00	y
12	6" X 1"	Each	27.50	y
13	6" X 3/4"	Each	27.50	y
	TAPPING SADDLES / SLEEVES : ODO RANGE 9.05 TO 9.74			
14	8" X 6"	Each	509.25	y
15	8" X 4"	Each	147.00	y
16	8" X 2"	Each	38.75	y
17	8" X 1-1/2"	Each	38.75	y
18	8" X 1"	Each	32.65	y
19	8" X 3/4"	Each	32.65	y
	TAPPING SADDLES / SLEEVES: OD RANGE 11.10 TO 12.12			
20	10" X 8"	Each	716.40	y
21	10" X 6"	Each	589.60	y
22	10" X 4"	Each	544.55	y
23	10" X 2"	Each	43.55	y
24	10" X 1-1/2"	Each	43.55	y
25	10" X 1"	Each	35.65	y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	TAPPING SADDLES / SLEEVES : OD RANGE 13.20 TO 14.38			
26	10" X 3/4"	Each	36.65	Y
27	12" X 10"	Each	1073.00	Y
28	12" X 8"	Each	854.40	Y
29	12" X 6"	Each	673.80	Y
30	12" X 4"	Each	607.75	Y
31	12" X 2"	Each	51.95	Y
32	12" X 1-1/2"	Each	50.60	Y
33	12" X 1"	Each	41.25	Y
34	12" X 3/4"	Each	41.25	Y
	TAPPING SADDLES / SLEEVES : OD RANGE 17.40 TO 17.94			
35	16" X 2"	Each	115.30	Y
36	16" X 1-1/2"	Each	115.30	Y
37	16" X 1"	Each	108.00	Y
38	20" X 2"	Each	168.00	Y
39	20" X 1-1/2"	Each	168.00	Y
40	20" X 1"	Each	160.45	Y
	PVC METER BOX W/READER LID			
41	D-1200	Each	14.75	Y
42	D-1500	Each	27.35	Y
43	DFW 37C-12-AF3M (Single)	Each	83.25	Y
44	DFW 38C-14-AF3M (Dual)	Each	117.30	Y
45	DFW A4C-12-AF3M (Jumbo)	Each	182.00	Y
	BROOKS PRODUCTS			
46	CEMENT METERBOX COVER W/ CI READER LID	Each	28.00	Y
47	CONCRETE DUAL METER BOX COMPETE	Each	48.80	Y
	CONCRETE METER BOXES COMPLETE			
48	36H	Each	49.45	Y
49	37H	Each	53.30	Y
50	65H	Each	83.10	Y
	CURBSTOP FIP X FIP			
51	3/4"	Each	24.35	Y
52	1"	Each	60.45	Y
53	1-1/2"	Each	112.95	Y
54	2"	Each	202.50	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	CURBSTOP FEMALE IP X PACK JOINT			
55	3/4"	Each	29.00	Y
56	1"	Each	67.40	Y
57	1-1/2"	Each	145.90	Y
58	2"	Each	202.50	Y
	CORP STOPS C.C. X P. JOINT			
59	3/4"	Each	24.40	Y
60	1"	Each	36.90	Y
61	1-1/2"	Each	106.35	Y
62	2"	Each	175.95	Y
	COUPLINGS P. JOINT X P. JOINT			
63	3/4"	Each	13.65	Y
64	1"	Each	15.60	Y
65	1-1/4"	Each	26.90	Y
66	1-1/2"	Each	52.10	Y
67	2"	Each	70.35	Y
	BRASS ADAPTERS FEMALE IRON PIPE X PACK JOINT			
68	3/4"	Each	11.75	Y
69	1"	Each	15.95	Y
70	1-1/2:	Each	46.40	Y
71	2"	Each	55.25	Y
	BRASS ADAPTERS MALE IRON PIPE X PACK JOINT			
72	3/4"	Each	11.20	Y
73	1"	Each	13.25	Y
74	1-1/2:	Each	36.30	Y
75	2"	Each	52.85	Y
	FLARE X P JOINT ADAPTORS			
76	3/4"	Each	16.75	Y
77	1"	Each	27.10	Y
78	1-1/2:	Each	57.75	Y
79	2"	Each	89.90	Y
	PVC COMP. COUPLING			
80	3/4"	Each	3.15	Y
81	1"	Each	4.20	Y
82	1-1/4"	Each	6.25	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	PVC COMP. COUPLING (Continued)			
83	1-1/2:	Each	6.75	Y
84	2"	Each	8.85	Y
85	2-1/2"	Each	16.85	Y
	BRASS BUSHINGS			
86	3/4" x 1/2"	Each	1.65	Y
87	1" x 3/4"	Each	2.50	Y
88	1-1/2" x 3/4"	Each	6.65	Y
89	1-1/2" x 1"	Each	5.45	Y
90	2" x 3/4"	Each	9.65	Y
91	2" x 1"	Each	9.65	Y
92	2" x 1-1/2"	Each	8.00	Y
	BRASS TEE'S			
93	2" x 2" x 2"	Each	21.25	Y
94	1" x 1" x 1"	Each	6.70	Y
95	1-1/2" x 1-1/2" x 1-1/2"	Each	12.95	Y
96	3/4" x 3/4" x 3/4"	Each	3.80	Y
97	1" x 3/4" x 3/4"	Each	9.00	Y
98	3/4" x 3/4" x 1"	Each	9.00	Y
	BRASS ELBOW'S			
99	3/4" x 3/4"	Each	3.10	Y
100	1" x 1"	Each	4.75	Y
101	1-1/2" x 1-1/2"	Each	9.40	Y
102	2" x 2"	Each	15.30	Y
103	2" x 3/4"	Each	21.45	Y
104	2" x 1"	Each	21.45	Y
105	2" x 1-1/2"	Each	21.45	Y
106	1-1/2" X 3/4"	Each	11.65	Y
107	1-1/2" X 1"	Each	11.65	Y
108	1" X 3/4"	Each	RM 5.90	Y
	BRASS BELL REDUCERS			
109	2" X 1-1/2"	Each	15.05	Y
110	2" X 1"	Each	16.95	Y
111	2" X 3/4"	Each	16.95	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	BRASS BELL REDUCERS (Continued)			
112	1-1/2" X 1"	Each	10.15	Y
113	1-1/2" X 3/4"	Each	11.40	Y
114	1" X 3/4"	Each	5.00	Y
115	2" X 1-1/4"	Each	15.05	Y
116	1-1/4" X 1"	Each	8.05	Y
117	1-1/4" X 3/4"	Each	8.05	Y
	BRASS FITTINGS NIPPLES			
118	1/2" X CLOSE	Each	.95	Y
119	1/2" X 1-1/2"	Each	1.10	Y
120	1/2" X 2"	Each	1.25	Y
121	1/2" X 3"	Each	1.75	Y
122	1/2" X 4"	Each	2.30	Y
123	1/2" X 5"	Each	2.75	Y
124	1/2" X 6"	Each	3.35	Y
125	3/4" X CLOSE	Each	1.35	Y
126	3/4" X 1-1/2"	Each	1.45	Y
127	3/4" X 2"	Each	1.70	Y
128	3/4" X 3"	Each	2.25	Y
129	3/4" X 4"	Each	2.90	Y
130	3/4" X 5"	Each	3.50	Y
131	3/4" X 6"	Each	4.25	Y
132	1" X CLOSE	Each	1.95	Y
133	1" X 1-1/2"	Each	2.45	Y
134	1" X 2"	Each	2.40	Y
135	1" X 3"	Each	3.25	Y
136	1" X 4"	Each	4.25	Y
137	1" X 5"	Each	5.20	Y
138	1" X 6"	Each	6.25	Y
139	1-1/2" X CLOSE	Each	3.85	Y
140	1-1/2" X 1-1/2"	Each	4.15	Y
141	1-1/2" X 2"	Each	4.15	Y
142	1-1/2" X 3"	Each	5.70	Y
143	1-1/2" X 4"	Each	7.50	Y
144	1-1/2" X 5"	Each	9.20	Y
145	1-1/2" X 6"	Each	10.95	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	BRASS FITTINGS NIPPLES (Continued)			
146	2" X CLOSE	Each	5.85	Y
147	2" X 1-1/2"	Each	5.85	Y
148	2" X 2"	Each	5.85	Y
149	2" X 3"	Each	7.30	Y
150	2" X 4"	Each	9.55	Y
151	2" X 5"	Each	11.80	Y
152	2" X 6"	Each	14.05	Y
	BRASS COUPLING			
153	3/4"	Each	2.50	Y
154	1"	Each	3.80	Y
155	1-1/2:	Each	8.05	Y
156	2"	Each	13.70	Y
	METER COUPLING			
157	3/4" X 2"	Each	4.40	Y
158	3/4" X 2-1/2"	Each	4.40	Y
159	1" X 2-5/8"	Each	6.05	Y
	OVAL DUAL METER FLANGE KITS			
160	1-1/2" FLANGE KITS BRASS	Each	51.65	Y
161	2" FLANGE KITS BRASS	Each	53.85	Y
	GALVANIZED NIPPLES			
162	2" x ALL THREAD	Each	1.90	Y
163	2' X 3"	Each	2.10	Y
164	3" x ALL THREAD	Each	6.70	Y
165	3" X 2"	Each	8.80	Y
	GALVANIZED THREAD COUPLINGS			
166	1 1/2"	Each	3.35	Y
	GALVANIZED PIPES			
167	1 1/2"	Linear Feet	N/B	—
	GALVANIZED BUSHING			
168	2" X 1-1/2"	Each	3.35	Y
	GALVANIZED BELL REDUCERS			
169	4" X 3"	Each	43.25	Y
170	4" x 2"	Each	43.25	Y
	3/4" EYEBOLTS DUCTILE			
171	4" FITTING	Each	2.65	Y
172	6" FITTING	Each	2.65	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	3/4" EYEBOLTS DUCTILE (Continued)			
173	8" FITTING	Each	2.65	Y
174	10" FITTING	Each	2.65	Y
	5/8" EYEBOLTS DUCTILE			
175	4" FITTING	Each	2.75	Y
176	6" FITTING	Each	2.75	Y
177	8" FITTING	Each	2.75	Y
178	10" FITTING	Each	2.75	Y
	3/4" TEEBOLTS DUCTILE			
179	4" FITTING	Each	2.00	Y
180	6" FITTING	Each	2.00	Y
181	8" FITTING	Each	2.00	Y
182	10" FITTING	Each	2.00	Y
	5/8" TEEBOLTS DUCTILE			
183	4" FITTING	Each	3.00	Y
184	6" FITTING	Each	3.00	Y
185	8" FITTING	Each	3.00	Y
186	10" FITTING	Each	3.00	Y
	MEGA LUGS GLAND PACKS			
187	3" FOR PVC PIPE	Each	21.85	Y
188	4" FOR PVC PIPE	Each	23.50	Y
189	6" DUCTILE IRON PIPE	Each	25.25	Y
190	6" FOR C-900	Each	29.40	Y
191	8" DUCTILE IRON PIPE	Each	34.45	Y
192	8" FOR C-900	Each	39.70	Y
193	10" DUCTILE IRON PIPE	Each	49.05	Y
194	10" FOR C-900	Each	69.10	Y
195	12" DUCTILE IRON PIPE	Each	65.80	Y
196	12" FOR C-900	Each	72.55	Y
	TRANSITION GASKETS			
197	2"	Each	1.75	Y
198	3"	Each	2.35	Y
199	4"	Each	2.60	Y
200	6"	Each	2.90	Y
201	8"	Each	4.35	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ CAPS			
202	4" X 2"	Each	22.25	Y
203	3" X 2"	Each	21.95	Y
204	6' X 2"	Each	30.60	Y
205	8" X 2"	Each	42.45	Y
206	10 X 2"	Each	50.25	Y
207	12 X 2"	Each	69.90	Y
	TAPPED OUT PLUGS MJ			
208	4" X 2"	Each	24.55	Y
209	6' X 2"	Each	36.20	Y
210	8" X 2"	Each	47.50	Y
211	10 X 2"	Each	76.25	Y
212	12 X 2"	Each	74.75	Y
	GLAND PACKS			
213	3" CAST IRON PIPE	Each	7.50	Y
214	4" C-900 & DUCTILE IRON PIPE	Each	9.85	Y
215	6" C-900 & DUCTILE IRON PIPE	Each	13.60	Y
216	8" C-900 & DUCTILE IRON PIPE	Each	15.00	Y
217	10" C-900 & DUCTILE IRON PIPE	Each	21.65	Y
218	12" C-900 & DUCTILE IRON PIPE	Each	22.55	Y
219	16" C-900 & DUCTILE IRON PIPE	Each	86.65	Y
220	20" C-900 & DUCTILE IRON PIPE	Each	108.40	Y
	FRICTION CLAMP - EILSEN			
221	3"	Each	14.45	Y
222	4"	Each	20.40	Y
223	6"	Each	21.65	Y
224	8"	Each	24.35	Y
225	10"	Each	25.70	Y
226	12"	Each	29.90	Y
	VALVE BOX			
227	"A" BOX W/LID	Each	27.85	Y
228	DALLAS SHORT VALVE BOX	Each	23.75	Y
	LUG WASHERS			
229	1/2"	Each	2.10	Y
230	5/8"	Each	2.10	Y
231	3/4"	Each	2.10	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	ALL THREAD ROD ZINC PLATED			
232	1/2" X 10'	Each	11.90	Y
233	5/8" X 10'	Each	11.65	Y
234	3/4" X 10'	Each	14.45	Y
	DUCTILE IRON BODY ELBOWS MJ 90			
235	4"	Each	28.60	Y
236	6"	Each	46.75	Y
237	8"	Each	67.85	Y
238	10"	Each	107.70	Y
239	12"	Each	145.00	Y
240	16"	Each	328.25	Y
241	20"	Each	550.75	Y
	DUCTILE IRON BODY ELBOWS MJ 45			
242	4"	Each	23.70	Y
243	6"	Each	38.10	Y
244	8"	Each	55.45	Y
245	10"	Each	80.25	Y
	DUCTILE IRON BODY ELBOWS SM 45 (Continued)			
246	12"	Each	119.80	Y
247	16"	Each	234.80	Y
248	20"	Each	359.10	Y
	MJ to MJ ADAPTORS			
249	4"	Each	57.70	Y
250	6"	Each	74.15	Y
251	8"	Each	111.30	Y
252	10"	Each	156.65	Y
253	12"	Each	172.10	Y
254	16"	Each	168.70	Y
	SLEEVES MJ x 12" DUCTILE IRON BODY			
255	4"	Each	25.40	Y
256	6"	Each	42.45	Y
257	8"	Each	68.70	Y
258	10"	Each	81.90	Y
259	12"	Each	110.60	Y
260	16"	Each	211.30	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SLEEVES MJ x 12" DUCTILE IRON BODY (Continued)			
261	20"	Each	325.90	Y
262	24"	Each	429.25	Y
	SLEEVES MJ x 7.5" DUCTILE IRON BODY			
263	3"	Each	17.90	Y
264	4"	Each	17.90	Y
265	6"	Each	31.75	Y
266	8"	Each	41.30	Y
267	10"	Each	83.75	Y
268	12"	Each	83.75	Y
269	16"	Each	195.45	Y
270	20"	Each	305.00	Y
	BELL JOINT CLAMP FOR CAST IRON LEAD JOINTS			
271	6"	Each	123.85	Y
272	8"	Each	171.15	Y
273	10"	Each	215.05	Y
274	12"	Each	232.75	Y
275	30"	Each	1177.15	Y
	TEE'S MJ DUCTILE BODY			
276	4"	Each	37.55	Y
277	6"	Each	67.55	Y
278	8"	Each	101.05	Y
279	10"	Each	144.35	Y
280	12"	Each	201.50	Y
	MJ SWIVEL TEE'S DUCTILE BODY			
281	6" x 4"	Each	77.65	Y
282	6" x 6"	Each	77.65	Y
283	8" x 4"	Each	97.30	Y
284	8" x 6"	Each	97.30	Y
285	10" x 6"	Each	123.50	Y
286	10" x 8"	Each	163.65	Y
287	12" x 6"	Each	140.00	Y
288	12" x 8"	Each	209.55	Y
	MJ REDUCER DUCTILE BODY			
289	4" x 2"	Each	34.05	Y
290	4" x 3"	Each	24.55	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ REDUCER DUCTILE BODY (Continued)			
291	6" x 3"	Each	32.35	Y
292	6" x 4"	Each	27.15	Y
293	8" x 4"	Each	37.25	Y
294	8" x 6"	Each	39.55	Y
295	10" x 6"	Each	50.80	Y
296	10" x 8"	Each	56.00	Y
297	12" x 6"	Each	67.25	Y
298	12" x 8"	Each	68.70	Y
299	12" x 10"	Each	76.25	Y
	FLANGE ADAPTERS (ZIP FLANGE)			
300	3"	Each	19.90	Y
301	4"	Each	18.70	Y
302	6"	Each	20.25	Y
303	8"	Each	27.10	Y
304	10"	Each	50.45	Y
305	12"	Each	58.75	Y
306	16"	Each	167.85	Y
	MJ ACCESSORY SET W/TRANSITION GASKET			
307	3"	Each	7.80	Y
308	4"	Each	10.40	Y
309	6"	Each	13.90	Y
310	8"	Each	15.90	Y
311	10"	Each	22.25	Y
312	12"	Each	22.80	Y
	MJ SOLID x SWIVEL ADAPTOR x 13"			
313	4"	Each	43.30	Y
314	6"	Each	76.80	Y
315	8"	Each	98.15	Y
316	10"	Each	174.65	Y
317	12"	Each	252.95	Y
	MJ SOLID x SWIVEL ADAPTOR x 18"			
318	4"	Each	84.55	Y
319	6"	Each	84.60	Y
320	8"	Each	155.50	Y
321	10"	Each	155.50	Y
322	12"	Each	155.50	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MJ SOLID x SWIVEL ADAPTOR x 24"			
323	4"	Each	N/B	—
324	6"	Each	115.50	Y
325	8"	Each	190.25	Y
326	10"	Each	259.00	Y
327	12"	Each	259.00	Y
	OFFSETS MJ CAST IRON			
328	6" x 12"	Each	101.05	Y
329	6" x 18"	Each	123.55	Y
330	6" x 24"	Each	156.45	Y
331	8" x 12"	Each	143.75	Y
332	8" x 18"	Each	179.55	Y
333	8" x 24"	Each	255.20	Y
	OFFSETS MJ SWIVEL GRADELOCK			
334	6" x 6"	Each	N/B	—
335	6" x 12	Each	N/B	—
336	6" x 24"	Each	N/B	—
	HYDRANT AMERICAN DARLING B-84-B / MUELLER SUPER CENTURIAN 200 W/STORZ NOZZLE SS BOLTS			
337	2-1/2' AD B-84-B	Each	N/B	—
338	3' AD B-84-B	Each	N/B	—
339	4' AD B-84-B	Each	N/B	—
340	5' AD B-84-B	Each	N/B	—
341	2-1/2' MSC 200	Each	1,830.00	Y
342	3' MSC 200	Each	1,851.00	Y
343	4' MSC 200	Each	1,929.00	Y
344	5' MSC 200	Each	2,006.00	Y
	HYDRANT EXTENSION / MUELLER IMPROVED AD B-84-B, B-62-B			
345	6" MI	Each	248.10	Y
346	12" MI	Each	302.00	Y
347	18" MI	Each	337.00	Y
348	6" AD B-84-B	Each	164.00	Y
349	12" AD B-84-B	Each	190.85	Y
350	18" AD B-84-B	Each	217.85	Y
351	6" AD B-62-B	Each	185.80	Y
352	12" AD B-62-B	Each	219.50	Y
353	18" AD B-62-B	Each	248.50	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SS BOLTS			
354	3/4" X 2 1/2" BOLTS SS	Each	N/B	—
355	3/4" NUTS SS	Each	N/B	—
356	5/8" X 3" BOLTS SS	Each	2.90	Y
357	5/8" NUTS SS	Each	2.90	Y
358	1/2" X 3" SS	Each	2.90	Y
359	1/2" NUTS SS	Each	2.90	Y
	FIRE HYDRANT F TO M REDUCER (HOSE CONNECTOR)			
360	2-1/2" x 2"	Each	12.50	Y
	AUTO FLUSHER			
361	2"	Each	2410.00	Y
	CHECK VALVES			
362	2" SWING BRASS F X F	Each	33.40	Y
	STAINLESS STEEL AIR RELIEVE VALVES			
363	2"	Each	1,575.00	Y
	BARRELL LOCKS			
364	TAMPER PROOF	Each	5.00	Y
365	TAMPER PROOF KEYS	Each	46.50	Y
	METER WASHERS			
366	3/4" X 1/16" FIBER	Each	.15	Y
367	1" X 1/16" FIBER	Each	.15	Y
368	3/4" X 1/8" RUBBER	Each	.15	Y
369	1" X 1/8" RUBBER	Each	.15	Y
370	1 1/2" DROP GASKETS RUBBER	Each	.60	Y
371	2" DROP GASKETS RUBBER	Each	.75	Y
	WILKINS ZURN BACKFLOW PREVENTER			
372	2" REDUCED PRESSURE FNPT X FNPT	Each	495.00	Y
	FIRE HOSE PIN LUG SWIVEL ADAPTER			
373	2 1/2" X 2"	Each	70.50	Y
	HYDRANT REPAIR KITS MUELLER IMPROVED (BEFORE 1972)			
374	BONNETT REPAIR KIT	Each	28.50 RM	Y
375	BREAKAWAY KIT	Each	120.00 RM	Y
376	1' RISER	Each	301.95 RM	Y
377	2' RISER	Each	380.95 RM	Y
378	MAIN VALVE KIT	Each	593.00 RM	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MUELLER SUPER CENTURION 200			
379	BONNETT REPAIR KIT	Each	31.10	Y
380	BREAKAWAY KIT	Each	112.00	Y
381	1' RISER	Each	296.00	Y
382	2' RISER	Each	351.00	Y
383	MAIN VALVE KIT	Each	354.65	Y
384	HYDRANT LUBRICANT (1 Gallon)	Each	29.35	Y
385	WHITE FOOD GREASE	Each	12.50	Y
	AMERICAN DARLING B-84-B			
386	BONNETT REPAIR KIT	Each	49.00	Y
387	BREAKAWAY KIT	Each	99.00	Y
388	1' RISER	Each	190.85	Y
389	2' RISER	Each	245.00	Y
390	MAIN VALVE KIT	Each	722.00	Y
	AMERICAN DARLING B-62-B			
391	BONNETT REPAIR KIT	Each	48.90	Y
392	BREAKAWAY KIT	Each	109.35	Y
393	MAIN VALVE KIT	Each	600.00	Y
	TRUE TAPPING VALVES (FLANGE X MJ) RESILIENT SEATED OPEN LEFT			
394	4"	Each	384.00	Y
395	6"	Each	542.50	Y
396	9"	Each	805.35	Y
397	10"	Each	1214.35	Y
398	12"	Each	1834.45	Y
	GATE VALVES MJ X MJ RESILIENT SEATED (OPEN LEFT - AWWA C515)			
399	3"	Each	272.45	Y
400	4"	Each	304.45	Y
401	6"	Each	378.50	Y
402	9"	Each	618.75	Y
403	10"	Each	964.85	Y
404	12"	Each	1,220.75	Y
	GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT - AWWA C515)			
405	4"	Each	290.65	Y
406	6"	Each	378.50	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT (AWWA C515) (Continued)			
407	8"	Each	607.00	Y
408	10"	Each	964.85	Y
409	12"	Each	1164.95	Y
	GATE VALVES FLANGE X FLANGE RS OL			
410	3"	Each	270.00	Y
411	4"	Each	381.85	Y
412	6"	Each	403.35	Y
413	8"	Each	630.50	Y
414	10"	Each	1001.75	Y
415	12"	Each	1209.65	Y
	ALL SS REPAIR CLAMP SECTION FULL CIRCLE CLAMPS			
416	30" PIPE OD 32.00 32.74	Each	708.15	Y
417	20" PIPE OD 21.60 X 12"	Each	648.70	Y
418	16" PIPE OD 17.40-19.19 X 12"	Each	443.95	Y
419	16" PIPE OD 17.40-19.19 X 15"	Each	523.85	Y
420	12" PIPE OD 13.20-14.44 X 12"	Each	228.00	Y
421	12" PIPE OD 13.20-14.44 X 15"	Each	416.00	Y
422	10" PIPE OD 11.10-12.22 X 12"	Each	300.25	Y
423	10" PIPE OD 11.10-12.22 X 15"	Each	389.55	Y
424	8" PIPE OD 9.05-9.74 X 7-1/2"	Each	115.40	Y
425	8" PIPE OD 9.05-9.74 X 12"	Each	167.40	Y
426	8" PIPE OD 9.05-9.74 X 15"	Each	217.40	Y
427	6" PIPE OD 6.90-7.56 X 7-1/2"	Each	101.25	Y
428	6" PIPE OD 6.90-7.56 X 12"	Each	150.40	Y
429	6" PIPE OD 6.90-7.56 X 15"	Each	190.60	Y
430	6" PIPE/STEEL (PVC) 6.30 OD 7-1/2"	Each	99.95	Y
431	6" PIPE/STEEL (PVC) 6.30 OD 12"	Each	149.45	Y
432	6" PIPE/STEEL (PVC) 6.30 OD 15"	Each	189.15	Y
433	4" PIPE OD 4.80-5.57 X 7-1/2"	Each	87.00	Y
434	4" PIPE OD 4.80-5.57 X 12"	Each	136.20	Y
435	4" PIPE OD 4.80-5.57 X 15"	Each	162.65	Y
436	4" STEEL (PVC) OD 4.50-5.00 X 7-1/2"	Each	86.35	Y
437	4" STEEL (PVC) OD 4.50-5.00 X 12"	Each	135.25	Y
438	3" STEEL (PVC) OD 4.50-5.00 X 7-1/2"	Each	70.85	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	FULL IRON CLAMP FOR CAST IRON PIPE			
439	2" x 7-1/2"	Each	44.30	Y
440	2" x 12"	Each	73.65	Y
	DRESSER COUPLING FOR GALVANIZED PIPE			
441	2"	Each	30.95	Y
442	1-1/2"	Each	27.35	Y
443	1"	Each	21.85	Y
444	3/4"	Each	21.85	Y
	REDI CLAMPS FOR GALVANIZED PIPE (SMITH & BLAIR 245)			
445	2" x 6"	Each	11.40	Y
446	1-1/2" x 6"	Each	10.85	Y
447	1" x 6"	Each	9.45	Y
448	3/4" x 6"	Each	8.85	Y
449	2" x 3"	Each	6.30	Y
450	1-1/2" x 3"	Each	5.75	Y
451	1" x 3"	Each	5.25	Y
452	3/4" x 3"	Each	4.80	Y
	SMITH, BLAIR-COUPLING FOR CAST IRON PIPE 441			
453	2" OD 2.34-2.63	Each	30.05	Y
454	3" OD 3.80-3.96	Each	49.50	Y
455	4" OD 4.80-5.10	Each	61.75	Y
456	6" OD 6.90-7.22	Each	79.15	Y
457	8" OD 8.99-9.45	Each	100.00	Y
458	10" OD 11.10-11.60	Each	138.95	Y
459	12" OD 13.10-13.50	Each	167.30	Y
	MAXI COUPLING AC TO PVC C 900 PIPE SMITH & BLAIR			
460	4" OD 4.74-5.57	Each	79.75	Y
461	6" OD 6.59-7.60	Each	112.50	Y
462	8" OD 8.90-9.84	Each	131.25	Y
463	10" OD 10.70-11.38/11.4	Each	165.00	Y
464	12 OD 1310 - 1350	Each	195.00	Y
465	16" OD	Each	N/B	—
466	20" OD	Each	N/B	—
	HYMAX COUPLINGS			
467	6" OD range 6.42-7.68	Each	179.00	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	HYMAX COUPLINGS (Continued)			
468	8" OD range 8.54-9.84	Each	214.25	Y
469	10" OD range 10.96-12.2	Each	272.60	Y
470	12" OD range 13.15-14.4	Each	396.50	Y
	SMITH, BLAIR-COUPLING FOR GALVANIZED PIPE			
471	2" (411-00000263.900)	Each	30.95	Y
472	1-1/2" (411-00019001-00)	Each	27.35	Y
473	1 1/4"	Each	22.85	Y
	POLYETHYLENE TUBING SDR-9 (Per Linear Foot)			
474	3/4"	Linear Feet	.35	Y
475	1"	Linear Feet	.55	Y
476	1-1/2"	Linear Feet	1.10	Y
477	2"	Linear Feet	2.10	Y
	WATER & SEWER PIPE SECTION (Per Linear Foot)			
478	3/4" PVC Pipe Sch 40 w/Bell	Linear Feet	.40	Y
479	1" PVC Pipe Sch 40 w/Bell	Linear Feet	.55	Y
480	1 1/4" PVC Pipe Sch 40 w/Bell	Linear Feet	.80	Y
481	1 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	.90	Y
482	2" PVC Pipe Sch 40 w/Bell	Linear Feet	1.20	Y
483	2" PVC Pipe Sch 26 w/Bell	Linear Feet	1.75	Y
484	2 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	1.85	Y
485	3" PVC Pipe Sch 40 w/Bell	Linear Feet	2.45	Y
486	4" PVC Pipe Sch 40 w/Bell	Linear Feet	3.35	Y
487	6" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	2.80	Y
488	6" PVC Pipe SDR 35 w/ Bell & Gasket	Linear Feet	2.10	Y
489	8" PVC Pipe Sch 26 w/Bell & Gasket	Linear Feet	5.00	Y
490	8" PVC Pipe Sch 35 w/Bell & Gasket	Linear Feet	3.75	Y
491	10" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	7.85	Y
492	10" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	5.90	Y
493	12" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	11.25	Y
494	12" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	8.50	Y
495	4" PVC Pipe C-900 DR 18	Linear Feet	2.35	Y
496	6" PVC Pipe C-900 DR 18	Linear Feet	4.65	Y
497	8" PVC Pipe C-900 DR 18	Linear Feet	8.00	Y
498	10" PVC-Pipe C-900 DR 18	Linear Feet	12.00	Y
499	12" PVC-Pipe C-900 DR 18	Linear Feet	17.00	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	WATER & SEWER PIPE SECTION - Continued (Per Linear Foot)			
500	16" PVC Pipe C-900 DR 18	Linear Feet	36.85	Y
501	20" PVC-Pipe C-900 DR 18	Linear Feet	60.40	Y
502	24" PVC-Pipe C-905 DR 18	Linear Feet	80.00	Y
	DUCTILE IRON PIPE (Per Linear Foot)			
503	12"	Linear Feet	32.00	Y
504	10"	Linear Feet	25.00	Y
505	8"	Linear Feet	21.00	Y
506	6"	Linear Feet	16.00	Y
507	4"	Linear Feet	21.00	Y
508	3"	Linear Feet	55.00	Y
	SEWER MAIN FITTINGS			
509	8" x 6" Wye SDR 26	Each	56.25	Y
510	10" x 6" Wye SDR 26	Each	117.00	Y
511	12" x 6" Wye SDR 26	Each	159.40	Y
512	8" x 10" SDR 26 TEES	Each	172.90	Y
513	10" x 6" SDR 26 TEES	Each	113.75	Y
514	12" x 6" SDR 26 TEES	Each	149.15	Y
515	6" PVC Coupling SDR 35	Each	14.05	Y
516	6" PVC Coupling SDR 26	Each	34.10	Y
517	8" PVC Coupling SDR 35	Each	23.90	Y
518	8" PVC Coupling SDR 26	Each	40.70	Y
519	10" PVC Couplings SDR 26	Each	60.70	Y
520	10" PVC Couplings SDR 35	Each	53.00	Y
521	12" PVC Couplings SDR 26	Each	87.15	Y
522	12" PVC Couplings SDR 35	Each	76.95	Y
	SHIELDED SEWER COUPLERS			
523	4" Clay to PVC	Each	23.00	Y
524	4" PVC to PVC	Each	15.65	Y
525	4" Concrete to PVC	Each	22.95	Y
526	6" Clay to PVC	Each	39.00	Y
527	6" PVC to PVC	Each	29.85	Y
528	6" Concrete to PVC	Each	48.55	Y
529	8" Clay to PVC	Each	45.55	Y
530	8" PVC to PVC	Each	44.50	Y

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SHIELDED SEWER COUPLERS (Continued)			
531	8" Concrete to PVC	Each	57.65	Y
532	10" Clay to PVC	Each	57.65	Y
533	10" PVC to PVC	Each	71.05	Y
534	10" Concrete to PVC	Each	71.00	Y
535	12" Clay to PVC	Each	70.60	Y
536	12" PVC to PVC	Each	70.60	Y
537	12" Concrete to PVC	Each	99.65	Y
	CONRETE MANHOLES WITH BUTAMASTIC COATING			
538	3 FT Wall	Each	N/B	~~Y~~
539	4 FT Wall	Each	N/B	~~Y~~
540	6 FT Wall	Each	N/B	~~Y~~
541	8 FT Wall	Each	N/B	~~Y~~
542	10 FT Wall	Each	N/B	~~Y~~
543	12 FT Wall	Each	N/B	~~Y~~
	CONCRETE RISERS DONUT			
544	2" x 23-1/2"	Each	10.00	Y
545	3" x 23-1/2"	Each	11.15	Y
546	2" x 24"	Each	14.25	Y
547	3" x 24"	Each	16.65	Y
548	2" x 36"	Each	N/B	—
549	3" x 36"	Each	N/B	—
550	2" Metal	Each	N/B	—
551	3" Metal	Each	N/B	—
552	4" Metal	Each	N/B	—
553	6" Metal	Each	NO/B	—
554	2' Concrete	Each	N/B	—
555	3" Concrete	Each	N/B	—
556	4" Concrete	Each	N/B	—
557	6" Concrete	Each	N/B	—
	PAM REX RIM & COVER			
558	24"	Each	327.90	Y
559	32"	Each	633.35	Y
560	36"	Each	1666.65	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	COMPOSITE RIM & COVER			
561	24"	Each	550.00	Y
562	32"	Each	780.00	Y
563	36"	Each	N/B	—
	SEWER RING & COVER			
564	23-1/2" Manhole Inflow Protection S/S	Each	194.50	Y
565	35" Manhole Inflow Protection	Each	NB	—
566	24" Manhole Inflow Protection	Each	NB	—
567	32" Manhole Inflow Protection S/S	Each	205.00	Y
568	36" Manhole Inflow Protection	Each	NB	—
569	16 - 1/4" Rim & Cover #V- (Or Approved Equal)	Each	NB	—
570	23 - 1/2" Manhole Cover Only	Each	115.00	Y
571	25 - 1/4" Manhole Cover Only	Each	120.00	Y
572	25 - 1/2" Manhole Covers Only	Each	125.00	Y
	SEWER TAP SUPPLIES SECTION			
573	4" PVC Couplings Sch 40	Each	2.30	Y
574	4" PVC Cleanout Threaded	Each	2.35	Y
575	4" PVC Cleanout Caps Sch 40	Each	1.85	Y
575	4" PVC 1/16 Bends Sch 40	Each	9.30	Y
576	4" PVC 1/8 Bends Sch 40	Each	6.50	Y
576	4" PVC 90 Bend Sch 40	Each	5.00	Y
577	4" Clay to PVC Rubber Hub	Each	3.70	Y
577	4" Cast Iron to PVC Rubber	Each	3.70	Y
578	4" Double Sweep Sanitary Sweep Tee PVC	Each	10.55	Y
578	4" Two Way Cleanout Tee PVC	Each	14.85	Y
579	4" PVC Saddle Kit Sch 40	Each	N/B	Y
579	4" PVC" Y" Sch 40	Each	22.60	Y
580	4" Caps for End of Pipe	Each	3.15	Y
580	6" PVC Couplings SDR 26	Each	34.10	Y
581	6" PVC 1/16 Bends SDR 26	Each	27.40	Y
581	6" PVC 1/16 Bends SDR 35	Each	11.20	Y
582	6" PVC 1/8 Bends SDR 26	Each	20.10	Y
582	6" PVC 1/8 Bends SDR 35	Each	11.60	Y
583	6" PVC 90 Bends SDR 26	Each	21.35	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SEWER TAP SUPPLIES SECTION (Continued)			
584	6' PVC 90 Bends SDR 35	Each	13.20	Y
585	6" Cleanout Threaded Coupling	Each	12.90	Y
586	6" Cleanout Caps	Each	8.35	Y
587	6" Clay to PVC Rubber	Each	7.85	Y
588	6" to 4" PVC Reducers SDR 26	Each	9.45	Y
589	6" PVC to Cast Iron Rubber	Each	7.85	Y
590	6" x 4" Saddle PVC Sch 40	Each	N/B	~~Y~~
591	6" PVC "Y" SDR 26	Each	40.25	Y
592	6" PVC "Y" SDR 35	Each	22.55	Y
593	6" Caps for End of Pipe	Each	4.40	Y
594	8" PVC "Y" SDR 26	Each	91.60	Y
595	8' PVC "Y" SDR 35	Each	61.75	Y
596	8" PVC 1/16 Bends SDR 26	Each	50.35	Y
597	8" PVC 1/16 Bends SDR 35	Each	32.65	Y
598	8" PVC 90 Bends SDR 26	Each	93.00	Y
599	8" PVC 90 Bends SDR 35	Each	36.50	Y
600	8" PVC Cleanout Tee SDR 26	Each	N/B	~~Y~~
601	8" PVC Cleanout Tee SDR 35	Each	N/B	~~Y~~
602	8" PVC 8" x 6" Reducer SDR 26	Each	45.80	Y
603	8" PVC 8" x 6" Reducer SDR 35	Each	33.70	Y
604	8" to 4" PVC Saddle SDR 26	Each	45.80	Y
605	8" to 4" PVC Saddle SDR 35	Each	40.00	Y
606	8" to 6" PVC Saddle SDR 26	Each	45.80	Y
607	8" to 6" PVC Saddle SDR 35	Each	33.70	Y
608	8" Caps for End of Pipe Sch	Each	33.95	Y
609	10" 1/16 Bends SDR 26	Each	107.90	Y
610	10" 1/16 Bends SDR 35	Each	89.35	Y
611	10" 1/8 Bends SDR 26	Each	98.40	Y
612	10" 90 Bends SDR 26	Each	201.80	Y
613	10" 90 Bends SDR 35	Each	170.50	Y
614	10" Cleanout Tee SDR 26	Each	N/B	Y
615	10" Cleanout Tee SDR 35	Each	N/B	Y
616	10" PVC 10" x 6" SDR 35 Saddle	Each	47.25	Y
617	10" PVC 10" x 4" SDR 35 Saddle	Each	39.60	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	SEWER TAP SUPPLIES SECTION (Continued)			
618	10" PVC 10" x 6" SDR 26 Saddle	Each	47.25	Y
619	10" PVC 10" x 4" SDR 26 Saddle	Each	47.25	Y
620	10" Caps for End of Pipe	Each	65.35	Y
621	10" PVC "Y" SDR 26	Each	213.45	Y
622	10" PVC "Y" SDR 35	Each	182.45	Y
623	12" 1/16 Bends PVC SDR 26	Each	145.00	Y
624	12" 1/16 Bends PVC SDR 35	Each	116.55	Y
625	12" 1/8 Bends PVC SDR 26	Each	152.85	Y
626	12" 1/8 Bends PVC SDR 35	Each	121.95	Y
627	12" 90 Bends PVC SDR 26	Each	310.65	Y
628	12" 90 Bends PVC SDR 35	Each	241.50	Y
629	12" x 6" PVC Saddles SDR 26	Each	55.25	Y
630	12" x 6" PVC Saddles SDR 35	Each	55.20	Y
636	12" x 4" PVC Saddles SDR 26	Each	49.10	Y
637	12" x 4" PVC Saddles SDR 35	Each	49.10	Y
638	12" Caps for End of Pipe	Each	102.90	Y
639	15" Coupling 26/35	Each	159.25	Y
640	15" 1/16 Bends 26/35	Each	346.25	Y
641	15" 1/2 Bends 26/35	Each	306.75	Y
642	15" 90 Bends 26/35	Each	376.50	Y
	TEST BALL PLUGS			
643	4"-6" Test Ball Plug	Each	N/B	—
644	6"-8" Test Ball Plug	Each	N/B	—
645	8"-12" Test Ball Plug	Each	N/B	—
646	10" - 16" Test Ball Plug	Each	N/B	—
647	12"- 18"Test Ball Plug	Each	N/B	—
648	15"-30" Test Ball Plug	Each	N/B	—
649	20" - 36" Test Ball Plug	Each	N/B	—
650	24"- 42"Test Ball Plug	Each	N/B	—
	BYPASS PLUGS			
651	6"- 8" Bypass Plug	Each	N/B	—
652	8"- 10" Bypass Plug	Each	N/B	—
653	8"- 12" Bypass Plug	Each	N/B	—
654	12"- 18" Bypass Plug	Each	N/B	—

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
	MISCELLANEOUS PIPE SUPPLIES			
655	Pipe Primer (Quarts)	Each	7.00	Y
656	Pipe Cement (Quarts)	Each	10.00	Y
657	Pipe Lubricant (Quarts)	Each	4.00	Y
658	Pipe Sealant (Pints)	Each	15.00	Y
659	6" Source 1 Patch Kit	Each	N/B	—
660	8" Source 1 Patch Kit	Each	N/B	—
661	10" Source 1 Patch Kit	Each	N/B	—
662	12" Source 1 Patch Kit	Each	N/B	—
663	Source 1 Seal Guard	Each	N/B	—
	CLOW ~~EAST JORDAN WATERMASTER 5CD250~~ **FIRE HYDRANT W/STORZ NOZZLE - SS BOLTS**			
664	2-1/2' EJWM 5CD250	Each	1,304.00	Y
665	3' EJWM 5CD250	Each	1,391.00	Y
666	4' EJWM 5CD250	Each	1,458.00	Y
667	5' EJWM 5CD250	Each	1,524.00	Y
	OTHER CATALOG ITEMS			
Discount for miscellaneous items not listed:		10 %		

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).
Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2020

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
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Farmington Casualty Company	41483
INSURER D : Great American Insurance Company	16691
INSURER E :	
INSURER F :	

INSURED
ACT Pipe & Supply, Inc.
6950 W Sam Houston Pkwy N.
Houston, TX 77041

COVERAGES **CERTIFICATE NUMBER:** 28QBHEMC **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	X COMMERCIAL GENERAL LIABILITY			630-8N970977	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			810-8N988354	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			TUU 2854996-01	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-8N981088	10/01/2019	10/01/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$
								$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as additional insured as respects to General Liability, Auto Liability and Umbrella Liability as required by written contract. A Waiver of Subrogation is included as respects to General Liability, Auto Liability and Workers Compensation as required by written contract and subject to policy terms and conditions.
Re: Municipal Utilities Pipes, Parts, and Fitting Materials Response to Bid 20-002

CERTIFICATE HOLDER

City of Galveston
823 Rosenberg, Suite 203
PO Box 779
Galveston, TX 77553

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2020-576552

Date Filed:
01/13/2020

Date Acknowledged:

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

Act Pipe &Supply Co
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-20-005
Water and Sewer Repair Parts

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. [X]

6 UNSWORN DECLARATION

My name is Rebecca Martin, and my date of birth is 11-17-1951.

My address is 1623 Rustic Oak Ln, Seabrook, Tx, 77586, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County County, State of Texas, on the 13 day of January (month), 20 20 (year).

TRACY ALAMOS
My Notary ID # 132259759
Expires November 20, 2023

Signature of authorized agent of contracting business entity
(Declarant)

CONTRACT FOR SUPPLY OF COMMODITIES
Municipal Utilities Pipes, Parts, and Fitting Materials

This Contract (the "Contract") is made and entered into this 9th day of January, 2020 by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Accurate Utility Supply, a company, located at 5445 Stockdick School Rd, Katy, TX, 77449. 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 supplies in connection with Municipal Utilities Pipes, Parts, and Fitting Materials, within the City of Galveston ("City") and Accurate Utility Supply. ("Company") desires to provide such commodities; 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:

Municipal Utilities Pipes, Parts, and Fitting Materials

Response to Bid 20-002

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: This contract shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates the 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 for (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any extension. No option to extend will be considered without the availability of funds, or if the contractor's past performance is not up to industry standard.

6. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, and if necessary installed, by Company at the request of City in accordance with the schedules/timetables described in greater detail in the attached 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 5445 Stockdick School Rd, Katy, TX, 77449. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

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

$2,000,000 general liability (includes products and personal, etc.)
$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

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

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

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

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

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

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

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

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

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

20. 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.

21. 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.

22. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Municipal Utilities Pipes, Parts, and Fitting Materials 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

Accurate Utility Supply
5445 Stockdick School Rd.
Katy, Texas 77449

[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

By: _____
Brian Maxwell, City Manager

ACCURATE UTILITY SUPPLY

By: _____
Kyle Parcus, Principal

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, ACCURATE UTILITY SUPPLY, ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
Harris **COUNTY** §

KIMBERLY DAWN KAASE
Notary Public, State of Texas
Comm. Expires 07-20-2020
Notary ID 130747209

On this day, BEFORE ME, the undersigned, personally appeared Kyle Parcus **of Accurate Utility Supply,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of January 2020

_____
Notary Public in and for
The State of Texas

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2019

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
GSM Insurors
PO Box 1478
Rockport TX 78381

CONTACT NAME:
PHONE (A/C, No, Ext): 361-729-5414 FAX (A/C, No): 361-729-3817
E-MAIL ADDRESS: info@gsminsurors.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Co	20443
INSURER B : Valley Forge Ins Co	20508
INSURER C : ACCIDENT FUND INS CO OF AMER	10166
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ACCUMET-01
Accurate Meter & Backflow LLC
Accurate Utility Supply, LLC
5445 Stockdick School Rd
Katy TX 77449

COVERAGES **CERTIFICATE NUMBER:** 440051010 **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	X COMMERCIAL GENERAL LIABILITY			6078853439	7/23/2019	7/23/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Pollution Liab						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6078856549	7/23/2019	7/23/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6078857443	7/23/2019	7/23/2020	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			8016000-00	7/23/2019	7/23/2020	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment			3034532507	7/23/2019	7/23/2020	Leased/Rented	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured Endorsement in favor of Certificate Holder as required per written contract on General Liability and Auto. Blanket Waiver of Subrogation in favor of Certificate Holder as required per written contract on General Liability, Auto and Workers Compensation. Umbrella policy is follow form all primary. Primary Non-Contributory is included on policy.
COG-CON-17-017-BID 17-017 Pipes Parts & Fittings

CERTIFICATE HOLDER

City Of Galveston
823 Rosenberg
Galveston TX 77550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2020-573603

Date Filed:
01/03/2020

Date Acknowledged:

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

Accurate Utility Supply, LLC
Katy, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-20-004
MUNICIPAL UTILITIES PIPES, PARTS, AND FITTING MATERIALS Bid # 20-002

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Burson, Jamie	Katy, TX United States	X	
Burson, Dayne	Katy, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dayne Burson, and my date of birth is 4-5-1966.

My address is 5445 Stockdick School Rd (street), Katy (city), TX (state), 77449 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 3rd day of January (month), 2020 (year).

Signature of authorized agent of contracting business entity
(Declarant)

January 8, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of a resolution of the City Council of the City of Galveston establishing certain special events as serving public purposes, authorizing the City Manager to execute the standard form agreement from the Texas Department of Transportation for temporary closer of state right of ways for each event along with all other necessary documents.

I. Background

A. The Texas Department of Transportation is now requiring local governments to approve a resolution allowing major road closers on any TX-DOT roadways for special events.

B. The city will have to enter into an agreement contract with TX-DOT after the approval of the resolution.

C. The agreement will include the contract and attached exhibits which would be comprised of traffic plans and other materials as requested.

II. Current Situation

The City Council will have to approve a resolution of the City Council of the City of Galveston establishing certain special events as serving public purposes, authorizing the City Manager to execute the standard form agreement from the Texas Department of Transportation for temporary closer of state right of ways for each event along with all other necessary documents.

III. Alternatives in order of priority

A. Approve;

1. Cost - None
2. Timing - As soon as possible.
3. Departmental Improvements - Will allow the special events to proceed.

B. Do not approve;

1. Cost - None
2. Timing - N/A
3. Departmental Improvements - The special events will have to be re-routed, or will not occur.

IV. Recommendation

Concur in *Alternative A; approve* a resolution of the City Council of the City of Galveston establishing certain special events as serving public purposes, authorizing the City Manager to execute the standard form agreement from the Texas Department of Transportation for temporary closer of state right of ways for each event along with all other necessary documents.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	N/A
Cost	N/A
Savings Estimation	N/A

Respectfully Submitted,

David Smith
Executive Director

RESOLUTION NO. 20-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ESTABLISHING CERTAIN SPECIAL EVENTS IN THE CALENDAR YEAR 2020 AS SERVING PUBLIC PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE STANDARD FORM AGREEMENT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") FOR TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY FOR EACH EVENT ALONG WITH ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, throughout each year, various special events are held in the City of Galveston in which the need arises for temporary closure of right-of-way including those owned and operated by the State of Texas; and

WHEREAS, the Texas Department of Transportation ("TxDOT") is the state entity that gives authorization for any temporary closure of a state right-of-way ("temporary closure"); and

WHEREAS, TxDOT amended its procedures for obtaining approval for these temporary closures whereby the local governmental body must approve a resolution establishing the corresponding event as serving a public purpose prior to submission of an application for the temporary closure; and

WHEREAS, TxDOT further requires that the municipality, rather than the event promoter, enter into an agreement for the temporary closure; and

WHEREAS, the following special events are scheduled in the City of Galveston for calendar 2020 and require temporary closure of state right-of-way:

1) Martin Luther King (MLK) Parade - January 18, 2020;
2) Mardi Gras Galveston 2020 – February 14, 2020 through February 28, 2020;
3) University of Texas Medical Branch (UTMB) Causeway FunD Run/Walk – March 21, 2020; and
4) Ironman 70.3 Triathlon – April 5, 2020;
5) Juneteenth Parade – June 19, 2020;
6) Toughest 10K – October 17, 2020;
7) Galveston County Daily News Press Run – October 24, 2020;
8) Bike Around the Bay – October 24-25, 2020; and
9) Our Lady of Guadalupe Procession - December 12, 2020

WHEREAS, there may be additional City-approved special events held during the 2020 calendar year that will require closures of TxDOT roadways for which an agreement for temporary closure must be submitted to TxDOT; and

WHEREAS, these special events promote the City of Galveston by drawing crowds of all ages for concerts, carnivals, food, parades, children's events, health initiatives, and other exhibits and programs; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to establish all City-approved special events for the calendar year 2020 as serving public purposes and to authorize the City Manager to execute the required TxDOT standard form agreement for temporary closure of state right-of-way along with all other necessary documents for each event upon final approval by the City Attorney.

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

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

SECTION 2. The City Council of the City of Galveston hereby establishes the following special events to be held in the City of Galveston as serving public purposes:

1) Martin Luther King (MLK) Parade - January 18, 2020;
2) Mardi Gras Galveston 2020 – February 14, 2020 through February 28, 2020;
3) University of Texas Medical Branch (UTMB) Causeway FunD Run/Walk – March 21, 2020; and
4) Ironman 70.3 Triathlon – April 5, 2020;
5) Juneteenth Parade – June 19, 2020;
6) Toughest 10K – October 17, 2020;
7) Galveston County Daily News Press Run – October 24, 2020;
8) Bike Around the Bay – October 24-25, 2020; and
9) Our Lady of Guadalupe Procession - December 12, 2020

SECTION 3. The City Council further establishes all other City-approved special events in the calendar year 2020 that require closure of TxDOT roadways as serving public purposes.

SECTION 4. The Council further authorizes the City Manager to execute the required TxDOT standard form agreement for temporary closure of state right-of-way for each special event along with all other necessary documents upon final approval by the City Attorney.

SECTION 5. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City 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 23rd day of January, 2020, 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 January, 2020.

_____
Secretary for the City Council
of the City of Galveston

Staff Report

January 8, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of the change order (#1) totaling $3,578.56 to All Tech Fuel Systems for additional work required for the system upgrade to the automated fueling system located at 2800 Santa Fe Place (Trolley Barn), which was previously awarded under RFP 19-08A. The original approved amount was $45,907.36. The total project cost with this change order will be $49,485.92. (7.8%)

I. Background

A. The trolley barn has one 10,000 gallon underground storage tank (UST) utilized for diesel fueling which has been out of service since Hurricane Ike. There is a FEMA PW (IT-104) that covers some of these items.

B. TCEQ has upgraded the requirements for the operation of UST's exceeding 5,000 gallons in 2015 and 2018. This tank falls under the new regulations and requires highly sensitive probes in the tank. It also requires a Class B operator's certification.

C. A request for proposals was created (RFP 19-08A) for the upgrades to the fueling delivery system which was awarded to All Tech Fuel Systems.

D. The scope of work included tank and fuel line testing, replacement of the existing dispenser, new fuel force controller, automatic tank gauge system and tanks probes, and final testing and startup.

E. The project award was $45,907.36 that was previously approved by the City Council.

F. Unforeseen Conditions - All Tech Fuel Systems has completed the project but an underground electrical short to the tank was located, and will have to be repaired. The repair will include the breakout of concrete and the replacement of underground conduit and wiring plus the installation of a junction box.

G. All Tech Fuel Systems has requested a change order for an additional $3,578.56. This work has not been performed (pending approval from City Council).

II. Current Situation

The City Council will have to consider approving the change order.

III. Alternatives in order of priority

A. Approve the change order.

1. Cost - Added $3,578.56 totaling $49,485.92.
2. Timing - As soon as possible.
3. Departmental Improvements - Will provide needed funding to complete the project properly.

B. Do not approve the change order.

1. Cost - No additional cost at this time.
2. Timing - Repairs will not be completed.
3. Departmental Improvements - The project will lack the necessary funding to be completed.

IV. Recommendation

Concur in *Alternative A; approve* the change order (#1) totaling $3,578.56 to All Tech Fuel Systems for additional work required for the system upgrade to the automated fueling system located at 2800 Santa Fe Place (Trolley Barn), which was previously awarded under RFP 19-08A. The original approved amount was $45,907.36. The total project cost with this change order will be $49,485.92. (7.8%)

V. Fiscal Impact Report

Requested by David Smith
Executive Director

Cost	Additional $3,578.56 totaling $49,485.92
Funding Source	FEMA Eligible Convention Center Surplus Fund
Savings Estimation	N/A

VI. Environmental Impact

All listed items are required by TCEQ regulations for underground storage tanks in order to reduce the chance of a fluid release into the environment.

Respectfully Submitted,

David Smith
Executive Director

REQUEST FOR CHANGE ORDER to SIGNED CONTRACT

ALL-TECH FUEL SYSTEMS

Project/Contract: City of Galveston

Change Order No: 001

Change Description: Existing Damaged Electrical

Total Amount of This Change Order: **$ 3,578.56**

Location: RFP #19-08 Trolley Fuel System Repair
Address: 2800 Santa Fe Place
City/State/Zip: Galveston, Texas
Contact: Purchasing

SELLER requests authorization to make the followng changes to the above referenced contract:

All-Tech Fuel Systems (ATFS) will sawcut and breakout concrete underneath the new dispenser to unearth the existing conduit that has rusted out and is currently broken. ATFS will replace the conduit back to the existring underground PVC or rigid steel that is not damaged. ATFS will extend existing wire through new conduit to a new junction box that will be installed. This is for the conduit going from the tank to the dispenser from what ATFS can tell on-site.

Conduit and Junction box + $512.56
Breakout concrete / Sawcut + $750.00 Includes equip rentals
Labor + $1,500.00
Compact excavated soil &
pour back new concrete + $816.00

Total = + $3,578.56

Original Contract Amount.....	**$**	**45,907.36**
Net Change for any Previous Change Orders.....	**$**	**-**
Contract Total Prior to this Change Order.....	**$**	**45,907.36**
Contract Total will be (Increased) by this Change Order.....	**$**	**3,578.56**
The New Contract Total, Including this Change Order will be.....	**$**	**49,485.92**
The Contract Time for Job Completion will be (Increased) by.....		**5 days**

Acceptance: This Change Order Request, when signed and accepted by both the **BUYER** and **SELLER** will constitute a bona fide addendum to the original contract referenced above, subject to all terms and conditions of the original contract and to the approval of the **SELLER** (credit manager, sales manager, executive officer. etc.). It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this contract. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the **SELLER's** (sales manager, executive officer, etc.)

Acceptance by mail shall be effective as an acceptance only when actually received by the Seller.

Customer signature below indicates his/her agreement and acceptance of all changes on this request.

City of Galveston

Signature

Address

City/State/Zip Code

Date

For: All-Tech Fuel Systems, LLC

Signature

Address

City/State/ZIP Code

Date

City of Galveston

FLEET FACILITIES
STAFF REPORT

January 15, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of the repairs to the ladder and platform on unit 1830, which is a 2002 E-One Fire Department ladder truck, to the lowest bidder that is able to handle all required repairs, Siddons Martin, for a total of $22,238.13. Funding source is the garage outside repairs account and TML insurance.

I. Background

A. Unit 1830 is a 2002 E-One Fire Department ladder truck (105') that was purchased in 2003 for $719,996 and its depreciated value is $240,934.

B. Unit 1830 recently had an annual ladder inspection (PML) performed that identified some areas in need of repair. These areas did not require the removal of the truck from service. In addition, a minor accident damaged the platform that will be repaired when the ladder repairs are made.

C. In-house mechanics reviewed the required repairs and agreed that the listed items needed to be addressed.

D. Quotes were requested

1. *Metro* can repair the basket, but not the ladder - no bid.
2. *Siddons Martin* can repair the platform and the ladder - bid of $22,238.13
3. *Lone Star* returned a bid to repair just the platform - bid of $78,086.50

E. An insurance claim was filed with TML Insurance for the accident damage.

II. Current Situation

The City Council will have to approve the repairs to the ladder and platform on unit 1830, which is a 2002 E-One Fire Department ladder truck, to the lowest bidder that is able to handle all required repairs, Siddons Martin, for a total of $22,238.13. Funding source is the garage outside repairs account and TML insurance.

III. Alternatives in order of priority

A. Approve the request.

1. Cost - $22,238.13
2. Timing - as soon as possible.
3. Departmental Improvements - will provide the assigned department with equipment to perform duties properly.

B. Do not approve the request.

1. Cost - no additional cost at this time.
2. Timing - N/A
3. Departmental Improvements - the assigned department will not be able to function at 100% without required equipment.

IV. Recommendation

Concur in *Alternative A; approve* the repairs to the ladder and platform on unit 1830, which is a 2002 E-One Fire Department ladder truck, to the lowest bidder that is able to handle all required repairs, Siddons Martin, for a total of $22,238.13. Funding source is the garage outside repairs account and TML insurance.

V. Environmental Impact

All repairs fall under EPA and TCEQ guidelines.

VI. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Outside Vehicle Repairs

	5020-811561-531250
Cost	$2,650.00 platform repairs (accident) $19,588.13 ladder repairs (PML) $22,238.13 Total
Savings Estimation	N/A

Respectfully Submitted

David Smith
Executive Director

ACCIDENT

Siddons-Martin Emergency Group
4903 FM 1765
La Marque TX USA 77568
Phone #:(409) 655-3005
Fax #: (888) 412-6085

imate Number: 19404461B
Tag Number: AWA
Date and Time In: 11/27/2019 - 10:25 AM
Date and Time Out: 11/27/2019 - 10:25 AM
Promised Date - Time: 11/27/2019 - 10:25 AM
Cashed Out Date:

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A045) Aubrey Miller

Galveston Fire Dept. 1003284
PO Box 779
Galveston TX 77553

Cell: (409) 739-9886 Work: (409) 797-3920 Email: pearsongco@cityofgalveston.org

Veh Info: 125217 02 E-ONE Platform Aerial Ae
Serial Numbers: 4ENGABA8321005217 TOWER 1 - 1830

In-Srv: 1/1/2002 **Miles/Hrs In:** **Out:** **Plate #:** T-1
Color Ex: **Int:**

Repair	VIN	Second VIN	Mech #	Type	Labor	Discount	Total
Description				Qty Ret. Price Savings	Selling Price	Ext Discount	Ext Price
1	21005217	1 - 1830		Wholesale	$2,500.00	$0.00	$2,500.00

THE TRUCK WAS IN AN ACCIDENT
CAUSE: THE TRUCK WAS INVOLVED IN AN ACCIDENT
CORRECTION: PARTS AND LABOR

Parts Total: **Labor Total:** $2,500.00 **Job Total:** $2,500.00

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.

Parts Total:	$0.00
Core Total:	$0.00
Freight Total:	$0.00
Sublet Total:	$0.00
Labor Total:	$2,500.00
- Labor Discount:	$0.00
Other Charges:	$0.00
Shop Supplies:	$150.00
Sub Total:	$2,650.00
- Parts Discount:	$0.00

Ext Price:	$2,650.00
Sales Tax:	$0.00
Total:	$2,650.00
- Deductible:	$0.00
- Deposits:	$0.00
Amount Due:	**$2,650.00**
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.Acknowledged and Received by:

_____

LADDER PML

Siddons-Martin Emergency Group
4903 FM 1765
La Marque TX USA 77568
Phone #:(409) 655-3005
Fax #: (888) 412-6085

imate Number: 19404461A
Tag Number: AWA
Date and Time In: 11/27/2019 - 10:25 AM
Date and Time Out: 11/27/2019 - 10:25 AM
Promised Date - Time: 11/27/2019 - 10:25 AM
Cashed Out Date:

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A045) Aubrey Miller

Galveston Fire Dept. 1003284
PO Box 779
Galveston TX 77553

Cell: (409) 739-9886 Work: (409) 797-3920 Email: pearsongeo@cityofgalveston.org

Veh Info: 125217 02 E-ONE Platform Aerial Ae
Serial Numbers: 4ENGABA8321005217 TOWER 1 - 1830

In-Srv: 1/1/2002 Miles/Hrs In: Out: Plate #: T-1
Color Ex: Int:

Repair	VIN	Second VIN	Mech #	Type			Labor	Discount	Total
	Description			Qty	Ret. Price	Savings	Selling Price	Ext Discount	Ext Price
1	21005217	1 - 1830		Wholesale			$235.00	$0.00	$235.00
	THE OFFICER SIDE HYDRAULIC LINE IS LEAKING ON THE LADDER CAUSE: NEED TO PERFORM DIAGNOSTICS								
			Parts Total:		Labor Total:	$235.00	Job Total:		$235.00
2	21005217	1 - 1830		Wholesale			$1,175.00	$0.00	$1,175.00
	MULTIPLE VERTICAL SLIDE PADS ARE CRACKED. CAUSE: PARTS HAVE A 4 WEEK LEAK TIME CORRECTION: INSTALL ALL NEW SLIDE PADS AND HARDWARE AND TEST FOR PROPER OPERATION.								
573331	SLIDE PAD			6.00	$146.55	$0.00	$146.55	$0.00	$879.30
573336	SLIDE PAD			8.00	$150.10	$0.00	$150.10	$0.00	$1,200.80
573332	SLIDE PADS			4.00	$167.98	$0.00	$167.98	$0.00	$671.92
573325	SLIDE PAD			4.00	$665.11	$0.00	$665.11	$0.00	$2,660.44
573326	SLIDE PAD			4.00	$665.11	$0.00	$665.11	$0.00	$2,660.44
295764	SLIDE PAD			2.00	$207.33	$0.00	$207.33	$0.00	$414.66
573331	SLIDE PAD			6.00	$146.55	$0.00	$146.55	$0.00	$879.30
573333	SLIDE PAD			4.00	$167.98	$0.00	$167.98	$0.00	$671.92
573322	SLIDE PAD			4.00	$468.42	$0.00	$468.42	$0.00	$1,873.68
573335	SLIDE PAD			8.00	$128.65	$0.00	$128.65	$0.00	$1,029.20
573323	SLIDE PAD			4.00	$468.42	$0.00	$468.42	$0.00	$1,873.68
			Parts Total: $14,815.34		Labor Total:	$1,175.00	Job Total:		$15,990.34
3	21005217	1 - 1830		Wholesale			$235.00	$0.00	$235.00
	THE DRIVER SIDE LADDER RESTING PAD IS MISSING CAUSE: PARTS HAVE A 4 WEEK LEAD TIME CORRECTION: INSTALL A NEW DRIVER SIDE LADDER RESTING PAD AND TEST FOR PROPER OPERATION AND ALL OK.								
589682	SCUUF PLATE UNDER LADDER SECTION			1.00	$405.18	$0.00	$405.18	$0.00	$405.18
			Parts Total: $405.18		Labor Total:	$235.00	Job Total:		$640.18
4	21005217	1 - 1830		Wholesale			$352.50	$0.00	$352.50
	THE DRIVER SIDE LIFT CYLINDER PIN RETAINING PLATE HAS A CRACKED WELD AT THE GREASE FITTING. CAUSE: PARTS HAVE A 4 WEEK LEAD TIME. CORRECTION: INSTALL A NEW RETAINING PLATE AND TEST FOR PROPER OPERATION.								
376550	RETAINING PLATE			1.00	$1,180.11	$0.00	$1,180.11	$0.00	$1,180.11
			Parts Total: $1,180.11		Labor Total:	$352.50	Job Total:		$1,532.61
5	21005217	1 - 1830		Wholesale			$940.00	$0.00	$940.00
	THE LADDER NEEDS TO BE LUBRICATED. CORRECTION: CLEAN AND LUBRICATE THE LADDER AND TEST FOR PROPER OPERATION.								

Siddons-Martin Emergency Group
4903 FM 1765
La Marque TX USA 77568
Phone #:(409) 655-3005
Fax #: (888) 412-6085

imate Number: 19404461A
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Date and Time In: 11/27/2019 - 10:25 AM
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PO Box 779
Galveston TX 77553

1003284

Cell: (409) 739-9886 Work: (409) 797-3920 Email: pearsongeo@cityofgalveston.org

Veh Info: 125217 02 E-ONE Platform Aerial Ae
Serial Numbers: 4ENGABA8321005217 TOWER 1 - 1830

In-Srv: 1/1/2002 **Miles/Hrs In:** **Out:** **Plate #:** T-1
Color Ex: **Int:**

Parts Total: **Labor Total:** $940.00 **Job Total:** $940.00

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.

Parts Total:	$16,400.63
Core Total:	$0.00
Freight Total:	$0.00
Sublet Total:	$0.00
Labor Total:	$2,937.50
- Labor Discount:	$0.00
Other Charges:	$0.00
Shop Supplies:	$250.00
Sub Total:	$19,588.13
- Parts Discount:	$0.00

Ext Price:	$19,588.13
Sales Tax:	$0.00
Total:	$19,588.13
- Deductible:	$0.00
- Deposits:	$0.00
Amount Due:	**$19,588.13**
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.Acknowledged and Received by:

_____

Lone Star Emergency Group

4553 Aldine Bender Rd
Houston, Texas, 77032
(281)367-4055
www.lonestareg.com

ESTIMATE 4672

CITY OF GALVESTON
P.O.BOX 779
GALVESTON GALVESTON, TX 77553
Cell: ABURCH@GALVESTONTX.GOV Work:

E-ONE
License:
Miles: 554010 Hours: 7567
VIN: 4ENGABA8321005217

1830

Date In:12/19/2019 Date Out: 1/3/2020

VEHICLE ISSUE: NEED TO INSPECT AND DIAG TRUCK. - TECH REPORT:

ESTIMATE:	TRAVEL TIME	4.00 hours	$280.00	Labor
ESTIMATE:	FIELD	6.00 hours	$810.00	Labor

Shop Hours: 0.00 Field Hours: 6.00 Travel Hours: 4.00 Total for Complaint 1 : $1,090.00

VEHICLE ISSUE: REMOVE AND REPLACE THE BUCKET - TECH REPORT:

PART:	511054	CRATE AND SHIPPING	1	$4,500.00	New
PART:	295562	DUAL MONITOR PLATFORM WELDMENT	1	$52,946.50	New
ESTIMATE:		SHOP	160.00 hours	$19,200.00	Labor
SUBLET:		REPLACE DECALS AND STRIPING		$350.00	Sublet

Shop Hours: 160.00 Field Hours: 0.00 Travel Hours: 0.00 Total for Complaint 2 : $76,996.50

RECEIVED
03 2020
BY:

Recomended Repairs:

STATMENT OF DESCLIMER

THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED OTHER THAN WARRANTIES MADE BY THE MANUFACTURER OF ANY PARTS OR PRODUCTS SOLD AND USED IN REPAIRS. DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER

Replaced parts may be requested by customer. I hereby authorize the above repair work to be done along with all necessary materials. You and your employees may operate the above vehicle for the purposes of testing, inspection or delivery at my risk. The shop will not be held responsible for loss or demage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. In the event legal action is necessary to enforce this contract. I understand that I am solely responsible for all costs including attorney's fees and courd costs. I have read the above and acknowledge receipt of an estimate.

x_____

Labor	$20,290.00
Parts	$57,446.50
Sublet	$350.00
Freight	$0.00
Subtotal	$78,086.50
Tax @ 0%	$0.00
Total	$0.00
Payments	$0.00
Balance	$78,086.50

January 14, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock and associated equipment (Roller for Collections/Distribution Divisions) from R.B. Everett & CO. through Buy Board for a total price of $18,770 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, Buy Board 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 equipment purchases in the past to assure that these purchases are the better option, and on the last few occasions, local vendors failed to respond.

C. The requested vehicle description(s) and their assignments are listed below.

D. The extended purchase price for this package is $18,770.

E. R.B. Everett & CO. is located in Houston TX.

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.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock and associated equipment (Roller for Collections/Distribution Divisions) from R.B. Everett & CO. through Buy Board for a total price of $18,770 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 - $18,770
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 and associated equipment (Roller for Collections/Distribution Divisions) from R.B. Everett & CO. through Buy Board for a total price of $18,770 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	$18,770
Funding Source	Distribution/Collections VCO
Savings Estimation	Purchase price discounted by utilizing Buy Board Co-op.

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

Price Sheet	Replaces	Description	Division	Funding	Cost
A	NEW	Bomag Rpller	Dist - Coll	Dist Coll VCO	$18,770
					$ 18,770

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD 515-16

End User: City of Galveston

Contact: Dan Hudson

R.B. Everett & Co. Rep: Rick Vincent
281-991-8161 713-805-7970

Date: 11/21/19

Product Description: Bomag BW900-50 Vibratory Tandem Roller

A. Base Price: $ $ 19,370.00

B. Published Options [Itemize Each Below]

Options	Bid Price	Options	Bid Price
ROPS, hinged	$976.00		
Rotary Beacon	$318.00		

Total of B. Published Options: $ 1,294.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment **Discount:** 15% ($3,100.00)

E. Freight Charges: $350.00

F. Total of A + B + C + D + E = F $ 17,914.00

G. Quantity Ordered 1 **x F =** $ 17,914.00

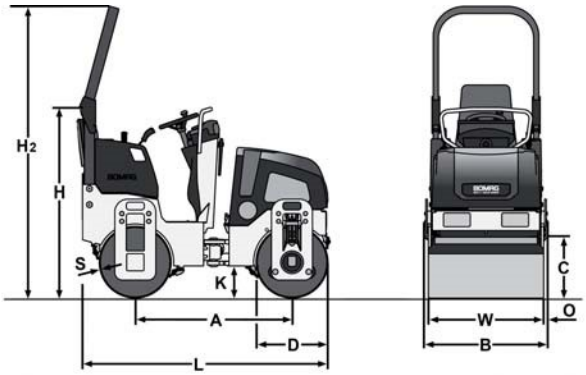
H. Non-Equipment Charges & Credits P. D. I. $856.00

I. TOTAL PURCHASE PRICE $ 18,770.00

TECHNICAL DATA

TANDEM ROLLERS

BW 900-50



Dimensions in in

	A	B	C	D	H	H2	K	L	O	S	W
BW 900-50	48.1	37.8	17.7	22.0	68.0	90.2	9.8	77.4	1.2	0.3	35.4

Shipping dimensions in cub.yd	without ROPS	with ROPS
BW 900-50	4.263	6.408

Machine type	Compaction output (cub.yd/h) at recommended soil layer thicknesses		
	Gravel, sand	Mixed soil	Silt, clay
BW 900-50	65.4-130.8	45.8-91.6	39.2-71.9

Machine type	Compaction output (t/h) at different asphalt layer thicknesses		
	0.8-1.6 in	2.4-3.1 in	3.9-5.5 in
BW 900-50	10-25	20-40	30-60

Technical Data		HONDA BW 900-50
Weights		
Operating weight CECE	lb	2,646
Average axle load CECE	lb	1,321
Average static linear load CECE	lb/in	37.3
Dimensions		
Working width	in	35.4
Track radius, inner	in	64.8
Driving Characteristics		
Working speed with vibration	mph	0- 2.5
Max. travel speed	mph	0- 5.4
Max. gradeability without/with vibr.	%	40/30
Drive		
Engine manufacturer		Honda
Type		GX 630
Cooling		air
Number of cylinders		2
Performance SAE J 1349	hp	20.0
Speed	min-1	3,300
Electric equipment	V	12
Drive system		hydrost.
Driven drum		2
Brakes		
Service brake		hydrost.
Parking brake		mech.
Steering		
Steering system		oscil.artic.
Steering method		hydrost.
Steering angle +/-	deg	33
Oscillating angle +/-	deg	6.0
Exciter system		
Vibrating drum		front
Drive system		hydrost.
Frequency	vpm	4,200
Amplitude	in	0.020
Centrifugal force	lb	3,372
Sprinkler System		
Type of sprinkling		pressure
Capacities		
Fuel	gal	7.1
Water	gal	36.2

Technical modifications reserved. Machines may be shown with options.

Standard Equipment

- ☑ Hydrostatic travel and vibration drive
- ☑ Front drum vibration
- ☑ Travel drive in series
- ☑ Oscillating artic. center joint
- ☑ Hydrostatic articulated steering
- ☑ Mechanical parking brake
- ☑ Vibration control in travel lever
- ☑ 2 scrapers per drum
- ☑ Plastic water tank
- ☑ Pressure sprinkler system
- ☑ Hour meter
- ☑ Low fuel level indicator
- ☑ Control and warning indicator lights
- ☑ Automatic shutdown at low oil level
- ☑ Lockable anti vandal dashboard protection
- ☑ Single point lifting device
- ☑ Lockable engine cover
- ☑ Transport lashing and lifting points front/rear
- ☑ Emergency engine shut down
- ☑ Corrosion and weather protected ignition switch
- ☑ Seat belt
- ☑ Back-up alarm

Optional Equipment

- ☐ ROPS
- ☐ Foldable ROPS
- ☐ Working lights front and rear

BOMAG Americas, Inc.
125 Blue Granite Parkway
Ridgeway, SC 29130
USA
Tel. +1 803 3370700
Fax +1 803 3370800
www.bomag.com/us

BOMAG
FAYAT GROUP

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: dhenderson@rbeverett.com

Dean Henderson
R.B. Everett and Company
8211 Red Bluff Road
Pasadena, TX 77507

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

722

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

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

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 515-16

Anticipated Cooperative Board Meeting Date: September 2016

Contract Time Period: November 1, 2016 through October 31, 2017 with two (2) possible one-year renewals.

R. B. EVERETT & COMPANY Name of Proposing Company	4/1/16 Date
8211 RED BLUFF RD. Street Address	Dean Henderson Signature of Authorized Company Official
PASADENA, TEXAS 77507 City, State, Zip	DEAN HENDERSON Printed Name of Authorized Company Official
281-991-8161 Telephone Number of Authorized Company Official	VICE PRESIDENT Position or Title of Authorized Company Official
281-991-5967 Fax Number of Authorized Company Official	74-0615140 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

CD

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: R. B.EVERETT & COMPANY General Contact Name: DEAN HENDERSON

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: dhenderson@rbeverett.com

Internet Contact: Dean Henderson Phone: 281-991-8161

Alternate E-mail Address: rvia@rbeverett.com

Alternate Internet Contact: Rob Via Phone: 281-991-8161

☐ I will receive purchase orders via **FAX.**

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: dhenderson@rbeverett.com

Alternate E-mail Address: rvia@rbeverett.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: P. O. Box 7300 **Department:** _____

City: Pasadena **State:** Texas **Zip Code:** 77508

Contact Name: Dean Henderson **Phone:** 281-991-8161

Fax: 281-991-5967 **E-mail Address:** dhenderson@rbeverett.com

Alternative E-mail Address: rvia@rbeverett.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 o 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.

R. B. EVERETT & COMPANY
Company Name

Signature of Authorized Company Official

DEAN HENDERSON, V.P.
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.

R. B. EVERETT & COMPANY
Company Name

Signature of Authorized Company Official

DEAN HENDERSON, V.P.
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.

R. B. EVERETT & COMPANY
Company Name

Signature of Authorized Company Official

DEAN HENDERSON, V.P.
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.

R. B. EVERETT & COMPANY
Company Name

Dean Henderson
Signature of Authorized Company Official

DEAN HENDERSON, VICE PRESIDENT
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.

R. B. EVERETT & COMPANY
Company Name

Signature of Authorized Company Official

DEAN HENDERSON, V.P.
Printed Name

4/1/16
Date

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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.[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.

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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:

NET UPON RECEIPT OF INVOICE

3. Number of Days for Delivery: TBD ARO

4. Vendor Reference/Quote Number: N/A

5. State your return policy: N/A

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

R. B. EVERETT & COMPANY
Company Name

Signature of Authorized Company Official

DEAN HENDERSON, V.P.
Printed Name

FORM G

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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.

R. B. EVERETT & COMPANY
Company Name

8211 RED BLUFF RD.
Address

PASADENA — City
TEXAS — State
77507 — Zip

281-991-8161 — Phone Number
281-991-5967 — Fax Number

ROB VIA, SALES MANAGER
Contact Person

R. B. EVERETT & COMPANY
Company Name

6561 MIDWAY RD.
Address

HALTOM CITY — City
TEXAS — State
76117 — Zip

817-299-1110 — Phone Number
817-299-0969 — Fax Number

TIM KING, STORE MANAGER
Contact Person

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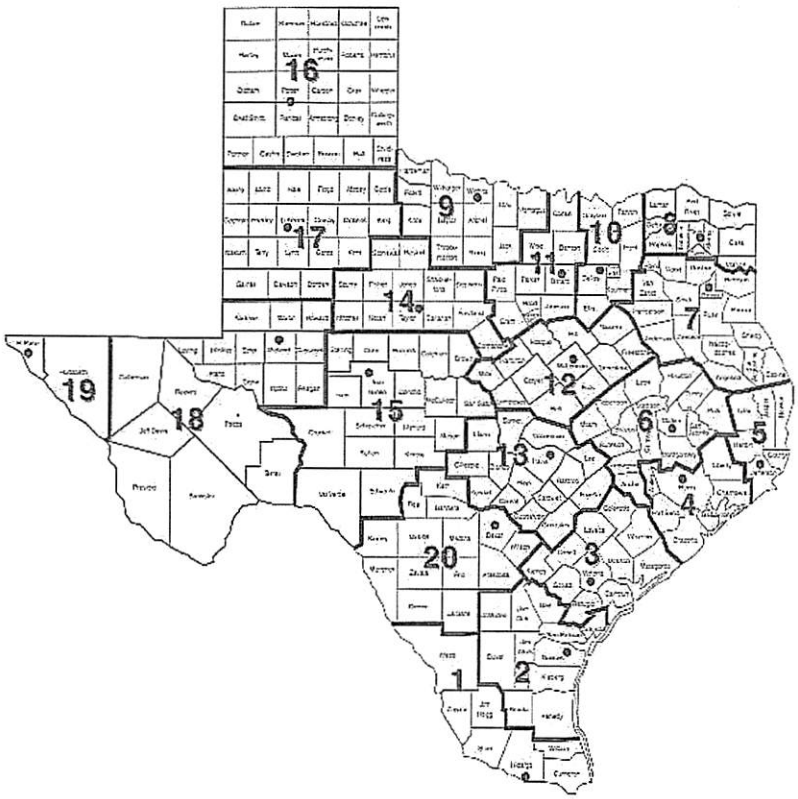
TEXAS REGIONAL SERVICE DESIGNATION

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

R. B. EVERETT & COMPANY
Company Name

Dean Henderson
Signature of Authorized Company Official

DEAN HENDERSON, V.P.
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
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☒ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

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.

R. B. EVERETT & COMPANY
Company Name

Signature of Authorized Company Official

DEAN HENDERSON, V.P.
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.

R. B. EVERETT & COMPANY
Name of Vendor

515-16
Proposal Invitation Number

Dean Henderson
Signature of Authorized Company Official

DEAN HENDERSON, V.P.
Printed Name of Authorized Company Official

4/1/16
Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 4,706,000 . 00 (The period of the 12 month period is 3/20/15 / 3/20/16). In the event that a dollar value is not an appropriate *measure of the sales, provide and describe your own measure of the sales of the item(s).*

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

   YES☒ NO☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council	6%		
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 (%): VARIES **Proposed Discount (%):** VARIES

Explanation: Discounts vary depending on different manufacturers.

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.

R. B. EVERETT & COMPANY
Company Name

Signature of Authorized Company Official

DEAN HENDERSON, V.P.
Printed Name

FORM L

COMM.V.11.18.15

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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. Brazoria County	Jason McCaffety	979-824-3042	6%	$1,500,000	Customer Location
2. Chambers County	Dan Cossey	409-267-7538	6%	$400,000	Customer Location
3. Galveston County	Lee Crowder	281-534-4152	6%	$50,000	Customer Location
4. Harris County,	J. R. Jebousek	281-353-8424	6%	$500,000	Customer Location
5. Orange County	Mike James	409-988-4108	6%	$173,000	Customer Location

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.

R. B. EVERETT & COMPANY
Company Name

Dean Henderson
Signature of Authorized Company Official

DEAN HENDERSON, V.P.
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.

Outside Sales Representatives

Advertise in Trade Magazines/Publications

Attend Trade Shows for Gov't Agencies

Notice on all quotations to gov't agencies that our products may be purchased through Cooperative Contracts such as BuyBoard.

R. B. EVERETT & COMPANY
Company Name

Signature of Authorized Company Official

DEAN HENDERSON, V.P.
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:

[x] **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:

[X] **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.

R. B. EVERETT & COMPANY
Company Name

Dean Henderson
Signature of Authorized Company Official

DEAN HENDERSON, V.P.
Printed Name

4/1/16
Date

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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: R. B. EVERETT & COMPANY

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor	____
Corporation	X
Limited Liability Company	____
Partnership	____
Other	____

If other, identify _____

State of Incorporation (if applicable): TEXAS

Federal Employer Identification Number: 74-0615040

(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.)*

_____

_____

_____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RB EVERETT & COMPANY

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. BOX 7300

Requester's name and address (optional)

6 City, state, and ZIP code
PASADENA, TX 77508

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
7 4 - 0 6 1 5 1 4 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 1-5-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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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: DA)

☐ **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: DH)

☐ **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: DH)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

☒ **YES, I agree to the above.** (Initial: DH)

☐ **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: DH)

☐ **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: DH)

☐ **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: DH)

☐ **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: DH)

☐ **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: DH)

☐ **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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Cooperative Purchasing
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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

Vendor Certification, Item 10 (Procurement of Recovered Materials):

☒ **YES, I agree to the above.** (Initial: DH)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

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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: DH)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

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12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

☒ **YES, I agree to the above.** (Initial: DH)

☐ **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.

R. B. EVERETT & COMPANY
Company Name

Dean Henderson
Signature of Authorized Company Official

DEAN HENDERSON, V.P.
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 and Manufacturer Letters** (Form S)
  Catalogs/Pricelists must be submitted with proposal response or response will not be considered.

BuyBoard Cooperative Purchasing

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 considered[1].)

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.**	15 %	DOOSAN 2016 PRICE LIST	
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.**	15 %	BOMAG 2016 PRICE LIST COMPACTION	
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 %	ETNYRE 5/15/15 PRICE LIST	
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.**	10 %	CIMLINE 1/25/16 PRICE LIST	

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

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 considered[1].)

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.**	15 %	BOMAG 2016 PRICE LIST ASPHALT PAVERS	
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.**	____ %		
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.**	6 %	ETNYRE 5/15/15 PRICE LIST	
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.**	15 %	BOMAG 2016 PRICE LIST MILLING MACHINES	
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.**	____ %		
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.**	____ %		
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.**	15 %	MONTABERT 2016 PRICE LIST	

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

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 considered[1].)

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.**	15 %	DOOSAN 2016 PRICE LIST	
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.**	_____ %		
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.**	10 %	CIMLINE 1/25/16 PRICE LIST	
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.**	_____ %		
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.**	_____ %		
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.**	15 %	BOMAG 2016 PRICE LIST MILLING MACHINES	

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

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 considered[1].)

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.**	15 _____%	BOMAG 2016 PRICE LIST COMPACTION	
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.**	10 _____%	CIMLINE 1/25/16 PRICE LIST	
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.**	6 _____%	BROCE BROOM 2016 PRICE LIST	
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.**	15 _____%	BOMAG 2016 PRICE LIST Reclaimers/Stabilizers	
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.**	_____%		
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.**	15 _____%	BOMAG 2016 PRICE LIST Reclaimers/Stabilizers	

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

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 considered[1].)

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.**	_____%		
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.**	_____%		
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.**	15 %	DOOSAN 2016 PRICE LIST	
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.**	_____%		

PROPOSAL NOTE

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BuyBoard Cooperative Purchasing

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 considered[1].)

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.**	15 %	BOMAG 2016 PRICE LIST COMPACTION	
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.**	15 %	BOMAG 2016 PRICE LIST COMPACTION	
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.**	15 %	DOOSAN 2016 PRICE LIST	
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.**	15 %	DOOSAN 2016 PRICE LIST	
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.**	15 %	DOOSAN 2016 PRICE LIST	

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

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 considered[1].)

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.	5 %	R. B. Everett & Company Rental Rate Sheet	
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.**	Please see attachment sheet _____%	Please see attachment sheet	

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

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 considered[1].)

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.**	6 %	BROCE BROOM 2016 PRICE LIST	
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 Street 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 Street 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

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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 considered[1].)

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.**	_____%		
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 considered[1].)

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.	_____%		
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

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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 considered[1].)

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.	_____%		
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 considered[1].)

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.	_____%		
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.	_____%		
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.	15 %	BOMAG 2016 PRICE LIST COMPACTION	

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 considered[1].)

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 considered[1].)

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.	_____%		
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 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.	6 %		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal

BuyBoard Cooperative Purchasing

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 considered[1].)

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.	15 %	DOOSAN 2016 PRICE LIST	
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.	15 %	BOMAG 2016 PRICE LIST COMPACTION	
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.	15 %	DOOSAN 2016 PRICE LIST	

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 considered[1].)

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.**	_____%		
Section XI: Debris/Scrap Processing Equipment 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.	_____%		
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 considered[1].)

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.	$ _____/Hour		
93	Not to Exceed Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Equipment	**Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Equipment** -- State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ _____/Hour		
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.	$ _____/Hour		
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.	$ _____/Hour		

PROPOSAL NOTE

1. Catalog/Pricelists are required to be submitted with Proposal

ATTACHMENT SHEET

Section III

Item 50:

Manufacturer:	**Discount:**
BOMAG	15%
Broce Broom	6%
Cimline	10%
Doosan	15%
Etnyre	6%
Montabert	15%

BOMAG
FAYAT GROUP

Continuous Innovation
Leadership in Technology
Investing in Individuals

April 5, 2016

To Whom It May Concern:

The purpose of this letter is to confirm that R.B. Everett is authorized as a distributor/dealer for sales and support of the following products within the following regions:

Pasadena, TX location authorized for the following products: Embankment Compactors, Heavy Pneumatic Rollers, Milling Machines, Pavers, RS Series Recyclers/Stabilizers, Tandem & Combination Rollers

Pasadena, TX serving the following counties:
Anderson, TX; Angelina, TX; Austin, TX; Bowie, TX; Brazoria, TX; Brazos, TX; Burleson, TX; Camp, TX; Cass, TX; Chambers, TX; Cherokee, TX; Colorado, TX; Fort Bend, TX; Freestone, TX; Galveston, TX; Gregg, TX; Grimes, TX;Hardin, TX; Harris, TX; Harrison, TX; Houston, TX; Jackson, TX; Jasper, TX; Jefferson, TX; Lavaca, TX; Lee, TX; Leon, TX; Liberty, TX; Limestone, TX; Madison, TX; Marion, TX; Matagorda, TX; Montgomery, TX; Morris, TX; Nacogdoches, TX; Newton, TX; Orange, TX; Panola, TX; Polk, TX; Red River, TX; Rusk, TX; Sabine, TX; San Augustine, TX; San Jacinto, TX; Shelby, TX; Smith, TX; Titus, TX; Trinity, TX; Tyler, TX; Upshur, TX; Walker, TX; Waller, TX; Washington, TX; Wharton, TX

Haltom City, TX location authorized for the following products: Embankment Compactors, Heavy Pneumatic Rollers, Light Pneumatic Rollers, Milling Machines, Pavers, MPH & RS Model Recyclers/Stabilizers, Refuse Compactors, Single Drum Rollers, Tandem & Combination Rollers

Haltom City, TX serving the following counties:
Bosque, TX; Collin, TX; Cooke, TX; Dallas, TX; Delta, TX; Denton, TX; Ellis,TX; Erath, TX; Fannin, TX; Franklin, TX; Grayson, TX; Hamilton, TX; Henderson, TX; Hill, TX; Hood, TX; Hopkins, TX; Hunt, TX; Johnson, TX; Kaufman, TX; Lamar, TX; McLennan, TX; Mills, TX; Navarro, TX; Palo Pinto,TX; Parker, TX; Rains, TX; Rockwall, TX; Somervell, TX; Tarrant, TX; VanZandt, TX; Wise, TX; Wood, TX

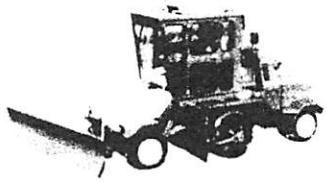
If you have any further additional questions feel free to contact me anytime.

Best regards,

Kevin Caldwell
Bomag Territory Manager - TX, LA, OK
kevin.caldwell@bomag.com
832-817-9091

BROCE MANUFACTURING CO.

"Since 1963"



April 3, 2016

Rob Via
R.B. Everett & Company
8211 Red Bluff
Pasadena, TX 77507

Dear Rob:

I wanted to confirm that R.B. Everett & Company is approved and authorized to sell, install, and service products sold to the TASB BuyBoard that are manufactured by Broce Manufacturing Company, Inc. This authorization is extended to the following TASB BuyBoard regions:

3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13

If you have any questions, please feel free to give me a call.

Sincerely,

Terry Wimer
Sr. VP Sales Operations
Broce Manufacturing Company, Inc.

205 East Main St. • Norman, OK 73069 • Toll Free 1-866-579-2488 • FAX 405-579-4368 • www.brocebroom.com
Sales: 405-579-2488 • Office: 405-579-4621

CIMLINE PAVEMENT MAINTENANCE GROUP

April 18, 2016

Rob Via
R. B Everett & Company
8211 Red Bluff
Pasadena, TX 77507

Rob,

I am confirming that R. B. Everett & Company is approved and authorized to sell, install and service products sold to the TASB Buy Board that are manufactured by Cimline Pavement Maintenance Group. This authorization is extended to the following Buy Board regions:

3, 4, 5, 6, 7, 8, 9, 10 and 11

Any questions give me a call.

Regards,

Gary McGee
Regional Sales Manager
Cimline Pavement Maintenance Group

Doosan Infracore
Construction Equipment
JW Striefel
2905 Shawnee Industrial Way
Suwanee, GA 30024

April 4, 2016

Rob Via
R.B. Everett & Company
8211 Red Bluff
Pasadena, TX 77507

Dear Rob:

I want to confirm that R.B. Everett & Company is approved and authorized to sell, install, and service products sold to the TASB BuyBoard that are manufactured by Doosan Infracore Construction Equipment Company. This Authorization is extended to the following TASB BuyBoard regions:

3, 4, 5, 6, 9, 10, 11, 12, and 14.

If you have any questions, please feel free to contact me.

Best Regards,

JW Striefel
District Manager
Doosan Infracore Construction Equipment

E. D. ETNYRE & CO., Oregon, Illinois 61061-9778
1333 South Daysville Road • Phone 815/732-2116
Fax: Main Office 815-732-4277, Sales & Service 815-732-7400
Web Site: www.etnyre.com • Email: sales@etnyre.com

ESTABLISHED 1898
INCORPORATED 1917

April 04, 2016

To whom it may concern,

Be it known that R.B. Everett & Co. is our authorized distributorship for the selling and support of our products within the following Buy Board regions:

3, 4 , 5, 6, 7, 8, 9, 10, 11 12, and 13.

Signed: _____

Date: April 04, 2016

Montabert
2905 Shawnee Industrial Way
Suwanee, GA 30024
866-472-4373
www.tramacbymontabert.com

Tuesday, April 12, 2016

Rob Via
R.B. Everett & Co.
8211 Red Bluff
Pasadena, TX 77507

Re: Buy Board Proposal Invitation No. 515-16

Dear Rob,

This letter is to confirm that R.B. Everett & Co. is a certified Montabert dealer in Texas and is authorized and trained to retail, service and process warranty work on all the product lines manufactured by Montabert. This authorization is extended to the following TASB BuyBoard regions:

3,4,5,6,7,8,9,10,11,12, 13

If you have any questions or require additional information feel free to contact me

Best Regards,

Eric Chudzik
District Sales Manager

866-472-4373
262-290-1128 mobile
eric.chudzik@montabertusa.com

MONTABERT is the undisputed worldwide leader for the design and manufacturing of hydraulic demolition and drilling attachments. Montabert products are designed for heavy-duty use on any size excavator for the construction, demolition, mining and quarry industries. Our global reach ensures we produce the best products and support...wherever the job takes you.

BOMAG
FAYAT GROUP

Continuous Innovation
Leadership in Technology
Investing in Individuals

April 14, 2016

To Whom It May Concern:

This letter will serve as authorization for R.B. Everett to sell "Pre-Owned, Reconditioned, Retired Rental Equipment", as per Item 50 of BuyBoard Equipment Proposal Invitation No. 515-16 in the following Regions:

Regions: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

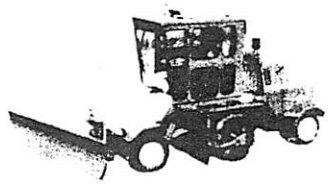
If you have any further additional questions feel free to contact me anytime.

Best regards,

Kevin Caldwell
Bomag Territory Manager - TX, LA, OK
kevin.caldwell@bomag.com
832-817-9091

BROCE MANUFACTURING CO.

"Since 1963"



April 14, 2016

Rob Via
R.B. Everett & Company
8211 Red Bluff
Pasadena, TX 77507

Dear Rob:

This letter will serve as authorization for R.B. EVERETT & COMPANY to sell "Pre-Owned/Reconditioned/Retired Rental" equipment as per Item 50 of BuyBoard Equipment Proposal Invitation No. 515-16 in the following Regions.

3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13

If you have any questions, please feel free to give me a call.

Sincerely,

Terry Wimer
Sr. VP Sales Operations
Broce Manufacturing Company, Inc.

205 East Main St. • Norman, OK 73069 • Toll Free 1-866-579-2488 • FAX 405-579-4368 • www.brocebroom.com
Sales: 405-579-2488 • Office: 405-579-4621

CIMLINE PAVEMENT MAINTENANCE GROUP

April 14, 2016

Mr. Rob Via
R B Everett & Company
8211 Red Bluff
Pasadena, TX 77507

Rob,

I am confirming that R. B. Everett & Company is approved and authorized to sell, install and service Pre-Owned/Reconditioned/Retired Rental equipment manufactured by Cimline Pavement Maintenance Group. The authorization is extended to the following Buy Board Regions:

3, 4, 5, 6, 7, 8, 9, 10, 11.

Any questions give me a call.

Regards,

Gary McGee
Regional Sales Manager
Cimline Pavement Maintenance Group

Doosan Infracore
Construction Equipment

JW Striefel
2905 Shawnee Industrial Way
Suwanee, GA 30024

April 14, 2016

Rob Via
R.B. Everett & Company
8211 Red Bluff
Pasadena, TX 77507

To Whom it may concern:

This letter will serve as authorization for R.B. Everett & Company to sell "PreOwned/Reconditioned/Retired Rental" equipment as per Item 50 of BuyBoard Equipment Proposal Invitation No. 515-16. This Authorization is extended to the following TASB BuyBoard regions:

3, 4, 5, 6, 9, 10, 11, 12, and 14.

If you have any questions, please feel free to contact me.

Best Regards,

JW Striefel
District Manager
Doosan Infracore Construction Equipment

E. D. ETNYRE & CO., Oregon, Illinois 61061-9778
1333 South Daysville Road • Phone 815/732-2116
Fax: Main Office 815-732-4277, Sales & Service 815-732-7400
Web Site: www.etnyre.com • Email: sales@etnyre.com

ESTABLISHED 1898
INCORPORATED 1917

April 14, 2016

To whom it may concern,

This letter will serve as authorization for R.B. Everett & Company to sell "Pre-Owned/Reconditioned/Retired Rental" equipment as per item 50 of Buy Board Equipment Proposal Invitation No. 515-16 in the following Regions:

3, 4 , 5, 6, 7, 8, 9, 10, 11 12, and 13.

Signed: _____

Date: April 14, 2016

Montabert
2905 Shawnee Industrial Way
Suwanee, GA 30024
866-472-4373
www.tramacbymontabert.com

Tuesday, April 12, 2016

Re: Buy Board Proposal Invitation No. 515-16

To Whom It May Concern:

This letter will serve as authorization for **R.B. Everett & Company** to sell our "Pre-Owned / Reconditioned / Retired Rental" equipment as per item 50 of the BuyBoard Equipment Proposal Invitation No. 515-16 in the following regions;

3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

If you have any questions or require additional information feel free to contact me.

Regards,

Eric Chudzik
District Sales Manager
Montabert

866-472-4373
262-290-1128 mobile
eric.chudzik@montabertusa.com

MONTABERT is the undisputed worldwide leader for the design and manufacturing of hydraulic demolition and drilling attachments. Montabert products are designed for heavy-duty use on any size excavator for the construction, demolition, mining and quarry industries. Our global reach ensures we produce the best products and support...wherever the job takes you.

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

June 18, 2019

Sent via email

Re: Rental Services of Construction & Other Equipment, Vehicle Rentals
BuyBoard Contract 565-18

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under **Rental Services of Construction & Other Equipment, & Vehicle Rentals**, **BuyBoard Contract 565-18**, effective July 1, 2018 through June 30, 2019, with two possible one-year renewals. At this time, we are renewing your contract through **June 30, 2020**.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member**. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W. Burkett

Connie W Burkett, *CTSBS*
Contract Administrator

January 14, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock and associated equipment (Bucket Truck for the Traffic Division) from Silsbee Ford Inc. through Good Buy for a total price of $138,173.50 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, Good 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 equipment purchases in the past to assure that these purchases are the better option, and on the last few occasions, local vendors failed to respond.

C. The requested vehicle description(s) and their assignments are listed below.

D. The extended purchase price for this package is $138,173.50.

E. Silsbee Ford Inc. is located in Silsbee Texas.

F. Delivery should be within 180 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 and associated equipment from Silsbee Ford Inc. through Good Buy for a total price of $138,173.50 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 - $138,173.50
2. Timing - Delivery should be within 180 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 and associated equipment (Bucket Truck for the Traffic Division) from Silsbee Ford Inc. through Good Buy for a total price of $138,173.50 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	$138,173.50
Funding Source	General Fund Vehicle Replacement Fund
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. <u>Environmental Impact</u>

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director

City of Galveston

Fleet Facility

COST BREAKDOWN

Requested Purchase

Price Sheet	Replaces	Description	Division	Funding	Cost
A	1327	Ford 550 Bucket	Traffic	Gen Fund VRP	$ 138,173.50
					$ 138,173.50

PRODUCT PRICING SUMMARY

GOODBUY 19 8F000 VEHICLES **www.purchasing.esc2.net**

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF GALVESTON
Prepared by: RICHARD HYDER
Contact: DAVID SMITH 409.797.3920
Phone: (409) 300-1385
Email: DSMITH@GALVESTONTX.GOV
Email: rhyder.cowboyfleet@gmail.com
Product Description: 2020 FORD F550 CHASSIS
Date: December 10, 2019

A. **Bid Item:** 7A18 **A. Base Price:** $ 32,018.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
F5H	F550 REG CAB/CHASSIS 4X4 84" CA	$ 4,670.00	68M	19500# GVWR	$ 1,155.00
Z1	EXTERIOR WHITE	$ -	67P	7500# FRONT END	$ 285.00
AS	INTERIOR GRAY VINYL	$ -	63C	AFT AXLE EXTENSION PACK	$ 115.00
99T	6.7L V8 DIESEL	$ 9,325.00	62R	PTO	$ -
90L	POWER EQUIPMENT GROUP	$ 915.00	98R	OPERATOR COMMANDED REGEN	$ 250.00
872	REARVIEW CAMERA KIT	$ 415.00	18A	UPFITTER MODULE	$ 295.00
52B	TRAILER BRAKE CONTROLLER	$ 270.00	ALTEC	ALTEC AT41M AERIAL PER CUST	$ 86,895.00
X8L	4.88 LIMITED SLIP AXLE	$ 360.00		SPEC, QUOTE 588295-1	
	BLUETOOTH	$ -			
18B	BLACK PLATFORM RUNNING BOARDS	$ 445.00			

Total of B. Published Options: $ 105,395.00

Published Option Discount (5%) $ (691.50)

C. **Additional Options [not to exceed 25%]** $= 0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ 960.00

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ 192.00

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 0 **miles** **ALTEC TO DELIVER** $ -

H. **Subtotal:** $ 137,873.50

I. **Quantity Ordered** 1 **x H =** $ 137,873.50

J. **Trade in:** $ -

K. **GOODBUY Administrative Fee ($300 per purchase order)** $ 300.00

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 138,173.50

December 9, 2019
Our 90th Year

Ship To:
CITY OF GALVESTON
502 32ND ST
GALVESTON, TX 77550
US

Bill To:
CITY OF GALVESTON
502 32ND ST
GALVESTON, TX 77550
United States

Attn:
Phone: 409-797-3920
Email:

Altec Quotation Number: 588295 - 1
Account Manager: Keith C Kirkconnell
Technical Sales Rep: Lori Woods

Item	Description	Qty	Price
	Unit		
1.	Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:	1	

A. Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m)
B. Working Height: 45.8 feet (13.96 m)
C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height)
D. Upper boom extension: 110 inches
E. Continuous rotation
F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.
G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended).
I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.
J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.
Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.
Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.
Control Console: Non-tested non-metallic control console plate.
Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not

Item	Description	Qty	Price
	dielectrically tested, but they may provide some protection against electrical hazards. **K.** Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000. **L.** Dielectric rating: Category C, 46 kV and below **M.** Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection. **N.** Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device. **O.** Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 1-Man Platform, Fiberglass (Insulated), 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
4.	No Platform Elevator	1	
5.	Platform Mounted Single Handle Controls	1	
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	Two (2) Platform steps - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
9.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Jib Stick, 36" L, non extension, certified, orange in color	1	
13.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
14.	Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/ME/P/PE/S/SE)	1	
15.	Winch load line swivel hook	1	
16.	Altec Unit Powder Painted White	1	

Item	Description	Qty	Price
	Unit & Hydraulic Acc.		
17.	Scuff Pad, 24" x 30", No Step (For use with Platform Liner)	1	
18.	Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
19.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks	1	
20.	Temperature Sight Gauge	1	
21.	HVI-22 Hydraulic Oil (Standard).	25	
22.	Standard Pump For PTO	1	
23.	Electric Shifted PTO	1	
24.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
25.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	
	Body		
26.	Altec LGSS-132-84 (81) Low-Side General Service Body With Step:	1	

A. Steel Body
B. Steel Structural Channel Crossmembers And Smooth Floor With Ladder-Style Understructure
C. 132" Body Length
D. 94" Body Width
E. 40" Body Compartment Height
F. 20" Body Compartment Depth
G. 24" From Body Floor To Compartment Tops
H. Finish Paint Entire Body Altec White
I. Undercoat Applied Under The Body
J. 5.5" Drop-In Wooden Cargo Retaining Board At Rear Of Body
K. 5.5" Drop-In Wooden Retaining Board At Top Of Side Access Step
L. Stainless Steel Rotary paddle Latches With Locks
M. Gas Props On All Vertical Doors
N. Chains On All Horizontal Doors
O. Standard Master Body Locking System
P. Hotstick Shelf Extending Full Length Of Body On Streetside
Q. Two (2) Hotstick Brackets Installed On Streetside.
R. One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel
S. 1st Vertical (SS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers
T. 2nd Vertical (SS) - 24" W - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers
U. 1st Horizontal (SS) - 50" W - One (1) Fixed Shelf With Removable Dividers On 4

Item	Description	Qty	Price
	Inch Centers On Bottom of Compartment		
V.	Rear Vertical (SS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
W.	1st Vertical (CS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
X.	2nd Vertical (CS) - 24" W - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage		
Y.	1st Horizontal (CS) - 50" W - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers And One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom Of Compartment		
Z.	Rear Vertical (CS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
AA.	Body Floor Cut-Out For AT41M/ME/P/PE Aerial Device Near Front Of Body		
AB.	Steel Tailshelf, 29" L x 94" W, With Rear Cross Storage And Drop Down Doors		
	Body and Chassis Accessories		
27.	ICC (Underride Protection) Bumper Installed At Rear	1	
28.	T-60 Style Pintle Hitch (10,000 LB MGTW with 2,000 LB MVL)	1	
29.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
30.	Install Counterweight As Needed	1	
31.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
32.	Platform Rest, Rigid with Rubber Tube	1	
33.	Boom Rest for a Telescopic Unit	1	
34.	Manual Boom Stow Securing System Installed on Boom Rest	1	
35.	Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle	2	
36.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
37.	Pendulum Retainers For Outrigger Pad Holders	2	
38.	Mud Flaps With Altec Logo (Pair)	1	
39.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
40.	Slope Indicator Assembly For Machine With Outriggers	1	
41.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
42.	Driveaway Safety Kit	1	
43.	Vinyl manual pouch for storage of all operator and parts manuals	1	

Item	Description	Qty	Price
	Electrical Accessories		
44.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
45.	Altec Standard Amber LED Strobe Light with Brush Guard To be installed one (1) on each side front of body on post	2	
46.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1	
47.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
48.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
49.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
50.	Ford Upfitter Switches (Supplied With Chassis)	1	
51.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
52.	Install secondary stowage system.	1	
53.	Install Remote Start/Stop system in Final Assembly.	1	
54.	Install Outrigger Interlock System	1	
55.	Heavy Duty Secondary Stowage Pump	1	
56.	PTO Indicator Light Installed In Cab	1	
	Finishing Details		
57.	Powder Coat Unit Altec White	1	
58.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
59.	Apply Non-Skid Coating to all walking surfaces	1	
60.	English Safety And Instructional Decals	1	
61.	Vehicle Height Placard - Installed In Cab	1	
62.	Placard, HVI-22 Hydraulic Oil	1	
63.	Dielectric test unit according to ANSI requirements.	1	
64.	Stability test unit according to ANSI requirements.	1	

Item	Description	Qty	Price
65.	DOT Certification Required 502 32nd St Galveston, TX 77550	1	
66.	Focus Factory Build	1	
67.	Delivery Of Completed Unit	1	
68.	Inbound Freight	1	
69.	Installation - AT41M	1	
	Chassis		
70.	Chassis	1	
71.	Customer Supplied Chassis	1	
72.	2020 Model Year	1	
73.	Ford F550	1	
74.	4x4	1	
75.	84 Clear CA (Round To Next Whole Number)	1	
76.	Regular Cab	1	
77.	Chassis Cab	1	
78.	Chassis Color - White	1	
79.	Chassis Wheelbase Length - 169	1	
80.	Ford 6.7L Power Stroke Diesel	1	
81.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1	
82.	GVWR 19,500 LBS	1	
83.	7,500 LBS Front GAWR	1	
84.	Spring Suspension	1	
85.	14,706 LBS Rear GAWR	1	
86.	Hydraulic Brakes	1	
87.	Park Brake In Rear Wheels	1	
88.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
89.	63C - Aft Axle Frame Extension	1	
90.	98R - Operator Commanded Regeneration (OCR)	1	
91.	No Idle Engine Shut-Down Required	1	

Item	Description	Qty	Price
92.	50-State Emissions	1	
93.	Clean Idle Certification	1	
94.	Ford 40 Gallon Fuel Tank (Rear)	1	
95.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
96.	AM/FM Radio	1	
97.	Air Conditioning	1	
98.	Cruise Control	1	
99.	Block Heater	1	
100.	Trailer Brake Controller (Factory Installed)	1	
	Additional Pricing		
101.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	**86,895.00**
FET Total	**0.00**
Total	**86,895.00**

Altec Industries, Inc.

BY

Lori Woods

Notes:

1 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and

are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

2 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

3 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

4 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

5 F.O.B. - Customer Site

6 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

7 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

8 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

9 Interest charge of 1/2% per month to be added for late payment.

10 Any payment made by a credit card may be subject to a surcharge fee.

11 Delivery: 330-360 days after receipt of order PROVIDING:

A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 This quotation is valid until FEB 05, 2020. After this date, please contact Altec Industries, Inc. for a possible extension.

14 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

15 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

16 Please direct all questions to Keith C Kirkconnell at (919) 528-2535

Contract Detail

Return

Contract Information

Title	Vehicles: Automobiles/Trucks/Sport Utility
Description	The intent of this bid was to establish contract(s) for Vehicles: Automobiles/Trucks/Sport Utility. GoodBuy Purchasing Cooperative accepted alternates. Contract term: 1/1/19 - 12/31/19
Contract Number	19 8F000
Type	Goodbuy
Department	
Bid	19 8F000
Status	Active
Catalogs/Services:	Ford CTT Pricing Guide
Discount Rate	Ford CTT Pricing Guide 5% off MSRP options
Comments:	Please note: Typo error on Line Item 7 Alt.26--2020 Interceptor Hybrid K8A. Instead of $41,864.00, the base price should be $34,964.00. See Supplier Response and attachments for pricing information Line items may be modified for the following: truck cab configuration, car body configuration, driveline, and/or trim level based on customer requirements. These modifications are considered factory options and should be priced according to the "discount from catalog" method.
Last Update	11/12/2018

Active Contract Term

Description	19 8F000 Vehicles: Automobiles/Trucks/Sport Utility
Start Date	01/01/2019
End Date	12/31/2019
Notes	

Supplier Information

Supplier Name	Silsbee Ford Inc.
Supplier Description	Automobile dealership
Organization Type	C Corporation
Legal Name	
Date Business Formed	01/01/1996

General/Corporate Address

Address	1211 US Highway 96 North Silsbee, TX 77656
Phone	(409) 300-1385
Fax	(409) 895-3884
Contact Name	Richard Hyder
Email	rhyder.cowboyfleet@gmail.com

Formation State	Texas
Website	www.silsbeefleet.com

Attachment List

File Name	Description
ITEM 7A28 FORD ECOSPORT S2F.pdf [View]	ITEM 7A28 FORD ECOSPORT S2F
ITEM 3 FORD TRANSIT CARGO VAN E1Z.pdf [View]	ITEM 3 FORD TRANSIT CARGO VAN E1Z.
ITEM 5 FORD F250 PICKUP F2A.pdf [View]	ITEM 5 FORD F250 PICKUP F2A.
ITEM 6 FORD F150 PICKUP F1C.pdf [View]	ITEM 6 FORD F150 PICKUP F1C
ITEM 7A24 2019 FORD INTERCEPTOR UTILITY K8A.pdf [View]	ITEM 7A24 2019 FORD INTERCEPTOR UTILITY K8A
ITEM 7A25 FORD RESPONDER F150 W1P.pdf [View]	ITEM 7A25 FORD RESPONDER F150 W1P
ITEM 7A26 FORD INTERCEPTOR UTILITY HYBRID K8A.pdf [View]	ITEM 7A26 FORD INTERCEPTOR UTILITY HYBRID K8A
ITEM 7A27 FORD RANGER R1E.pdf [View]	ITEM 7A27 FORD RANGER R1E
Due Diligence - 8F000 Bid Invitation .pdf [View]	Due Diligence - 8F000 Bid Invitation
Due Diligence - HB 89 11-9-18.pdf [View]	Due Diligence - HB 89 11-9-18
Due Diligence - TX Debarred List 9-12-18.pdf [View]	Due Diligence - TX Debarred List 9-12-18
Due Diligence SB 252 11-9-18.pdf [View]	Due Diligence SB 252 11-9-18
Legal Ad 9-24 and 10-1-18.pdf [View]	Legal Ad 9-24 and 10-1-18
2018 Silsbee Ford W-9.pdf [View]	W-9
Due Diligence - SAMs Silsbee Ford Inc. 11-9-18.pdf [View]	Due Diligence - SAMs Silsbee Ford Inc. 11-9-18
Due Diligence - Supplier Response Silsbee Ford Inc.pdf [View]	Due Diligence - Supplier Response Silsbee Ford Inc
ITEM 1 FORD EXPLORER K7B.pdf [View]	ITEM 1 FORD EXPLORER K7B
	ITEM 7A1 FORD FUSION P0G

ITEM 7A1 FORD FUSION P0G.pdf [View]	
ITEM 7A2 FORD FUSION HYBRID P0L.pdf [View]	ITEM 7A2 FORD FUSION HYBRID P0L
ITEM 7A3 FORD ESCAPE U0F.pdf [View]	ITEM 7A3 FORD ESCAPE U0F
ITEM 7A4 FORD EXPEDITION U1F 102A.pdf [View]	ITEM 7A4 FORD EXPEDITION U1F 102A
ITEM 7A5 FORD EXPEDITION K1F 102A.pdf [View]	ITEM 7A5 FORD EXPEDITION K1F 102A
ITEM 7A6 FORD EDGE K3G.pdf [View]	ITEM 7A6 FORD EDGE K3G
ITEM 7A7 FORD TRANSIT 250 VAN R1Z.pdf [View]	ITEM 7A7 FORD TRANSIT 250 VAN R1Z
ITEM 7A8 FORD TRANSIT 350 VAN W2Z.pdf [View]	ITEM 7A8 FORD TRANSIT 350 VAN W2Z
ITEM 7A9 FORD TRANSIT 150 WAGON K1Z.pdf [View]	ITEM 7A9 FORD TRANSIT 150 WAGON K1Z
ITEM 7A10 FORD TRANSIT 350 WAGON X2Z.pdf [View]	ITEM 7A10 FORD TRANSIT 350 WAGON X2Z
ITEM 7A11 FORD TRANSIT CONNECT WAGON S9E.pdf [View]	ITEM 7A11 FORD TRANSIT CONNECT WAGON S9E
ITEM 7A12 FORD TRANSIT CONNECT VAN S6E.pdf [View]	ITEM 7A12 FORD TRANSIT CONNECT VAN S6E
ITEM 7A13 FORD F350 SRW PICKUP F3A.pdf [View]	ITEM 7A13 FORD F350 SRW PICKUP F3A
ITEM 7A14 FORD F350 DRW PICKUP F3C.pdf [View]	ITEM 7A14 FORD F350 DRW PICKUP F3C
ITEM 7A15 FORD F450 DRW PICKUP F4C.pdf [View]	ITEM 7A15 FORD F450 DRW PICKUP F4C
ITEM 7A16 FORD F350 CHASSIS F3G.pdf [View]	ITEM 7A16 FORD F350 CHASSIS F3G
ITEM 7A16 FORD F450 CHASSIS F4G.pdf [View]	ITEM 7A16 FORD F450 CHASSIS F4G
ITEM 7A18 FORD F550 CHASSIS F5G.pdf [View]	ITEM 7A18 FORD F550 CHASSIS F5G
ITEM 7A19 FORD F650 CHASSIS F6D.pdf [View]	ITEM 7A19 FORD F650 CHASSIS F6D
	ITEM 7A20 FORD F750 CHASSIS F7D

ITEM 7A20 FORD F750 CHASSIS F7D.pdf [View]	
ITEM 7A21 FORD E350 CUTAWAY E3F.pdf [View]	ITEM 7A21 FORD E350 CUTAWAY E3F
ITEM 7A22 FORD E450 CUTAWAY E4F.pdf [View]	ITEM 7A22 FORD E450 CUTAWAY E4F
ITEM 7A23 FORD RESPONDER HYBRID P0A.pdf [View]	ITEM 7A23 FORD RESPONDER HYBRID P0A
Supplier Award Document (Silsbee Ford Inc.) (1).pdf [View]	file:///C:/Users/MCanedo/Downloads/Supplier%20Award%20Document%20(Silsbee%20Ford%20Inc.)%20(1).pdf

January 14, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock and associated equipment (Boring Machine w/equipment for Sewer/Collections Divisions) from EKA through Buy Board for a total price of $159,803.77 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, Buy Board 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 equipment purchases in the past to assure that these purchases are the better option, and on the last few occasions, local vendors failed to respond.

C. The requested vehicle description(s) and their assignments are listed below.

D. The extended purchase price for this package is $159,803.77.

E. EKA is located in Grayson GA.

F. Delivery should be within 180 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 and associated equipment (Boring Machine w/equipment for Sewer/Collections Divisions) from EKA through Buy Board for a total price of $159,803.77 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 - $159,803.77
2. Timing - Delivery should be within 180 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 and associated equipment (Boring Machine w/equipment for Sewer/Collections Divisions) from EKA through Buy Board for a total price of $159,803.77 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	$159,803.77
Funding Source	Sewer/Collections VCO
Savings Estimation	Purchase price discounted by utilizing Buy Board Co-op.

VI. <u>Environmental Impact</u>

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director

City of Galveston

Fleet Facility

COST BREAKDOWN

Requested Purchase

Price Sheet	Replaces	Description	Division	Funding	Cost
A	NEW	Ditch Witch JT10	Sewer - Coll	Sewer Coll VCO	$ 148,557.42
B	NEW	Added Equip.	Sewer - Coll	Sewer Coll VCO	$ 11,246.35
					$ 159,803.77

EKA
P.O. Box 932 • Grayson, GA 30017-0018
770.498.9316 • 866.498.9316 • 770.498.9318 (fax)
EKASales.com

Customer Quote

EKA Quote #	Date	Quote valid until:
9126	11/25/2019	12/25/2019

Name / Address
City Of Galveston Dan Hudson 409-750-0305 PO Box 779 823 Rosenberg #205 GALVESTON, TX 77550-2103

Solicitation number	DEALER/CUST

Delivery Address

EKA Quote Contact	Contract Number	Payment Terms	F.O.B. terms	Dealer
cindy@ekasales.com	EM06-16	NET 30 DAYS	DEST	DITCH WITCH OF H...

Item / Description	Qty	Price Each	Total
DITCH WITCH JT10 Jet Trac With the following configuration: Engine Highly Regulated Auger 4in Auger Exit Pit Tooling Quick Wrench Assy Mud Pump 16 Gallon Hydraulic Oil Standard #149-578 SPLIT ROD WIPER 1.25" ID #190-1731 ADJUSTABLE UMBRELLA KIT #350-1861 WASH WAND ACCESSORY KIT #368-692 1.63" QUICK WRENCH JAW #400-1384 EZ-CONNECT 2 (1.30-5 M / 1.63-6 M EZ2) #400-2218 CONNECTOR 1.63-6 F EZ2 / 2.0 M API-IF #908-0880 2.5" PWRHOUSE HD/5H-12MM/DW/2.0" I.F. #401-334 3.5-5/12-63-10 TUFF BIT #355-1301 DW FORGED HD 1.63 X 2.00 1.30-5 6' PIPE (50) HDD Horizontal Directional Drill DITCH WITCH FM5X Mud Mixing UnitWith the following configuration: Decals English Fluid Tank 300 Gallon Tank #159-890 50FT 1" TRANSFER HOSE #102-1616 TD RECON, North America Radio #102-1608 TK RECON4, North America Radio #222-4411 Tracker Base Mount Small #222-6951 TK EVA CASE BEACON Tracker Beacons #102-1717 17T4 BEACON BEACON Tracker Beacons #102-1718 17T4G BUYBOARD #515-16	1	148,557.42	148,557.42

DUNS: 07-594-9644; TIN: 58-1328598; Cage Code: 2Y851.
We appreciate the opportunity to serve your government business needs.

Total **$148,557.42**

EKA
P.O. Box 932 • Grayson, GA 30017-0018
770.498.9316 • 866.498.9316 • 770.498.9318 (fax)
EKASales.com

Customer Quote

EKA Quote #	Date	Quote valid until:
9127	11/25/2019	12/25/2019

Name / Address
City Of Galveston Dan Hudson 409-750-0305 PO Box 779 823 Rosenberg #205 GALVESTON, TX 77550-2103

Solicitation number	DEALER/CUST

Delivery Address

EKA Quote Contact	Contract Number	Payment Terms	F.O.B. terms	Dealer
cindy@ekasales.com	EM06-16	NET 30 DAYS	DEST	DITCH WITCH OF H...

Item / Description	Qty	Price Each	Total
#400-2966 10-8 SANDHOG (2.0 IF / 20K TAB)	1	2,338.55	2,338.55
#400-2964 6-4 SANDHOG (2.0 IF / 20K TAB)	1	1,785.72	1,785.72
#400-2967 12-10 SANDHOG (2.0 IF / 20K TAB)	1	2,613.13	2,613.13
#400-2218 CONNECTOR 1.63-6 F EZ2 / 2.0 M API-IF (3)	1	652.61	652.61
#368-513 12K SWIVEL ASSEMBLY	1	688.35	688.35
#902-2700 Puller Sleeved Assembly 4"	1	457.72	457.72
#9002-2900 PULLER Sleeved Assembly 6"	1	737.92	737.92
#902-0801 PULLER Expandable Taper 8"	1	1,137.52	1,137.52
#185-924 PULLING GRIP (2"-2 3/4")PLASTIC COATED (2)	1	214.79	214.79
#902-0201 Puller Expandable Taper 2"	1	235.56	235.56
#110-509 ANCHOR SHACKLE (1/2") (6)	1	87.55	87.55
#110-969 5/8" ANCHOR SHACKLE (3/4" PIN) (6)	1	129.14	129.14
#110-040 3/4" ANCHOR SHACKLE (7/8" PIN) (6)	1	167.79	167.79

DUNS: 07-594-9644; TIN: 58-1328598; Cage Code: 2Y851.
We appreciate the opportunity to serve your government business needs.

Total **$11,246.35**

JT10 DIRECTIONAL DRILL

Ditch Witch®

KEY FEATURES/BENEFITS

POWER

High performance, Tier 4, 66-hp (49-kW) Deutz® diesel engine with optional Tier 4i, delivers maximum power, making it the most powerful drill in its class.

COMFORTABLE OPERATOR'S STATION

Newly designed operator's station features an ergonomic, traversing seat, positioning the operator near the center of the pipe rack for easy-to-reach pipe handling.

EASY MANEUVERABILITY

Shortest drill in its class for easy set up in tight spaces with rear ignition for faster jobsite set up.

INNOVATIVE DESIGN

The JT10's carriage travels the length of the drill frame faster than other drills in its class for faster cycle time and more pipe in the ground.

MAXIMUM STRENGTH

The strong and durable JT10 gives you 10,000 lb (44 kN) of sheer pullback force.

PRODUCTIVITY

The JT10 holds 324 ft (98.8 m) of drill pipe on board so you can finish all of your utility installations.

INTRODUCING THE

JT10

DIRECTIONAL DRILL®

JT10 HORIZONTAL DIRECTIONAL DRILL SPECIFICATIONS

	U.S.	METRIC
OPERATION		
Spindle speed, max	186 rpm	
Spindle torque, max	1,100 ft·lb	1490 N·m
Thrust force	9,000 lb	40 kN
Pullback force	10,000 lb	44.5 kN
Bore diameter, min	3 in	76 mm
Ground travel speed		
Forward	2.4 mph	3.9 km/hr
Reverse	1.5 mph	2.4 km/hr
POWER (TIER 4)		
Engine	Deutz® TD2.9	
Fuel	Diesel	
Cooling medium	Liquid	
Injection	Direct	
Aspiration	Turbocharged	
Number of cylinders	4	
Displacement	177 in³	2.9 L
Bore	3.2 in	92 mm
Stroke	4.33 in	110 mm
Manufacturer's gross power rating	66 hp	49 kW
Rated speed	2,200 rpm	
Emissions compliance	EPA Tier 4	EU Stage IIIB
POWER (TIER 4i) (LRC)		
Engine	Deutz D2011L04i	
Fuel	Diesel	
Cooling medium	Integrated oil	
Injection	Direct	
Aspiration	Natural	
Number of cylinders	4	
Displacement	189 in³	3.1 L
Bore	3.7 in	94 mm
Stroke	4.4 in	112 mm
Manufacturer's gross power rating	48.8 hp	36.4 kW
Rated speed	2,300 rpm	
Emissions compliance	EPA Tier 4i	EU Stage IIIA
DIMENSIONS		
Height	74 in	1.9 m
Length	146 in	3.7 m
Width	49 in	1.24 m
Operating weight (w/50 pipe)	7,380 lb	3350 kg
Entry angle	10-14°	
Angle of approach	18°	
Angle of departure	18°	

	U.S.	METRIC
DRILLING FLUID SYSTEM (ON BOARD)		
20 gpm pump		
Pressure, max	1,200 psi	83 bar
Flow, max	20 gpm	76 l/min
Fluid tank capacity	8 gal	30.28 L
16 gpm pump		
Pressure, max	750 psi	52 bar
Flow, max	16 gpm	60.57 l/min
Fluid tank capacity	40 gal	151 L
FLUID CAPACITIES		
Hydraulic reservoir	23 gal	87 L
Fuel tank	18 gal	68 L
POWER PIPE® HD		
Length of drill pipe, nominal	72 in	1.8 m
Diameter of drill pipe, tool joint end	2 in	51 mm
Diameter of drill pipe	1.58 in	40 mm
Bend radius, min	82 ft	25 m
Weight of drill pipe, lined	29 lb	13 kg
BATTERY (TIER 4)		
SAE reserve capacity rating	195 min	
SAE cold crank rating @ 0°F (-18°C)	950 amps	
BATTERY (TIER 4i)		
SAE reserve capacity rating	165 min	
SAE cold crank rating @ 0°F (-18°C)	875 amps	

Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Due to selected options, delivered equipment may not necessarily match that shown.

Ditch Witch®
ditchwitch.com

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P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: earle@ekasales.com

Earle Kinlaw
EKA
P.O. Box 932
Grayson, GA 30017

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: Construction, Road and Bridge, Ditching, Trenching, and other Equipment, Proposal No. 597-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, 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. 597-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

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 email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

BuyBoard® National Purchasing Cooperative

Endorsed by NSBA National School Boards Association

November 6, 2019

Sent Via Email: earle@ekasales.com

Earle Kinlaw
EKA
P.O. Box 932
Grayson, GA 30017

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*
Proposal Name and Number: Construction, Road and Bridge, Ditching, Trenching, and Other Equipment, Proposal No. 597-19

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 12/1/2019 through 11/30/2020, 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 e-mail to info@buyboard.com 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.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Construction, Road and Bridge, Ditching, Trenching, Utility and Other Equipment

Proposal Due Date/Opening Date and Time: April 11, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 597-19

Anticipated Cooperative Board Meeting Date: October 2019

Contract Time Period: December 1, 2019 through November 30, 2020 with two (2) possible one-year renewals.

EKA	4/3/2019
Name of Proposing Company	Date
P.O. Box 932	
Street Address	Signature of Authorized Company Official
Grayson, GA 30017	Earle Kinlaw
City, State, Zip	Printed Name of Authorized Company Official
770-498-9316	President
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
770-498-9318	58-1328598
Fax Number of Authorized Company Official	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 to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

VENDOR CONTACT INFORMATION

Name of Company: EKA

Vendor Proposal/Contract Contact Name: Earle Kinlaw

Vendor Proposal/Contract Contact E-mail Address: earle@ekasales.com

Vendor Contact Mailing Address for Proposal/Contract Notices: EKA PO Box 932 Grayson, GA 30017

Company Website: https://ekasales.com/

Purchase Orders: All purchase orders from Cooperative members will be available through the 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 to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

[X] I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: cindy@ekasales.com

Purchase Order Contact: Cindy Kister Phone: 770-498-9316 ext 24

Alternate Purchase Order E-mail Address: earle@ekasales.com

Alternate Purchase Order Contact: Earle Kinlaw Phone: 770-498-9316 ext 22

[ ] Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: cindy@ekasales.com

Alternate RFQ E-mail Address: earle@ekasales.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:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: EKA PO Box 932 Grayson, GA 30017 **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: Cindy Kister **Phone:** 770-498-9316 ext 24

Invoice Fax: 770-498-9318 **Invoice E-mail Address:** cindy@ekasales.com

Alternative Invoice E-mail Address: maryann@ekasales.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

***** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***

BuyBoard® Cooperative Purchasing
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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.

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
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. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
Printed Name

BuyBoard®
Cooperative Purchasing
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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**

☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

EKA President	PO BOX 932
Company Name	Address

Grayson	GA	30017
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.

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
Printed Name

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.

EKA

Company Name

Signature of Authorized Company Official

Earle Kinlaw

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.

EKA

Company Name

Signature of Authorized Company Official

Earle Kinlaw

Printed Name

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

EKA
Company Name

Earle Kinlaw
Printed Name

Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
Printed Name

4/3/2019
Date

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☒ Other: via common carrier or local dealer delivery

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 30-120 ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: Reference the standard commercial warranty for each manufacturer-supplier; separate warranty pdf files attached.

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
Printed Name

Warranty

Ditch Witch Equipment and Parts
Limited Warranty Policy

Subject to the limitations and exclusions herein, free replacement parts will be provided at any authorized Ditch Witch dealership for any Ditch Witch equipment or parts manufactured by The Charles Machine Works, Inc. (CMW) that fail due to a defect in material or workmanship within one (1) year of first commercial use. Free labor will be provided at any authorized Ditch Witch dealership for installation of parts under this warranty during the first year following initial commercial use of the serial-numbered Ditch Witch equipment on which it is installed.

Exclusions from Product Warranty

• Wear-related failure of parts subject to ground contact including, but not limited to, digging teeth, digging chains, sprockets, backhoe buckets, plow blades, drill pipe, drill bits, backreamers, and swivels.
• All incidental or consequential damages.
• All defects, damages, or injuries caused by misuse, abuse, improper installation, alteration, neglect, or uses other than those for which products were intended.
• All defects, damages, or injuries caused by improper training, operation, or servicing of products in a manner inconsistent with manufacturer's recommendations.
• All engines and engine accessories (these are covered by original manufacturer's warranty).
• Tires, belts, and other parts which may be subject to another manufacturer's warranty (such warranty will be available to purchaser).
• All implied warranties not expressly stated herein, including any warranty of fitness for a particular purpose and merchantability.

IF THE PRODUCTS ARE PURCHASED FOR COMMERCIAL PURPOSES AS DEFINED BY THE UNIFORM COMMERCIAL CODE, THEN THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF AND THERE ARE NO IMPLIED WARRANTIES OF ANY KIND WHICH EXTEND TO A COMMERCIAL BUYER. ALL OTHER PROVISIONS OF THIS LIMITED WARRANTY APPLY INCLUDING THE DUTIES IMPOSED.

Ditch Witch products have been tested to deliver acceptable performance in most conditions. This does not imply they will deliver acceptable performance in all conditions. Therefore, to assure suitability, products should be operated under anticipated working conditions prior to purchase.
Defects will be determined by an inspection within thirty (30) days of the date of failure of the product or part by CMW or its authorized dealer. CMW will provide the location of its inspection facilities or its nearest authorized dealer upon inquiry. CMW reserves the right to supply remanufactured replacements parts under this warranty as it deems appropriate.
Extended warranties are available upon request from your local Ditch Witch dealer or CMW.
Some states do not allow exclusion or limitation of incidental or consequential damages, so above limitation of exclusion may not apply. Further, some states do not allow exclusion of or limitation of how long an implied warranty lasts, so the above limitation may not apply. This limited warranty gives product owner specific legal rights and the product owner may also have other rights which vary from state to state.
For information regarding this limited warranty, contact CMW's Product Support department, P.O. Box 66, Perry, OK 73077-0066, or contact your local Ditch Witch dealer.
First version: 1/91; Latest version: 1/03

JCB Certificate Of Warranty

Subject to the following provisions JCB and the Dealer shall as their sole warranty make good, or cause to be made good by repair or replacement (at JCB's option), free of charge to the buyer at the premises of the Dealer; any defects in JCB's products arising in JCB's opinion, from faulty material or workmanship which shall become apparent within the warranty period (as hereinafter defined).

I. General

(a) This warranty applies only when the JCB product is maintained and operated under normal conditions and serviced according to JCB specifications and recommendations. This warranty does not extended to failures , defects or damage subsequently attributed to wear and tear, improper adjustment , neglect, misuse, operation beyond rated or recommended capacity, alterations or specifications, accident, use of lubricants not specified by JCB, or the use of parts or products other than those specified by JCB for required maintenance service or repair

(b) The buyer must promptly notify the authorized JCB Dealer of any claim under this warranty specifying full particulars of the alleged defect, machine serial number, the hours worked, the date the machine was delivered to the buyer and the date the alleged defect became apparent, and if the authorized JCB Dealer shall so request, the buyer shall return at his cost all defective parts to the authorized JCB Dealer

(c) This warranty shall cease if:

(i) The JCB Machine Installation Checklist found in the operators manual shall not have been returned duly completed to the Dealer from whom the applicable JCB Product was purchased, leased or placed unto a capitalized rental fleet within seven (7) days of the delivery of the JCB Product to the buyer

(ii) Any name or number plates or other identification marks on the the JCB Product shall have been removed or defaced

(d) This warranty does not extend to parts, equipment and attachments not manufactured by JCB, but JCB shall, so far as possible, pass to the Buyer the benefit of any warranty of the manufacturer of such parts, equipment and attachments

(e) Some states do not allow the exclusion or limitations of limited warranties or consequential damages, so the limitations or exclusions may not apply to you

This warranty gives you specific legal rights and you may also have other rights that vary from state to state

I. Warranty Period

(a) The warranty period in relation to JCB Products shall be the following for machines wholesaled after January I st, 2007 and retailed after July 9th, 2007

(i) Machines (Backhoes, Loadalls, Articulated Dump Trucks, Articulated Loading Shovels, Rough Terrain Fork Lifts and other machines specified in JCB's Machine Price List) will have a two year or 2000 hour standard manufacture warranty.

3 year structural warranty to include Chassis, Boom, Dipper, Undercarriage, Mainframe, Masts, Loader Arms, Boom Base, Beam, Carriages, Kingpost and Carriage

(ii) Where, within the warranty period of a JCB Product, defective attachment to be replaced with a new attachment, the warranty with respect to the new attachment shall not exceed the unexpired warranty portion of the warranty period of the original JCB Product

(iii) Where, within the warranty period of a JCB Product, a defective part to be replaced with a new Part, the warranty with respect to the new Part shall not exceed the unexpired warranty portion of the warranty period of the original JCB Product

(b) The warranty period shall start:

(i) On the date of delivery to the first Buyer; or

(ii) In the case of lease or rental machines at the time when the Dealer first disposes of the JCB Product by way of lease or rental; or

(iii) In the case of machines previously used as demonstrators, upon initial sale, lease or rental of the machines or upon the reaching of 200 hours of operation, whichever shall occur first

Il Extended Warranty

JCB offers Customers the ability to purchase extended warranty for new JCB Product within the first I 2 months (Fastrac only 6 months) of retail. This warranty must be registered by an authorized JCB Dealer via the Assetcare Website. The Customer must retain a copy of the Extended Warranty Certificate for their records and present it to an authorized JCB Dealer at the time of failure within the extended warranty period.

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, CONDITION OR GUARANTEE BY JCB OR THE DEALER WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR THE EXPRESS LIABILITY UNDER THIS EXPRESS WARRANTY NEITHER JCB NOR THE DEALER SHALL HAVE ANY OBLIGATION OR LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS, DAMAGE OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE SALE, LEASE, RENTAL, OR OTHERWISE USE OF JCB PRODUCTS OR RESULTING FROM ANY DEFECTS IN ANY JCB PRODUCTS.

Paladin Heavy Attachment Tools

Limited Warranty Policy

Paladin Heavy Attachment Tools ("Paladin") warrants its products against faulty design, material, and workmanship for a period of one (1) year from date of delivery or 2,000 hours, whichever comes first. Refer to the Product Manual for proper maintenance procedures.

Hydraulic kits and components are warranted for one (1) year from factory delivery date. Cylinders must be returned in their entirety and not have been disassembled to be considered for warranty. After Warranty and Purchased Parts including cylinders, hydraulic valves, seal kits, electrical components and wear parts are warranted for 90 days. Disassembly, modification or welding of cylinders without Paladin's written authorization voids the warranty on the cylinder and the seals. All valves must be packaged and sealed to prevent contaminates from entering the valve during shipment. Valves improperly packaged will not be considered for warranty. Hydraulic hoses are warranted against failure due to workmanship. Improper installation, ripping or cutting due to unauthorized modifications of Paladin Heavy Attachment Tools installation procedures is not warranted. A Paladin Dealer or Paladin representative must install hydraulic kits and components for failures to be given warranty consideration.

Paladin will repair or replace, at its sole option, any equipment proven to Paladin's satisfaction to be of faulty design, material or workmanship. Warranty replacement parts will be shipped second day air. This warranty does not include or cover purchased sub-assemblies including, but not limited to, teeth, tines (forks), cylinders, blades, etc. Such purchase sub-assemblies are covered only by the OEM's warranty, if any, of their respective manufacturers, and not by Paladin. Dealer labor rate charges on approved warranty repairs shall not exceed 70% of dealer regular hourly rate. Overtime charges need prior written approval. Travel time and mileage expenses are not covered under warranty. Claims received 30 days past the repair date will not be considered for warranty coverage and shall be null and void.

LIMITATIONS:
This LIMITED WARRANTY does not cover product, which in the opinion of Paladin, is damaged due to abuse, misuse, misapplication, prohibited operation, improper maintenance, alteration, unauthorized service, contamination by the base machine, or normal wear and tear. This LIMITED WARRANTY is void if the product is modified in any way without the written consent or instruction of Paladin. This LIMITED WARRANTY is null and void if the product is used in a prohibited operation, or unauthorized adjustment/assembly/disassembly has occurred. This LIMITED WARRANTY is the exclusive warranty and is given in lieu of any and all other warranties, whether expressed or implied, arising in any fashion including but not limited to the course of dealing and course of performance, and including but not limited to warranty of merchantability or warranty of fitness for a particular purpose. Dealers or Agents of Paladin have no authority to make any type of representation or warranties on behalf of Paladin beyond those expressly set forth in this document.
Paladin Heavy Attachment Tools couplers are manufactured with a patented design to interface with Paladin attachments, OEM attachments and Paladin female adapters (ribs). The use of attachments other than Paladin attachments, OEM attachments and Paladin female adapters (ribs) will void all warranty on the Paladin Heavy Attachment Tools coupler. The use of Paladin Heavy Attachment Tools adapters on unapproved attachments is not sanctioned. A "home made" or nonstandard attachment outside the specifications for the machine will void the warranty on the Paladin Heavy Attachment Tools coupler.

In no event shall Paladin be liable to any party, including but not limited to buyer, for any direct, incidental, consequential, punitive, or special damages, including but not limited to loss of profits, loss of productivity, in any way related to or arising, directly or indirectly, from the product. The liability of Paladin for any and all losses and damages to buyer, its successors and assigns, resulting from any cause whatsoever, including the negligence of Paladin, irrespective of whether such defects are discoverable or latent, shall in no event exceed the purchase price of the product with respect to which such losses or damages are claimed.

Paladin Heavy Attachment Tools

Upon notification of a problem/failure on a component, please advise the Customer Service Department as to the following:

- Serial number of the attachment
- Description of specific component failure
- Number of hours on Prime Mover
- Comments pertaining to failure from end user

If repair will require parts, **you must refer to warranty consideration** when ordering parts through the Customer Service Department.
Upon receipt of replacement parts or verbal approval from the Customer Service Department to proceed with warranty resolution, all defective parts must be retained for evaluation by the brand. **Failure to retain defective parts will result in cancellation to any warranty consideration.**

If a defective component is deemed necessary to be returned to the brand, a Returned Merchandise Authorization (RMA) number will be issued. All shipping documents should show this number.

If a defective component can be fixed at your location or in the field, please **notify the brand for approved rework authorization.** Send a picture of the defect to the Customer Service Department before proceeding with any other repairs. Upon completion of the repairs, send all pertinent documentation showing labor hours, material costs, and any other warranty costs as described in the Paladin Attachment Tools Warranty Policy.

Flat rate hours will be quoted by the Customer Service Department for any repair. If problems are encountered that were not addressed originally, the brand must be contacted to obtain authorization for additional labor hours. Each brand cannot be responsible for work performed without prior notification.

Warranty claims can be submitted online through our website - www.paladinattachments.com - or manually submitted by email, fax, or standard mail.

RETURNED MERCHANDISE POLICY

ITEMS SHIPPED IN ERROR

Each brand will accept returned items, with prior approval of the brand (See RMA Paragraph below), within thirty (30) days after shipment without a restocking charge, freight collect.

ITEMS ORDERED IN ERROR

When current parts are incorrectly ordered and returned to the brand the **customer is responsible for freight costs and a 25% restock fee.**
When current parts are purchased without a serial number and returned, the **customer is responsible for freight costs and a 25% restock fee.**
When current parts with a 90 day + shelf life are purchased and returned, the **customer is responsible for freight costs and a 35% restock fee.**

NON-CURRENT AND SPECIAL PARTS ITEMS

Paladin Heavy Attachment Tools will **NOT** accept returned items, which are special order or used on non-current machines.

SERVICE PARTS

Each brand will accept returned service parts items, which were ordered in error, with prior approval of the specific brand (See RMA), within thirty (30) days after shipments with a **25% restocking charge, freight prepaid.**

RMA - RETURNED MERCHANDISE AUTHORIZATION

All return items must have prior approval of the brand and be assigned a RMA (Returned Merchandise Authorization) number by either the brands Sales or Parts Department and must be returned within thirty (30) days of request.

CANCELLATION POLICY

Orders canceled will carry a cancellation charge equal to 10% of the net invoice of the item (minimum $100 charge).

NON-CURRENT AND NON-STANDARD ITEMS

Orders canceled will carry a cancellation charge equivalent to 100% of the net invoice price.

LIMITED WARRANTY

All new products are warranted to be free from defects in material and/or workmanship for one (1) year. Under no circumstances will it cover any merchandise or components thereof, which, in the opinion of the company, have been subject to misuse, unauthorized modifications, alterations, accidents, or if repairs have been made with parts other than those obtainable through Paladin Light Attachment Tools.

Warranty period will begin on the date of invoice, or 6 months after invoice date if no product registration is received. In the event of a defect within the warranty period (excluding: Cable, ground engaging parts such as sprockets, digging chain, bearings, teeth, tamping and demolition heads, blade cutting edges, pilot bits, auger teeth, auger heads, and broom brushes) and after examination, it is determined failure was due to defective material and/or workmanship, part(s) will be repaired or replaced. PLC may request defective part(s) be returned to them for inspection at their place or business or sent to a specified locations.

Any claims under this warranty must be made within thirty (30) days from date of repair, and all repairs must be made within 30 days from date of failure. All claims not made in writing and received within these time periods specified above shall be denied.

LIMITATIONS ON RESPONSIBILITY

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PALADIN LIGHT ATTACHMENT TOOLS BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGE.

PALADIN LIGHT ATTACHMENT TOOLS LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES TO BUYER, RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR, AT THE ELECTION OF PALADIN LIGHT ATTACHMENT TOOLS THE REPAIR OR REPLACEMENT OF DEFECTIVE OR DAMAGED PRODUCTS.

WARRANTY PROCEDURES

Upon notification of a problem/failure on a component, please advise the Customer Service Department as to the following:

- Serial number of the attachment
- Description of specific component failure
- Number of hours on Prime Mover
- Comments pertaining to failure from end user

If repair will require parts, **you must refer to warranty consideration** when ordering parts through the Customer Service Department.

Upon receipt of replacement parts or verbal approval from the Customer Service Department to proceed with warranty resolution, all defective parts must be retained for evaluation by the brand. **Failure to retain defective parts will result in cancellation to any warranty consideration.**

If a defective component is deemed necessary to be returned to the brand, a Returned Merchandise Authorization (RMA) number will be issued. All shipping documents should show this number.

If a defective component can be fixed at your location or in the field, please **notify the brand for approved rework authorization**. Send a picture of the defect to the Customer Service Department before proceeding with any other repairs.

Upon completion of the repairs, send all pertinent documentation showing labor hours, material costs, and any other warranty costs as described in the Paladin Attachment Tools Warranty Policy.

Flat rate hours will be quoted by the Customer Service Department for any repair. If problems are encountered that were not addressed originally, the brand must be contacted to obtain authorization for additional labor hours. Each brand cannot be responsible for work performed without prior notification.

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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Reference the separately attached U.S. Dealer Address listings

Company Name

Note: Dealer listings are to confirm U.S coverage of this proposal.

Address **Customers should contact EKA who is responsible for all quotes, orders and billing.**

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

EKA
P.O. Box 932 • Grayson, GA 30017-0018
770.498.9316 • 866.498.9316 • 770.498.9318 (fax)
EKASales.com

BuyBoard 597-19 EKA Participating Ditch Witch U.S. Dealers & HUB Zones

HUB ZONE Subcontractor Dealers are highlighted

ALABAMA (BIRMINGHAM)
#2300 - **Branch of:** #1765 Alabama-Theodore/Mobile
Parker Equipment Co., Inc.
Ditch Witch of Alabama
2200 Corporate Woods Drive
Alabaster, AL 35007-4828
Attn: Brian Parker
Speed Dial #: 052
Phone: 205/663-6794
Fax: 205/663-6736
Email: brian@ditchwitchbham.com
Regional Mgr. Seth Matthesen

ALABAMA (MOBILE)
#1765 - **Branch of:** #PRIMARY
Parker Equipment Co., Inc.
Ditch Witch of Alabama
5685 La Rue Steiner Road
Theodore, AL 36582-1765
Attn: Steve Parker
Speed Dial #: 051
Phone: 251/653-0992
Fax: 251/653-0995
Email: brooke@ditchwitchmobile.com
Regional Mgr. Seth Matthesen

ALASKA
#1732 - **Branch of:** #PRIMARY
Alaska Bussell Electric Co., Inc.
Ditch Witch of Alaska
1800 West 47th Avenue
Anchorage, AK 99517-3189
Attn: Charlie Bussell
Speed Dial #: 053
Phone: 907/248-0010
Fax: 907/248-1831
Email: ditchwitch@hawaii.rr.com
Regional Mgr. Blaine Easter

(HUB ZONE DEALER)
ARIZONA (PHOENIX)
#2406 - **Branch of:** #PRIMARY
Full Circle Enterprise, Inc.
Ditch Witch of Arizona
4028 South 36th Street
Phoenix, AZ 85040-1843
Attn: David Klingaman
Speed Dial #: 055
Phone: 602/437-0351
Fax: 602/437-1544
Email: david@ditchwitchaz.com
Regional Mgr. Gary Lawson

ARIZONA (TUCSON)
#2407 - **Branch of:** #2406 Phoenix
Full Circle Enterprise, Inc.
Ditch Witch of Southern Arizona
6975 North Camino Martin
Tucson, AZ 85741-2214
Attn: David Klingaman
Speed Dial #: 057
Phone: 520/579-0261
Fax: 520/579-0268
Email: david@ditchwitchaz.com
Regional Mgr. Gary Lawson

ARKANSAS
#2316 - **Branch of:** #1410 Oklahoma
Arkansas Underground Equipment LLC
Ditch Witch of Arkansas
19930 I-30
Benton, AR 72015-8047
P.O. Box 476, Benton, AR 72018-9975
Attn: Mark Taylor
Speed Dial #: 058
Phone: 501/316-3200
Fax: 501/794-3441
Email: mark@ditchwitchark.com
Regional Mgr. Colby Spielbusch

ARKANSAS
#2372 - **Branch of:** #1410 Oklahoma
Arkansas Underground Eqpt LLC
Ditch Witch of Arkansas
368 Albano Drive
Springdale, AR 72762
Attn: Mark Taylor
Speed Dial #: 190
Phone: 479/419-9771
Fax: 479/419-9781
Email: mark@ditchwitchark.com
Regional Mgr. Colby Spielbusch

CALIFORNIA
#2056 - **Branch of:** #PRIMARY
Bay Area Trenchers, Inc.
Ditch Witch Central California
7323 East Manning Avenue
Fowler, CA 93625-9757
Attn: Mike Anderson
Speed Dial #: 061
Phone: 559/834-3998
Fax: 559/834-5751
Email: manderson@calditchwitch.com
Regional Mgr. Tucker Dotson

CALIFORNIA
#2138 - **Branch of:** #2056 Cent Cal
Bay Area Trenchers, Inc.
Ditch Witch Bay Area
4077 Pestana Place
Fremont, CA 94538-6301
Attn: Mike Anderson
Speed Dial #: 060
Phone: 510/657-5722
Fax: 510/657-5783
Email: manderson@calditchwitch.com
Regional Mgr. Tucker Dotson

(HUB ZONE DEALER)
CALIFORNIA
#2373 - **Branch of:** #2056 Cent Cal
Bay Area Trenchers, Inc.
Ditch Witch of Southern California
1201 East Sixth Street
Corona, CA 92879-1657
Attn: Mike Anderson
Speed Dial #: 062
Phone: 951/735-7510
Fax: 951/735-8480
Email: manderson@calditchwitch.com
Regional Mgr. Tucker Dotson

CALIFORNIA
#2374 - **Branch of:** #2056 Cent Cal
Bay Area Trenchers, Inc.
Ditch Witch of San Diego
349 S. Marshall Avenue
El Cajon, CA 92020-4209
Attn: Mike Anderson
Speed Dial #: 065
Phone: 619/448-0770
Fax: 619/448-0776
Email: manderson@calditchwitch.com
Regional Mgr. Tucker Dotson

(HUB ZONE DEALER)
CALIFORNIA
#1086 - **Branch of:** #PRIMARY
Ditch Witch Equipment Co., Inc.
Ditch Witch Equipment Co., Inc.
929 Stillwater Road
West Sacramento, CA 95605-1615
Attn: Rob Kilgour
Speed Dial #: 066
Phone: 916/371-6000
Fax: 916/371-6185
Email: rkilgour@dwsac.com
Regional Mgr. Tucker Dotson

COLORADO
#1878 - **Branch of:** #PRIMARY
D2, LLC
Ditch Witch of The Rockies
7160 Eudora
Commerce City, CO 80022-1815
P.O. Box 7, Commerce City, CO 80037-007
Attn: Leon Zellmann
Speed Dial #: 067
Phone: 303/287-7563
Fax: 303/287-9565
Email: leonzellmann@hotmail.com
Regional Mgr. Tucker Dotson

FLORIDA
#2348 - **Branch of:** #PRIMARY
Florida Underground Services L.L.C.
Ditch Witch of Central & South Florida
31643 Executive Blvd.
Leesburg, FL 34748-8735
Attn: Kent Stephenson
Speed Dial #: 068
Phone: 352/638-9126
Fax: 352/365-9695
Email: kstephen@dwcentsfl.com
Regional Mgr. Seth Matthesen

(HUB ZONE DEALER)
FLORIDA
#2349 - **Branch of:** #2348 Leesburg
Florida Underground Services L.L.C.
Ditch Witch of Central & South Florida
470 SW 9th Terrace
Pompano Beach, FL 33069-3527
Attn: Scott Bloom
Speed Dial #: 181
Phone: 954/782-3552
Fax: 954/782-0434
Email: sbloom@dwcentsfl.com
Regional Mgr. Seth Matthesen

FLORIDA
#1685 - **Branch of:** #PRIMARY
Nelson Industries, Inc.
Ditch Witch of Northern Florida
1495 Wells Road
Orange Park, FL 32073-2385
Attn: Mark Nelson
Speed Dial #: 072
Phone: 904/269-6786
Fax: 904/269-6795
Email: admassist@ditchwitchfl.com
Regional Mgr. Seth Matthesen

GEORGIA (ALBANY)
#1639 - **Branch of:** #PRIMARY
H&M Equipment, Inc.
Ditch Witch of Albany
1807 W. Oakridge Dr.
Albany, GA 31707-5263
P.O. Box 3708, Albany, GA 31706-3708
Attn: Larry "Butch" Human
Speed Dial #: 073
Phone: 229/435-5811
Fax: 229/439-0138
Email: rmccrary@mchsi.com
Regional Mgr. Seth Matthesen

GEORGIA (ATLANTA)
#2548 - **Branch of:** #PRIMARY
Georgia Equipment Specialists, LLC
Ditch Witch of Georgia
5430 GA Highway 85
Forest Park, GA 30297-2486
Attn: Roger Layne Jr.
Speed Dial #: 074
Phone: 404/761-0619
Fax: 404/761-4095
Email: wbailey@ditchwitchga.com
Regional Mgr. Seth Matthesen

GEORGIA (SAVANNAH)
#2549 - **Branch of:** #2548 Georgia
Georgia Equipment Specialists, LLC
Ditch Witch of South Georgia
1633 Dean Forest Road
Savannah, GA 31408-9588
Attn: Cole Powell
Speed Dial #: 075
Phone: 912/964-8228
Fax: 912/966-5275
Email: wbailey@ditchwitchga.com
Regional Mgr. Seth Matthesen

(HUB ZONE DEALER)
HAWAII
#2107 - **Branch of:** #1732 Alaska
Ditch Witch of Hawaii
91-226 Kauhi Street, Bldg. 3B
Kapolei-Oahu, Hawaii 96707-1884
Attn: Charles Bussell
Speed Dial #: 054
Phone: 808/960-3222
Fax: 808/325-7773
Email: ditchwitch@hawaii.rr.com
Regional Mgr. Blaine Easter

IDAHO
#2378 - **Branch of:** #1878 Colorado
D1, LLC
Ditch Witch of The Rockies
7801 Lemhi St.
Boise, ID 83709-2890
Attn: Leon Zellmann
Speed Dial #: 162
Phone: 208/376-8394
Fax: 208/376-8397
Email: leonzellmann@hotmail.com
Regional Mgr. Tucker Dotson

ILLINOIS
#1556 - **Branch of:** #1310 Sullivan
Ditch Witch Sales, Inc.
Ditch Witch Sales / Sullivan
107 Troy Road
Collinsville, IL 62234-5503
Attn: Grant Medlin
Speed Dial #: 077
Phone: 618/345-6262
Fax: 618/345-2823
Email: grant@ditchwitchsales.com
Regional Mgr. Dusty Cinnamon

ILLINOIS
#2223 - **Branch of:** #1310 Sullivan
Ditch Witch Sales, Inc.
Ditch Witch Sales / Sullivan
2801 Farmers Market Rd
Springfield, IL 62707-8829
Attn: Chad Hamilton
Speed Dial #: 078
Phone: 217/789-1220
Fax: 217/789-1223
Email: grant@ditchwitchsales.com
Regional Mgr. Dusty Cinnamon

ILLINOIS (CHICAGO METROPLEX)
#1133 - **Branch of:** #PRIMARY
Ditch Witch of Illinois, Inc.
Ditch Witch Midwest
124 North Schmale Road
Carol Stream, IL 60188-2199
Attn: Mark Harbaugh
Speed Dial #: 076
Phone: 630/665-5600
Fax: 630/665-6484
Email: mharbaugh@ditchwitchmidwest.com
Regional Mgr. Roger Layne, Jr.

INDIANA
#2278 - **Branch of:** #1090 Kentucky
Ditch Witch Trenching Co. of Kentucky, Inc.
Ditch Witch Equipment
1222 Heinlein Rd,
Evansville, IN 47711-6379
Attn: Bill Lenburger
Speed Dial #: 141
Phone: 812/477-9275
Fax: 812/868-0860
Email: bill@ditchwitchky.com
Regional Mgr. Roger Layne, Jr.

INDIANA
#2351 - **Branch of:** #1133 Illinois
Ditch Witch of Illinois, Inc.
Ditch Witch Midwest
4418 Merchant Drive
Fort Wayne, IN 46818-1254
Attn: Mark Harbaugh
Speed Dial #: 081
Phone: 260/484-0667
Fax: 260/484-7257
Email: mharbaugh@ditchwitchmidwest.com
Regional Mgr. Roger Layne, Jr.

INDIANA
#2352 - **Branch of:** #1133 Illinois
Ditch Witch of Illinois, Inc.
Ditch Witch Midwest
1550 W. Northfield Dr.
Brownsburg, IN 46112-8034
Attn: Mark Harbaugh
Speed Dial #: 080
Phone: 317/852-9400
Fax: 317/852-9600
Email: mharbaugh@ditchwitchmidwest.com
Regional Mgr. Roger Layne, Jr.

IOWA
#1088 - **Branch of:** #PRIMARY
Ditch Witch - Iowa, Inc.
Ditch Witch - Iowa
1000 W. 6th Ave.
Slater, IA 50244-9767
PO Box 600, Slater, IA 50244-9767
Attn: Jeffrey Chlupach
Speed Dial #: 083
Phone: 515/685-3521
Fax: 515/685-3042
Email: jeff@ditchwitch-iowa.com
Regional Mgr. Dusty Cinnamon

IOWA
#1551 - **Branch of:** #1088 Slater
Ditch Witch - Iowa, Inc.
21124 Holden Drive
Davenport, IA 52804-9314
Attn: Ken Hamilton
Speed Dial #: 084
Phone: 563/391-4656
Fax: 563/391-1303
Email: jeff@ditchwitch-iowa.com
Regional Mgr. Dusty Cinnamon

KANSAS
#2031 - **Branch of:** #PRIMARY
Valley Machinery, Inc.
Ditch Witch of Kansas
11402 North Broadway
Valley Center, KS 67147-9539
Attn: John Rogers
Speed Dial #: 086
Phone: 800/582-1980
Fax: 316/755-0519
Email: drogers@ditchwitchofkansas.com
Regional Mgr. Dusty Cinnamon

KANSAS
#2149 - **Branch of:** #1310 Sullivan
Ditch Witch Sales, Inc.
Ditch Witch Sales - Kansas City
1355 South Enterprise
Olathe, KS 66061-5358
Attn: Jack Hardy
Speed Dial #: 085
Phone: 913/782-5223
Fax: 913/782-7977
Email: grant@ditchwitchsales.com
Regional Mgr. Dusty Cinnamon

KENTUCKY (LEXINGTON)
#2075 - **Branch of:** #1090 Kentucky
Ditch Witch Trenching Co. of Kentucky, Inc.
Ditch Witch of Kentucky
697 Blue Sky Parkway
Lexington, KY 40509-9459
Attn: Herb Evans
Speed Dial #: 088
Phone: 859/263-5050
Fax: 859/263-5051
Email: bill@ditchwitchky.com
Regional Mgr. Roger Layne, Jr.

KENTUCKY (LOUISVILLE)
#1090 - **Branch of:** #PRIMARY
Ditch Witch Trenching Co. of Kentucky, Inc.
Ditch Witch Trenching Co. of Kentucky, Inc.
400 Sparrow Drive
Shepherdsville, KY 40165-5472
Attn: Bill Lenberger
Speed Dial #: 087
Phone: 502/543-3309
Fax: 502/543-9613
Email: bill@ditchwitchky.com
Regional Mgr. Roger Layne, Jr.

LOUISIANA (BATON ROUGE)
#2356 - **Branch of:** #PRIMARY
J&B Underground, L.L.C.
Ditch Witch of South Louisiana
36202 Hwy. 30
Geismar, LA 70734-3529
Attn: Steve Jester
Speed Dial #: 090
Phone: 225/744-7334
Fax: 225/744-7340
Email: sljester@dwsla.com
Regional Mgr. Jayson Shields

LOUISIANA (SHREVEPORT)
#1717 - **Branch of:** #PRIMARY
Billin Company, Inc.
Ditch Witch of Louisiana
5402 Industrial Drive Ext
Bossier City, LA 71112-2625
Attn: Bill Duncan
Speed Dial #: 091
Phone: 318/747-0660
Fax: 318/747-2907
Email: bduncan@ditchwitchla.com
Regional Mgr. Jayson Shields

MARYLAND
#1638 - **Branch of:** #PRIMARY
Ditch Witch of Maryland, Inc.
Ditch Witch of Maryland, Inc.
12975 Livestock Road
Sykesville, MD 21784-5630
Attn: Matt Horn
Speed Dial #: 092
Phone: 410/442-1510
Fax: 410/442-2393
Email: mhorn@ditchwitchofmd.com
Regional Mgr. Greg Wolfe

MASSACHUSSETTS (WORCESTER)
#2699 - **Branch of:** #PRIMARY
Northeast Underground, Inc.
Ditch Witch Northeast
167 Memorial Drive
Shrewsbury, MA 01545-4030
Attn: Warren Hagenbuch
Speed Dial #: 163
Phone: 508-719-0200
Fax: 508-719-0201
Email: warren@dwne.com
Regional Mgr. Greg Wolfe

MICHIGAN
#2556 - **Branch of:** #PRIMARY
Michigan Underground Specialists, LLC
Ditch Witch Sales of Michigan
3401 West Grand River Ave.
Howell, MI 48855-7603
Attn: Carl Rogers
Speed Dial #: 094
Phone: 517/546-9848 toll free 877/481-9931
Fax: 517/546-9890
Email: crogers@ditchwitchmi.com
Regional Mgr. Roger Layne, Jr.

(HUB ZONE DEALER)
MINNESOTA (FERGUS FALLS)
#2078 - **Branch of:** #1095 Minnesota
Ditch Witch of Minnesota, Inc.
1320 Frontier Dr.
Fergus Falls, MN 56537-1079
P.O. Box 624, Fergus Falls, MN 56537-0624
Attn: Don Faleide
Speed Dial #: 096
Phone: 218/736-5688
Fax: 218/736-2965
Email: dfaleide@dwmn.com
Regional Mgr. Chris Gambrell

MINNESOTA (MINNEAPOLIS)
#1095 - **Branch of:** #PRIMARY
Ditch Witch of Minnesota, Inc.
Ditch Witch of Minnesota
12826 Emery Way
Shakopee, MN 55379-8300
Attn: Warren Peiffer
Speed Dial #: 095
Phone: 952/445-3066
Fax: 952/445-0035
Email: wpeiffer@dwmn.com
Regional Mgr. Chris Gambrell

MISSISSIPPI (JACKSON)
#2154 - **Branch of:** #PRIMARY
Delta Trenchers, Inc.
Ditch Witch Sales of Mississippi
105 Priester Dr.
Pearl, MS 39208-3334
P.O. Box 6014, Pearl, MS 39288-6014
Attn: Jim Gilmore
Speed Dial #: 097
Phone: 601/939-6037
Fax: 601/939-6041
Email: jgilmore@ditchwitchms.com
Regional Mgr. Jayson Shields

(HUB ZONE DEALER)
MISSOURI (HUNTSVILLE)
#2080 - **Branch of:** #1310 Sullivan
Ditch Witch Sales, Inc.
Ditch Witch Sales / Sullivan
1084 County Road 2710
Moberly, MO 65270-4900
Attn: Ken Roberts
Speed Dial #: 099
Phone: 660/263-6420
Fax: 660/263-0205
Email: grant@ditchwitchsales.com
Regional Mgr. Dusty Cinnamon

MISSOURI (SULLIVAN)
#1310 - **Branch of:** #PRIMARY
Ditch Witch Sales, Inc.
Ditch Witch Sales, Inc.
1617 S. Service Road
Sullivan, MO 63080-0429
P.O. Box 429, Sullivan, MO 63080-0429
Attn: Grant Medlin
Speed Dial #: 098
Phone: 573/468-8012
Fax: 573/468-8016
Email: grant@ditchwitchsales.com
Regional Mgr. Dusty Cinnamon

MONTANA
#2602 - **Branch of:** #PRIMARY
Montana Underground Equipment, LLC
Ditch Witch of Montana
3748 Green Acres Drive
Billings, MT 59101-6145
Attn: John Wornom/Jeffrey Berke
Speed Dial #: 100
Phone: 406/252-7667
Fax: 406/252-3990
Email: jwornom@ditchwitchmt.com
Regional Mgr. Blaine Easter

NEBRASKA (GRAND ISLAND)
#2365 - **Branch of:** #2031 Wichita
Great Plains Underground, LLC
Ditch Witch of Nebraska
3536 S. Locust St.
Grand Island, NE 68801-8854
P.O. Box 1565, Grand Island, NE 68802-1565
Attn: Michelle Haubold
Speed Dial #: 102
Phone: 308/382-1300 or Toll Free Wats: 800/658-4312
Fax: 308/382-2932
Email: michelle@ditchwitchofnebraska.com
Regional Mgr. Dusty Cinnamon

NEBRASKA (OMAHA)
#2172 - **Branch of:** #PRIMARY
Nebraska Trencher Sales, Inc.
Ditch Witch of Omaha
10304 Sapp Bros. Dr.
Omaha, NE 68138-3892
P.O. Box 45532, Omaha, NE 68145-0532
Attn: Greg Medlin
Speed Dial #: 103
Phone: 402/895-2444
Fax: 402/895-5183
Email: greg@ditchwitchofomaha.com
Regional Mgr. Dusty Cinnamon

(HUB ZONE DEALER)
NEBRASKA (SCOTTSBLUFF)
#2366 - **Branch of:** #2031 Wichita
Great Plains Underground, LLC
Ditch Witch of Nebraska
3030 Red Barn Drive
Gering, NE 69341-1768
Attn: Roy Rathgeber
Speed Dial #: 148
Phone: 877/635-8135 or Toll Free Wats: 800/658-4312
Fax: 308/635-8140
Email: michelle@ditchwitchofnebraska.com
Regional Mgr. Dusty Cinnamon

NEW JERSEY
#2715 - **Branch of:** #2699 New England
Northeast Underground, Inc. (Mid-Atlantic)
Ditch Witch Northeast (Mid-Atlantic)
200 Meco Drive
Perrineville, NJ 08535-8118
Attn: Joe Bera
Speed Dial #: 105
Phone: 732/446-9600
Fax: 732/446-5175
Email: joe@dw-midatl.com
Regional Mgr. Greg Wolfe

(HUB ZONE DEALER)
NEW MEXICO
#1592 - **Branch of:** #PRIMARY
Ditch Witch of New Mexico, Inc.
Ditch Witch of New Mexico, Inc.
2520 Comanche Road Northeast
Albuquerque, NM 87107-2227
Attn: Bill Boothe
Speed Dial #: 106
Phone: 505/345-1888
Fax: 505/345-1889
Email: bill@ditchwitchnewmexico.com
Regional Mgr. Gary Lawson

NEW YORK (LONG ISLAND)
#2714 - **Branch of:** #2699 New England
Northeast Underground, Inc. (Long Island)
Ditch Witch Northeast (Long Island)
925-9 Lincoln Ave.
Holbrook, NY 11741-2200
Attn: Warren Hagenbuch
Speed Dial #: 082
Phone: 631/256-6850
Fax: 631/256-6851
Email: warren@dwne.com
Regional Mgr. Greg Wolfe

(HUB ZONE DEALER)
NORTH CAROLINA (CHARLOTTE)
#1612 - **Branch of:** #PRIMARY
Ditch Witch of Charlotte, Inc.
Ditch Witch of The Carolinas
4600 Reagan Drive
Charlotte, NC 28206-3186
Attn: Steve Neal
Speed Dial #: 108
Phone: 704/596-5700
Fax: 704/596-6681
Email: judyn@dwotc.com
Regional Mgr. John Lamerton

NORTH CAROLINA (RALEIGH)
#1112 - **Branch of:** #PRIMARY
Ditch Witch of North Carolina, Inc.
Ditch Witch of North Carolina, Inc.
329 Hwy 70 East
Garner, NC 27529-4053
Attn: Cliff Starks
Speed Dial #: 110
Phone: 919/772-1214
Fax: 919/772-7937
Email: cstarks@dwnc.com
Regional Mgr. John Lamerton

NORTH DAKOTA
#1124 - **Branch of:** #PRIMARY
Dakota Equipment Corp.
Ditch Witch of North Dakota
2921 Twin City Drive
Mandan, ND 58554-3800
Attn: Alton Larson/Mike Larson
Speed Dial #: 112
Phone: 701/663-9551
Fax: 701/663-0692
Email: mdlarson@midco.net
Regional Mgr. Blaine Easter

NORTH DAKOTA
#2234 - **Branch of:** #1124 North Dakota
Dakota Equipment Corp.
Ditch Witch of North Dakota
1100 Main Avenue West
West Fargo, ND 58078-1331
Attn: Mike Larson
Speed Dial #: 114
Phone: 701/282-3600
Fax: 701/282-3636
Email: mdlarson@midco.net
Regional Mgr. Blaine Easter

OHIO (COLUMBUS)
#2331 - **Branch of:** #PRIMARY Ohio
Ohio Underground, Inc.
Ditch Witch of Ohio, W. PA., & W. NY.
3660 Interchange Rd.
Columbus, OH 43204-1434
Attn: Matt DiIorio
Speed Dial #: 113
Phone: 614/443-9751
Fax: 614/443-9219
Email: mdiiorio@ditchwitchoh.com
Regional Mgr. Roger Layne, Jr.

OKLAHOMA
#1410 - **Branch of:** #PRIMARY
Sooner Equipment Co., Inc.
Ditch Witch of Oklahoma
4501 E. Second
Edmond, OK 73034-7500
Attn: Gary Bridwell
Speed Dial #: 116
Phone: 405/348-4633
Fax: 405/341-7831
Email: gbridwell@ditchwitchok.com
Regional Mgr. Colby Spielbusch

(HUB ZONE DEALER)
OKLAHOMA
#1557 - **Branch of:** #1410 Oklahoma
GKB, Inc.
Ditch Witch of Tulsa
10901 East Eleventh Street
Tulsa, OK 74128-3207
Attn: Dru Bridwell
Speed Dial #: 117
Phone: 918/438-1560
Fax: 918/438-1564
Email: drubridwell@ditchwitchok.com
Regional Mgr. Colby Spielbusch

OREGON
#2305 - **Branch of:** #PRIMARY
PAPE D.W., INC.
Ditch Witch Northwest
7909 N. Upland Drive
Portland, OR 97203-6140
Attn: Steve Jergentz
Speed Dial #: 118
Phone: 503/286-6400
Fax: 503/286-6111
Email: sjergentz@ditchwitchnw.com
Regional Mgr. Blaine Easter

PENNSYLVANIA
#2411 - **Branch of:** #2331 Ohio
Ohio Underground, Inc.
Ditch Witch of Ohio, W. PA., & W. NY.
9052 Marshall Road
Cranberry Township, PA 16066-3606
Attn:
Speed Dial #: 120
Phone: 724/742-2844
Fax: 724/742-2877
Email: mdiiorio@ditchwitchoh.com
Regional Mgr. Roger Layne, Jr.

(HUB ZONE DEALER)
PUERTO RICO
#1344 - **Branch of:** #PRIMARY
Puerto Rico Wire Products, Inc.
P.O. Box 363167
San Juan, Puerto Rico 00936-3167
Attn: Jose Cestero Yordan
Speed Dial #: 023
Phone: 1-(787) 288-8080
Fax: 1-(787) 288-8057
Email: jcestero@msn.com
Regional Mgr. John Lamerton

(HUB ZONE DEALER)
PUERTO RICO / VIRGIN ISLANDS
#1752 - **Branch of:** #1344 Puerto Rico
Puerto Rico Wire Products, Inc.
Reparada Industrial Park
D Street, Lot 35-42
Ponce P.R. 00731
Attn: Jose Lugo
Speed Dial #: 024
Phone: 1-787/259-8080
Fax: 1-787/259-1776
Email: dwponce@ditchwitch.net
Regional Mgr. John Lamerton

SOUTH CAROLINA
#2279 - **Branch of:** #1612 Charlotte
Ditch Witch of Charlotte, Inc.
Ditch Witch of The Carolinas
1201 First Street South Extension
Columbia, SC 29209-3536
Attn: James Kitchen / Jason Burgess
Speed Dial #: 122
Phone: 803/695-5559
Fax: 803/695-5570
Email: chadn@dwotc.com
Regional Mgr. John Lamerton

SOUTH CAROLINA
#2290 - **Branch of:** #1612 Charlotte
Ditch Witch of Charlotte, Inc.
Ditch Witch of The Carolinas
10048 Highway 78
Ladson, SC 29456-3401
Attn: Chad Neal
Speed Dial #: 140
Phone: 843/871-1022
Fax: 843/871-1021
Email: chadn@dwotc.com
Regional Mgr. John Lamerton

SOUTH CAROLINA (GREENVILLE)
#1880 - **Branch of:** #1612 Charlotte
Ditch Witch of Charlotte, Inc.
Ditch Witch of The Carolinas
228 Neely Ferry Road
Simpsonville, SC 29680-6231
Attn: Chad Neal / Matt Lee
Speed Dial #: 160
Phone: 864/963-2300
Fax: 864/963-2417
Email: chadn@dwotc.com
Regional Mgr. John Lamerton

SOUTH DAKOTA
#1516 - **Branch of:** #PRIMARY
Ditch Witch of South Dakota, Inc.
Ditch Witch of South Dakota
27125 Parklane Dr.
Sioux Falls, SD 57106-8000
Attn: Todd Madson
Speed Dial #: 123
Phone: 605/368-2714
Fax: 605/368-2036
Email: tmadson@ditchwitchsd.com
Regional Mgr. Blaine Easter

SOUTH DAKOTA
#2081 - **Branch of:** #1516 Sioux Falls
Ditch Witch of South Dakota
I-90 at Exit 61, 2108 Elk Vale Rd.
Rapid City, SD 57701-8526
Attn: Gary Chytka
Speed Dial #: 124
Phone: 605/342-4485
Fax: 605/342-3903
Email: tmadson@ditchwitchsd.com
Regional Mgr. Blaine Easter

TENNESSEE (KNOXVILLE)
#2730 - **Branch of:** #2729 Tennessee
RJV Equipment, LLC
Ditch Witch of Tennessee
1230 Topside Rd.
Louisville, TN 37777-5505
Attn: Ray Romano
Speed Dial #: 126
Phone: 865/970-2840
Fax: 865/970-7236
Email: ray.romano@rocketmail.com
Regional Mgr. John Lamerton

TENNESSEE (MEMPHIS)
#2037 - **Branch of:** #PRIMARY
NOMA, Inc.
Ditch Witch Mid-South
3681 Old Getwell Road
Memphis, TN 38118-6082
Attn: Matt Sights
Speed Dial #: 125
Phone: 901/365-7400
Fax: 901/365-7403
Email: mattsights@ditchwitchmidsouth.com
Regional Mgr. John Lamerton

TENNESSEE (NASHVILLE)
#2729 - **Branch of:** #PRIMARY Tennessee
RJV Equipment, LLC
Ditch Witch of Tennessee
140 Charter Place
La Vergne, TN 37086-3548
P.O. Box 997, LaVergne, TN 37086-0997
Attn: Ray Romano
Speed Dial #: 127
Phone: 615/793-7576
Fax: 615/793-6026
Email: ray.romano@rocketmail.com
Regional Mgr. John Lamerton

(HUB ZONE DEALER)

TEXAS (LUBBOCK)
#2679 - **Branch of:** #PRIMARY
West-Tex Marketing Ltd.
Ditch Witch Southwest
3123 Slaton Hwy
Lubbock, TX 79404-9706
P. O. Box 3397, Lubbock, TX 79452-3397
Attn: Ashlee Thane
Speed Dial #: 135
Phone: 806/745-6866
Fax: 806/745-6877
Email: ashlee@ditchwitch-sw.com
Regional Mgr. Colby Spielbusch

TEXAS (AMARILLO)
#1536 - **Branch of:** #PRIMARY
Ditch Witch of West Texas, Inc.
Ditch Witch of West Texas, Inc.
8418 Canyon Dr.
Amarillo, TX 79119-7200
P.O. Box 8375, Amarillo, TX 79114-8375
Attn: Lenny Sadler
Speed Dial #: 134
Phone: 806/353-6683
Fax: 806/353-0972
Email: jsadler@ditchwitchwesttexas.com
Regional Mgr. Gary Lawson

TEXAS (AUSTIN)
#1625 - **Branch of:** #1623 Selma
Ditch Witch of Central Texas
12002 North I-35
Austin, TX 78753-2213
Attn: Wayne Orender, Jr.
Speed Dial #: 130
Phone: 512/837-2766
Fax: 512/837-3901
Email: worenderjr@abtech-dist.com
Regional Mgr. Seth Matthesen

TEXAS (BROWNSVILLE)
#1626 - **Branch of:** #1624 Corpus Christi
Valley Ditch Witch
2801 South Expressway 83
Harlingen, TX 78550-7613
Attn: Cliff Coffin
Speed Dial #: 137
Phone: 956/425-4300
Fax: 956/425-4307
Email: rlchew@valleyditchwitch.com
Regional Mgr. Seth Matthesen

(HUB ZONE DEALER

TEXAS (CORPUS CHRISTI)
#1624 - **Branch of:** #PRIMARY
Valley Ditch Witch, Inc.
Valley Ditch Witch, Inc.
949 Cantwell Drive
Corpus Christi, TX 78407-1799
Attn: Dick Chew
Speed Dial #: 136
Phone: 361/884-3959
Fax: 361/884-8450
Email: rlchew@valleyditchwitch.com
Regional Mgr. Seth Matthesen

TEXAS (DALLAS/FT. WORTH)
#1472 - **Branch of:** #PRIMARY
Witch Equipment Company, Inc.
Witch Equipment Company, Inc.
1901 East Loop 820 South
Fort Worth, TX 76112-7802
Attn: Paul Knuckley / Larry Glover
Speed Dial #: 138
Phone: 817/429-4824
Fax: 817/451-3339
Email: lglover@witchequipment.net
Regional Mgr. Seth Matthesen

TEXAS (EL PASO)
#2405 - **Branch of:** #PRIMARY
CM Trenchers, L.L.C.
Ditch Witch Sales And Service, El Paso
10033 Railroad Drive
El Paso, TX 79924-4339
Attn: S. Craig Howard
Speed Dial #: 132
Phone: 915/821-4477
Fax: 915/821-2975
Email: zdigr@sbcglobal.net
Regional Mgr. Tucker Dotson

TEXAS (HOUSTON)
#2506 - **Branch of:** #PRIMARY
Craig Trenching, Ltd.
Ditch Witch of Houston
6807 W. Little York
Houston, TX 77040-4807
Attn: Stanley M. Craig
Speed Dial #: 133
Phone: 713/462-8866
Fax: 713/462-3125
Email: scraig@dwhouston.com
Regional Mgr. Jayson Shields

TEXAS **(SAN ANTONIO)**
#1623 - Branch of: #PRIMARY
Ditch Witch of Central Texas, Inc.
Ditch Witch of Central Texas, Inc.
16465 Interstate 35 North
Selma, TX 78154-1247
Attn: Wayne Orender
Speed Dial #: 128
Phone: 210/651-6393
Fax: 210/651-9469
Email: worenderjr@abtech-dist.com
Regional Mgr. Seth Matthesen

TEXAS (TYLER)
#1559 - **Branch of:** #PRIMARY
Knuckley, Inc.
Ditch Witch of East Texas
7809 U.S. Highway 271
Tyler, TX 75708-4002
Attn: Paul Knuckley/Bart Young
Speed Dial #: 131
Phone: 903/592-6226
Fax: 903/535-9768
Email: pknuckley@witchequipment.net
Regional Mgr. Seth Matthesen

TEXAS (WACO)
#2084 - **Branch of:** #1472 Fort Worth
Witch Equipment Company
411 Enterprise Blvd, So.I-35
Hewitt, TX 76643-4104
Attn: Bill Lawson
Speed Dial #: 139
Phone: 254/666-3344
Fax: 254/666-7985
Email: blawson@witchequipment.net
Regional Mgr. Seth Matthesen

(HUB ZONE DEALER)

UTAH
#2377 - **Branch of:** #1878 Colorado
D2, LLC
Ditch Witch of The Rockies
2520 West 500 South
Salt Lake City, UT 84104-4305
Attn: Leon Zellmann
Speed Dial #: 079
Phone: 801-974-9600
Fax: 801-973-7289
Email: leonzellmann@hotmail.com
Regional Mgr. Tucker Dotson

VIRGINIA
#1618 - **Branch of:** #PRIMARY
Ditch Witch of Roanoke, Inc.
Ditch Witch of Roanoke, Inc.
2355 W. Main
Salem, VA 24153-1467
P.O. Box 280, Salem, VA 24153-0280
Attn: Russell Duncan
Speed Dial #: 142
Phone: 540/387-0429
Fax: 540/387-2601
Email: mduncan@ditchwitchroa.com
Regional Mgr. Greg Wolfe

VIRGINIA
#1693 - **Branch of:** #PRIMARY
DVA, Inc.
Ditch Witch of Virginia
11053 Washington Highway
Glen Allen, VA 23059-1905
Attn: Wyatt Nunnally
Speed Dial #: 143
Phone: 804/798-2590
Fax: 804/798-1213
Email: wnunnally@ditchwitchva.com
Regional Mgr. Greg Wolfe

VIRGINIA
#2082 - **Branch of:** #1693 Virginia
DVA, Inc.
Ditch Witch of Virginia
968 Providence Road
Chesapeake, VA 23325-4203
Attn: Jeff Horton
Speed Dial #: 144
Phone: 757/424-5960
Fax: 757/424-0109
Email: jrhorton@ditchwitchva.com
Regional Mgr. Greg Wolfe

WASHINGTON (SEATTLE)
#2341 - **Branch of:** #2305 Oregon
The PAPE GROUP, Inc.
Ditch Witch Northwest
5931 238th St. S.E.
Woodinville, WA 98072-8603
Attn: Steve Jergentz
Speed Dial #: 145
Phone: 425/483-3341
Fax: 425/485-9526
Email: sjergentz@ditchwitchnw.com
Regional Mgr. Blaine Easter

WEST VIRGINIA
#2260 - **Branch of:** #1618 Roanoke
Ditch Witch of West Virginia
6402 MacCorkle Ave. S.W.
St. Albans, WV 25177-2328
Attn: Pat Duncan
Speed Dial #: 056
Phone: 304/766-7499
Fax: 304/766-7495
Email: pduncan@ditchwitchroa.com
Regional Mgr. Greg Wolfe

WISCONSIN
#2213 - **Branch of:** #1133 Illinois
Ditch Witch of Illinois, Inc.
Ditch Witch Midwest
1305 Sentry Drive
Waukesha, WI 53186-5929
Attn: Mark Harbaugh
Speed Dial #: 149
Phone: 262/547-7737
Fax: 262/547-6429
Email: mharbaugh@ditchwitchmidwest.com
Regional Mgr. Roger Layne, Jr.

WISCONSIN
#2226 - Branch of: #1133 Illinois
Ditch Witch of Illinois, Inc.
Ditch Witch Midwest
2400 Tower Drive
Kaukauna, WI 54130-1180
Attn: Mark Harbaugh
Speed Dial #: 150
Phone: 920/766-2300
Fax: 920/766-2400
Email: mharbaugh@ditchwitchmidwest.com
Regional Mgr. Roger Layne, Jr.

Account Name	Legal Name	Dealer Type	Location Status	Billing Street	Billing Town/City	Billing State	Billing Zip	Billing Country
A & C JCB	A & C FARM SERVICE, INC	Agriculture	HQ	412 BRIDGE ST	PAYNESVILLE	MN	56362	United States
AES JCB	AMERICAN EQUIPMENT SERVICE, INC.	Agriculture; Construction	HQ	3353 GALLIMORE RD	SABINA	OH	45169	United States
AES JCB	AMERICAN EQUIPMENT SERVICE, INC.	Agriculture; Construction	Branch	8410 SHREVE RD	SHREVE	OH	44676	United States
AGPRO JCB	AGPRO Equipment Services, Inc	Agriculture	HQ	201 US HWY 12E	HETTINGER	ND	58639	United States
ALLIED MACHINERY CORP	ALLIED MACHINERY CORP	Compaction; Construction	HQ	94-168 LEOOLE ST	WAIPAHU	HI	96797	United States
ALLIED MACHINERY CORP	ALLIED MACHINERY CORP	Compaction; Construction	Branch	73-4112 HUKILOA DR	KAILUA KONA	HI	96740	United States
ALLIED MACHINERY CORP	ALLIED MACHINERY CORP	Compaction; Construction	Branch	16-220 WILLIAMA PL	KEAAU	HI	96749	United States
ALLIED MACHINERY CORP	ALLIED MACHINERY CORP	Compaction; Construction	Branch	1840 HALEUKANA ST	LIHUE	HI	96766	United States
ALLIED MACHINERY CORP	ALLIED MACHINERY CORP	Compaction; Construction	Branch	240 HOOKAHI ST	WAILUKU	HI	96793	United States
ASSOCIATED SUPPLY CO INC	ASSOCIATED SUPPLY CO INC	Agriculture; Construction	HQ	2102 E SLATON HWY	LUBBOCK	TX	79404	United States
ASSOCIATED SUPPLY CO INC	ASSOCIATED SUPPLY CO INC	Agriculture; Construction	Branch	2900 HENRY S GRACE FRWY	WICHITA FALLS	TX	76301	United States
ASSOCIATED SUPPLY CO INC	ASSOCIATED SUPPLY CO INC	Agriculture; Construction	Branch	3412 KERMIT HWY	ODESSA	TX	79764	United States
ASSOCIATED SUPPLY CO INC	ASSOCIATED SUPPLY CO INC	Agriculture; Construction	Branch	108 SOUTH MAPLE ST	CLOVIS	NM	88101	United States
ASSOCIATED SUPPLY CO INC	ASSOCIATED SUPPLY CO INC	Agriculture; Construction	Branch	7576 INTERSTATE 40 E	AMARILLO	TX	79118	United States
ATLANTA JCB	Atlanta Equipment & Manufacturing LLC	Agriculture; Construction	HQ	879 PICKENS INDUSTRIAL DRIVE EXT.	MARIETTA	GA	30062	United States
ATLANTIC DIVING SUPPLY INC	ATLANTIC DIVING SUPPLY, INC.	Construction; Industrial	Governmental Dealer	621 LYNNHAVEN PKWY	VIRGINIA BEACH	VA	23452	United States
BERRY TRACTOR & EQUIPMENT	BERRY COMPANIES INC.	Agriculture; Construction	Branch	3830 W. JONES	GARDEN CITY	KS	67846	United States
BERRY TRACTOR & EQUIPMENT	BERRY COMPANIES INC.	Agriculture; Construction	HQ	3223 N. HYDRAULIC	WICHITA	KS	68219	United States
BERRY TRACTOR & EQUIPMENT	BERRY COMPANIES INC.	Agriculture; Construction	Branch	2060 NORTH WEST BY-PASS	SPRINGFIELD	MO	65619	United States
BERRY TRACTOR & EQUIPMENT	BERRY COMPANIES INC.	Agriculture; Construction	Branch	1750 SW 41ST STREET	TOPEKA	KS	66546	United States
BERRY TRACTOR & EQUIPMENT	BERRY COMPANIES INC.	Agriculture; Construction	Branch	930 S. WEST STREET	WICHITA	KS	67213	United States
BLACK JCB	BLACK EQUIPMENT	Compaction; Construction; Industrial	Branch	5119 CHARTER OAK DR	PADUCAH	KY	42001	United States
BLACK JCB	BLACK EQUIPMENT	Compaction; Construction; Industrial	Branch	2685 PEMBROKE RD	HOPKINSVILLE	KY	42240	United States
BLACK JCB	BLACK EQUIPMENT	Compaction; Construction; Industrial	HQ	1187 BURCH DR.	EVANSVILLE	IN	47725	United States
BOONE JCB	CONSOLIDATED EQUIPMENT SALES, INC.	Access; Construction	HQ	150 Schuler Drive	BARDSTOWN	KY	40004	United States
BOSS JCB	BOSSTX, LLC.	Construction	HQ	809 Steve Hawkins Pkwy.	MARBLE FALLS	TX	78654	United States
BRIGGS JCB	Briggs Equipment INC	Compaction; Construction	Branch	5511 E Shelby Dr	MEMPHIS	TN	38141	United States
BRIGGS JCB	BRIGGS EQUIPMENT INC	Construction	Branch	181 Riverbend Drive	ST. ROSE	LA	70087	United States
BRIGGS JCB	Briggs Equipment INC	Compaction; Construction	HQ	10540 Stemmons Freeway	DALLAS	TX	75220	United States
BRIM JCB	BRIM TRACTOR COMPANY INC	Agriculture	Branch	4720 RIDGE DR NE	SALEM	OR	97301	United States
BRIM JCB	BRIM TRACTOR COMPANY INC	Agriculture	Branch	90330 Hwy 99 North	EUGENE	OR	97402	United States
BRIM JCB	BRIM TRACTOR COMPANY INC	Agriculture	HQ	350 S. DUFFNER DR. SUITE B	LYNDEN	WA	98264	United States
BRIM JCB	BRIM TRACTOR COMPANY, INC	Agriculture	Branch	219 FRONTAGE ROAD NORTH, SUITE B	PACIFIC	WA	98047	United States
BUCK AND KNOBBY JCB	Buck and Knobby Equipment LLC	Compaction; Construction	HQ	9127 Airport Highway	HOLLAND	OH	43528	United States
BUCK AND KNOBBY JCB	Buck and Knobby Equipment, LLC.	Compaction; Construction	Branch	6220 STERNS ROAD	OTTAWA LAKE	MI	49267	United States
BURNS JCB	BURNS INDUSTRIAL EQUIPMENT, INC.	Compaction; Construction	Branch	8155 ROLL & HOLD PKWY	MACEDONIA	OH	44056	United States
BURNS JCB	BURNS INDUSTRIAL EQUIPMENT, INC.	Compaction; Construction	HQ	210 Thorn Hill Road	WARRENDALE	PA	15086	United States
CASEY JCB	CASEY EQUIPMENT	Access; Compaction; Construction	HQ	1603 E ALGONQUIN RD	ARLINGTON HEIGTS	IL	60005	United States
CASEY JCB	CASEY EQUIPMENT	Access; Compaction; Construction	Branch	16754 NEW AVE	LEMONT	IL	60439	United States
CASEY JCB	CASEY EQUIPMENT	Access; Compaction; Construction	Branch	1548 HUNTWOOD RD	CHERRY VALLEY	IL	61016	United States
CENTRAL CALIFORNIA POWER	CENTRAL CALIFORNIA POWER	Construction	HQ	19487 Broken Ct	SHAFTER	CA	93263-3146	United States
CENTRAL MACHINERY SALES INC	CENTRAL MACHINERY SALES, INC	Agriculture	HQ	1201 YONEZAWA BLVD	MOSES LAKE	WA	98837	United States
CENTRAL MACHINERY SALES INC	CENTRAL MACHINERY SALES, INC	Agriculture	Branch	78112 HWY 207	HERMISTON	OR	97838	United States
CENTRAL MACHINERY SALES INC	CENTRAL MACHINERY SALES, INC	Agriculture	Branch	207 WEST SOUTHHILL ROAD	SUNNYSIDE	WA	98944	United States
CENTRAL MACHINERY SALES INC	CENTRAL MACHINERY SALES, INC	Agriculture	Branch	1802 E. JAMES ST	PASCO	WA	99301	United States
CHESAPEAKE JCB	The Chesapeake Supply & Equipment Co.	Compaction; Construction	Branch	12915 S Dupont HWY	FELTON	DE	19943	United States
CHESAPEAKE JCB	The Chesapeake Supply & Equipment Co.	Compaction; Construction	HQ	8366 Washington Blvd	SAVAGE	MD	20793	United States
CISCO JCB	CISCO Equipment Sales, LLC	Construction	HQ	520 SE LOOP 338	ODESSA	TX	79762	United States
CISCO JCB	CISCO Equipment Sales, LLC	Construction	Branch	620 N BELL ST	SAN ANGELO	TX	76903	United States
COLE JCB	COLE IMPLEMENT INC.	Agriculture	HQ	901 WEST GROVE ST	MEDIA	IL	61460-0719	United States
Company Wrench	JCB Inc	Construction	HQ	-	-	-	-	United States
COMPANY WRENCH JCB	Company Wrench, Ltd.	Construction	Branch	4825 Scooby Ln. - Building A	CARROLL	OH	43112	United States
COMPANY WRENCH JCB	Company Wrench, LTD.	Construction	Branch	125 WILSON MILLS EXTENSION	SMITHFIELD	NC	27577	United States
COMPANY WRENCH JCB	Company Wrench, LTD.	Construction	Branch	141 BRICKYARD RD.	LEXINGTON	SC	29072	United States
COMPANY WRENCH JCB	Company Wrench, Ltd.	Construction	Branch	11301 Reames Rd.	CHARLOTTE	NC	28269	United States
CONTINENTAL DISTRIBUTING CORP (AIS)	CONTINENTAL DISTRIBUTING CORP	Access; Agriculture; Construction	HQ	600 AIS DR SW	GRAND RAPIDS	MI	49548	United States
CONTINENTAL DISTRIBUTING CORP (AIS)	CONTINENTAL DISTRIBUTING CORP	Access; Agriculture; Construction	Branch	65809 GRATIOT AVE	LENOX	MI	48050	United States
CONTINENTAL DISTRIBUTING CORP (AIS)	CONTINENTAL DISTRIBUTING CORP	Access; Agriculture; Construction	Branch	4600 AIS DR	BRIDGEPORT	MI	48722	United States
CONTINENTAL DISTRIBUTING CORP (AIS)	CONTINENTAL DISTRIBUTING CORP	Access; Agriculture; Construction	Branch	3600 N GRAND RIVER AVE	LANSING	MI	48906	United States
CONTINENTAL DISTRIBUTING CORP (AIS)	CONTINENTAL DISTRIBUTING CORP	Access; Agriculture; Construction	Branch	8300 M-72 EAST	WILLIAMSBURG	MI	49690	United States
CONTINENTAL DISTRIBUTING CORP (AIS)	CONTINENTAL DISTRIBUTING CORP	Access; Agriculture; Construction	Branch	56555 PONTIAC TR	NEW HUDSON	MI	48165	United States
COURTLAND JCB	COURTLAND WASTE HANDLING, INC.	Agriculture	HQ	316 4th Street PO Box 34	COURTLAND	MN	56021	United States

Account Name	Legal Name	Dealer Type	Location Status	Billing Street	Billing Town/City	Billing State	Billing Zip	Billing Country
CSTK JCB	CSTK INC	Access; Compaction; Construction	Branch	401 SHAWNEE AVENUE	KANSAS CITY	KS	66213	United States
CSTK JCB	CSTK Inc.	Access; Compaction; Construction	Branch	400 SHAWNEE AVE	KANSAS CITY	KS	66213	United States
CSTK JCB	CSTK Inc.	Access; Compaction; Construction	HQ	7200W 132ND ST #270	OVERLAND PARK	KS	66213	United States
DEEP SOUTH JCB	DEEP SOUTH EQUIPMENT COMPANY	Access; Compaction; Construction	Branch	1150 Le Blanc Rd	PORT ALLEN	LA	70767-3248	United States
DEEP SOUTH JCB	DEEP SOUTH EQUIPMENT COMPANY	Access; Construction	Branch	8489 W Oaklawn Rd	BILOXI	MS	39532-7714	United States
DEEP SOUTH JCB	DEEP SOUTH EQUIPMENT COMPANY	Access; Compaction; Construction	Branch	340 AIRPORT RD	JACKSON	MS	39208	United States
DEEP SOUTH JCB	DEEP SOUTH EQUIPMENT COMPANY	Access; Compaction; Construction	Branch	6851 Greenwood Rd	SHREVEPORT	LA	71119-8319	United States
DEEP SOUTH JCB	DEEP SOUTH EQUIPMENT COMPANY	Access; Compaction; Construction	HQ	4201 Michoud Blvd	NEW ORLEANS	LA	70129-2262	United States
DIESEL MACHINERY INC	DIESEL MACHINERY INC	Agriculture; Compaction; Construction	HQ	4301 N CLIFF AVE	SIOUX FALLS	SD	57104	United States
DIESEL MACHINERY INC	DIESEL MACHINERY INC	Agriculture; Compaction; Construction	Branch	39288 133RD ST	ABERDEEN	SD	57401	United States
DIESEL MACHINERY INC	DIESEL MACHINERY INC	Agriculture; Compaction; Construction	Branch	3801 N DEADWOOD AVE	RAPID CITY	SD	57702	United States
DINKEL'S JCB	DINKEL IMPLEMENT CO.	Agriculture; Construction	HQ	3615 W NORFOLK AVE	NORFOLK	NE	68701	United States
DINKEL'S JCB	DINKEL IMPLEMENT CO.	Agriculture; Construction	Branch	151 RAILROAD ST	SCRIBNER	NE	68057	United States
EARTHBORNE JCB	EARTHBORNE INC	Compaction; Construction	Branch	160 TITUS AVE	WARRINGTON	PA	18976	United States
EARTHBORNE JCB	EARTHBORNE INC	Compaction; Construction	HQ	35 EASTON RD	WARRINGTON	PA	18976	United States
EDWARD EHRBAR INC	F AND M EQUIPMENT, LTD.	Compaction; Construction	HQ	4 EXECUTVE PLAZA SUITE 155	YONKERS	NY	10701	United States
EDWARD EHRBAR INC	F AND M EQUIPMENT, LTD.	Compaction; Construction	Branch	601 COATES AVE	HOLBROOK	NY	11741	United States
EDWARD EHRBAR INC	F AND M EQUIPMENT, LTD.	Compaction; Construction	Branch	42 KENOSIA AVE	DANBURY	CT	6801	United States
EKA	EARLE KINLAW & ASSOCIATES INC	Agriculture; Construction	Governmental Dealer	2166 W Park Ct., Suite A	STONE MOUNTAIN	GA	30087-3546	United States
ELWOOD JCB	JIM ELWOOD IMPLEMENT INC	Agriculture	HQ	1855 F52 TRAIL	WILLIAMSBURG	IA	52361	United States
ESI JCB	EQUIPMENT SOURCE, INC.	Construction	Branch	7780 OLD SEWARD HWY	ANCHORAGE	AK	99518	United States
ESI JCB	EQUIPMENT SOURCE, INC.	Construction	HQ	1919 VAN HORN RD	FAIRBANKS	AK	99701	United States
FAIRCHILD JCB	FAIRCHILD EQUIPMENT, INC.	Access; Compaction; Construction; Industrial	Branch	15735 CENTRAL AVE	HAM LAKE	MN	55304	United States
FAIRCHILD JCB	FAIRCHILD EQUIPMENT, INC.	Access; Agriculture; Compaction; Construction; Industrial	HQ	2140 HUTSON ROAD	GREEN BAY	WI	54303	United States
FAIRCHILD JCB	FAIRCHILD EQUIPMENT INC.	Access; Agriculture; Construction	Branch	711 HINKLE STREET	GREEN BAY	WI	54303	United States
FAIRCHILD JCB	FAIRCHILD EQUIPMENT, INC.	Access; Compaction; Construction; Industrial	Branch	3100 HIGHWAY 13 WEST	BURNSVILLE	MN	55337	United States
FAIRCHILD JCB	FAIRCHILD EQUIPMENT, INC.	Access; Agriculture; Compaction; Construction; Industrial	Branch	5217 Heffron Ct	STEVENS POINT	WI	54481	United States
FARM-RITE INC	FARM RITE INC	Construction; Agriculture, Compaction	HQ	122 OLD COHANSEY RD	BRIDGETON	NJ	8302	United States
FARM-RITE INC	FARM RITE INC	Construction; Agriculture, Compaction	Branch	717 WHITE HORSE PIKE	HAMMONTON	NJ	8037	United States
FLASKA JCB	Forklift Exchange Inc.	Access; Compaction; Construction	Branch	1585 E 69th Ave	DENVER	CO	80229-7308	United States
FLASKA JCB	FORKLIFT EXCHANGE INC	Access; Compaction; Construction	HQ	6499 W 65th St	CHICAGO	IL	60638-5118	United States
FLASKA JCB	FORKLIFT EXCHANGE, INC.	Access; Compaction; Construction	Branch	2240 W Buckeye Rd	PHOENIX	AZ	85009-5847	United States
GENERAL EQUIPMENT & SUPPLIES INC	GENERAL EQUIPMENT & SUPPLIES, INC.	Compaction; Construction	Branch	4082 2ND AVE WEST	WILLISTON	ND	58801-2727	United States
GENERAL EQUIPMENT & SUPPLIES INC	GENERAL EQUIPMENT & SUPPLIES, INC.	Compaction; Construction	HQ	4300 W MAIN AVE	FARGO	ND	58103	United States
GENERAL EQUIPMENT & SUPPLIES INC	GENERAL EQUIPMENT & SUPPLIES, INC.	Compaction; Construction	Branch	3500 APPLE CREEK RD	BISMARCK	ND	58504	United States
GENERAL EQUIPMENT & SUPPLIES INC	GENERAL EQUIPMENT & SUPPLIES, INC.	Compaction; Construction	Branch	905 20TH AVE SE	MINOT	ND	58701	United States
GHS JCB	GENEVA IMPLEMENT CO.	Agriculture; Construction	Branch	215 N. 13TH ST	HEBRON	NE	68370	United States
GHS JCB	GENEVA IMPLEMENT CO.	Agriculture; Construction	Branch	1220 E 3RD ST	SUPERIOR	NE	68978	United States
GHS JCB	GENEVA IMPLEMENT CO.	Agriculture; Construction	HQ	1411 N 13TH ST	GENEVA	NE	68361	United States
HANEY JCB	Haney Equipment	Agriculture	HQ	1702 HWY 72 E	ATHENS	AL	35613	United States
HANEY JCB	Haney Equipment	Agriculture	Branch	9701 - 9899 University of N Alabama Hwy	WEST PONIT	AL	35179	United States
HAWKE JCB	HAWKE & COMPANY AG SYSTEMS, INC.	Agriculture	HQ	1605 3RD AVE	ALTON	IA	51003	United States
HENDERSHOT JCB	Hendershot Equipment Company Inc.	Construction	HQ	935 E. South Loop	STEPHENVILLE	TX	76401	United States
HENDERSHOT JCB	Hendershot Equipment Company Inc	Construction	Branch	1841 North US Hwy 287	DECATUR	TX	76234	United States
HLAVINKA JCB	THE HALVINKA EQUIPMENT COMPANY	Agriculture; Construction	HQ	17405 Hwy 90A	EAST BERNARD	TX	77435	United States
HLAVINKA JCB	THE HALVINKA EQUIPMENT COMPANY	Agriculture; Construction	Branch	7105 U.S. HIGHWAY 59N	VICTORIA	TX	77905	United States
HLAVINKA JCB	THE HLAVINKA EQUIPMENT COMPANY	Agriculture; Construction	Branch	2075 U.S. HWY 90	NOME	TX	77629	United States
HLAVINKA JCB	THE HLAVINKA EQUIPMENT COMPANY	Agriculture; Construction	Branch	3709 U.S. 59	ROSENBERG	TX	77471	United States
HLAVINKA JCB	THE HALVINKA EQUIPMENT COMPANY	Agriculture; Construction	Branch	418 Kirkpatrick St	TAFT	TX	78390	United States
HOFFMAN EQUIPMENT CO	HOFFMAN EQUIPMENT CO	Compaction; Construction	HQ	300 S Randolphville Rd	PISCATAWAY	NJ	8855	United States
HOOBER INC	HOOBER INC	Agriculture	Branch	7261 HAYWARD ROAD	POCOMOKE	MD	21851	United States
HOOBER INC	Hoober Inc	Agriculture	Branch	1003 Tibbetts Lane	NEW WINDSOR	MD	21776	United States
HOOBER INC	HOOBER INC	Agriculture	Branch	43 INDUSTRIAL CIRCLE	MIFFLINTOWN	PA	17059	United States
HOOBER INC	HOOBER INC	Agriculture	Branch	6367 A STEIN HWY	SEAFORD	DE	19973	United States
HOOBER INC	HOOBER INC	Agriculture	Branch	975 S MAIN ST	CHAMBERSBURG	PA	17201	United States
HOOBER INC	HOOBER INC	Agriculture	HQ	3452 OLD PHILA PIKE	INTERCOURSE	PA	17534	United States
HOOBER INC	HOOBER INC	Agriculture	Branch	10450 Success Street	ASHLAND	VA	23005	United States
HOOBER INC	HOOBER INC	Agriculture	Branch	1130 MIDDLETOWN WARWICK RD	MIDDLETOWN	DE	19709	United States

Account Name	Legal Name	Dealer Type	Location Status	Billing Street	Billing Town/City	Billing State	Billing Zip	Billing Country
HORIZON WEST JCB	HORIZON WEST INC	Agriculture	Branch	525 Parkland Dr	SIDNEY	NE	69162	United States
HORIZON WEST JCB	HORIZON WEST INC.	Agriculture	HQ	2401 W 20TH ST	SCOTTSBLUFF	NE	69361	United States
J & S REPAIR	J & S REPAIR, LLC	Agriculture; Construction	Branch	44490 US-52	ZUMBROTA	MN	55992	United States
J & S REPAIR	J&S REPAIR, LLC.	Agriculture; Construction	HQ	505 2Nd Street Ne P.O. Box 56	GRAND MEADOW	MN	55936	United States
JCB OF ALABAMA	SOUTHLAND MACHINERY	Access; Compaction; Construction; Industrial	HQ	8920 WEAVER AVE NE	LEEDS	AL	35094	United States
JCB OF ARKANSAS	LIFT TRUCK SERVICE	Compaction; Construction	Branch	1211 ESI DR	SPRINGDALE	AR	72764	United States
JCB OF ARKANSAS	LIFT TRUCK SERVICE	Compaction; Construction	Branch	2313 E 2ND ST	RUSSELLVILLE	AR	72801	United States
JCB OF ARKANSAS	LIFT TRUCK SERVICE	Compaction; Construction	Branch	2530 CO-OP DR	VAN BUREN	AR	72956	United States
JCB OF ARKANSAS	LIFT TRUCK SERVICE	Compaction; Construction	HQ	12829 INTERSTATE 30	LITTLE ROCK	AR	72209	United States
JCB OF CHATTANOOGA	MID-SOUTH EQUIPMENT CO	Access; Compaction; Construction	HQ	1609 CHURCH RD	CHATTANOOGA	TN	37421	United States
JCB OF IDAHO	SCHOW'S INC	Access; Construction	HQ	360 S. 400 W.	HEYBURN	ID	83336	United States
JCB OF IDAHO	SCHOW'S INC	Access; Construction	Branch	6754 W OVERLAND DR	IDAHO FALLS	ID	83402	United States
JCB OF LAS VEGAS	Southwest Material Handling, Inc.	Access; Compaction; Construction; Industrial	Branch	2935 Lincoln Rd	LAS VEGAS	NV	89115-3301	United States
JCB OF SOUTHERN CALIFORNIA	YALE CHASE	Access; Construction; Industrial	HQ	2615 Pellissier Pl	CITY OF INDUSTRY	CA	90601-1508	United States
JCB OF SOUTHERN CALIFORNIA	YALE CHASE	Access; Construction; Industrial	Branch	26007 Huntington Ln Ste 3	VALENCIA	CA	91355-4668	United States
JCB OF SOUTHERN CALIFORNIA	YALE CHASE	Access; Construction; Industrial	Branch	2870 Executive Pl	ESCONDIDO	CA	92029-1524	United States
JCB OF SOUTHERN CALIFORNIA	YALE CHASE	Access; Construction; Industrial	Branch	15591 Computer Ln	HUNTINGTON BEACH	CA	92649-1605	United States
JCB OF SOUTHERN CALIFORNIA	YALE CHASE	Access; Construction; Industrial	Branch	8089 Cherry Ave	FONTANA	CA	92336-4018	United States
JCB OF SOUTH FLORIDA	FLORIDA COAST EQUIPMENT INC.	Agriculture; Construction	HQ	357 Pike Rd	WEST PALM BEACH	FL	33411	United States
JCB OF SOUTH FLORIDA	FLORIDA COAST EQUIPMENT INC.	Agriculture; Construction	Branch	6000 Orange Ave	FT PIERCE	FL	34947	United States
JORDAN IMPLEMENT CO	JORDAN IMPLEMENT CO	Compaction; Construction	HQ	1280 E MAIN ST	BRAWLEY	CA	92227	United States
JORDAN IMPLEMENT CO	JORDAN IMPLEMENT CO	Compaction; Construction	Branch	212 N CARLTON	BLYTHE	CA	92225	United States
JORDAN IMPLEMENT CO	JORDAN IMPLEMENT CO	Compaction; Construction	Branch	950 S DOGWOOD RD	EL CENTRO	CA	92243	United States
KANEQUIP JCB	KANEQUIP INC.	Agriculture; Construction	Branch	704 E. KUNKLE DRIVE	ELLSWORTH	KS	67439	United States
KANEQUIP JCB	KANEQUIP INC.	Agriculture; Construction	HQ	18035 E HWY 24	WAMEGO	KS	66547	United States
KANEQUIP JCB	KANEQUIP INC.	Agriculture; Construction	Branch	330 17th Street	SYRACUSE	NE	68446	United States
KANEQUIP JCB	KANEQUIP INC.	Agriculture; Construction	Branch	2701 W. JONES	GARDEN CITY	KS	67846	United States
LIFTECH JCB	LIFTECH EQUIPMENT COMPANIES INC	Access; Compaction; Construction; Industrial	HQ	6847 ELLICOTT DR	E SYRACUSE	NY	13057	United States
LIFTECH JCB	LIFTECH EQUIPMENT COMPANIES INC	Access; Compaction; Construction; Industrial	Branch	33B COMMERCE AVE	S BURLINGTON	VT	5403	United States
LIFTECH JCB	LIFTECH EQUIPMENT COMPANIES INC	Access; Compaction; Construction; Industrial	Branch	2820 CURRY RD	SCHENECTADY	NY	12303	United States
LIFTECH JCB	LIFTECH EQUIPMENT COMPANIES INC	Access; Compaction; Construction; Industrial	Branch	535 VESTAL PKWY W	VESTAL	NY	13850	United States
LIFTECH JCB	LIFTECH EQUIPMENT COMPANIES INC	Access; Compaction; Construction; Industrial	Branch	4381 WALDEN AVE	LANCASTER	NY	14086	United States
LIFTECH JCB	LIFTECH EQUIPMENT COMPANIES INC	Access; Compaction; Construction; Industrial	Branch	241 PAUL RD	ROCHESTER	NY	14624	United States
LINDSTROM EQUIPMENT	LINDSTROM EQUIPMENT INC	Agriculture	Branch	E 6091 578TH AVE	MENOMONIE	WI	54751	United States
LINDSTROM EQUIPMENT	LINDSTROM EQUIPMENT INC	Agriculture	HQ	S 927 COUNTY RD J	MODENA	WI	54755	United States
LOW COUNTRY JCB	LOW COUNTRY MACHINERY	Access; Compaction; Construction	HQ	1008 HWY 80 E	POOLER	GA	31322	United States
MACKINNON JCB	BRIGGS EQUIPMENT INC	Access; Agriculture; Construction; Industrial	Branch	1915 N ORANGE BLOSSOM TRAIL	ORLANDO	FL	32804	United States
MACKINNON JCB	BRIGGS EQUIPMENT INC	Access; Agriculture; Construction; Industrial	HQ	2230 N Us Hwy 301	TAMPA	FL	33619	United States
MACKINNON JCB	BRIGGS EQUIPMENT INC	Access; Agriculture; Construction; Industrial	Branch	2755 MARSHALL DR	TIFTON	GA	31793	United States
MACKINNON JCB	BRIGGS EQUIPMENT INC	Access; Agriculture; Construction; Industrial	Branch	6907 BROADWAY AVE	JACKSONVILLE	FL	32254	United States
MACKINNON JCB	BRIGGS EQUIPMENT INC	Access; Agriculture; Construction; Industrial	Branch	5566 6TH ST W	LEHIGH ACRES	FL	33971	United States
MERIDIAN JCB	MERIDIAN UTILITY EQUIPMENT SALES, INC.	Access; Construction	HQ	1315 Vinci Ave	SACRAMENTO	CA	95838-1727	United States
MERIDIAN JCB	MERIDIAN UTILITY EQUIPMENT SALES, INC.	Construction	Branch	38532 Kentucky Ave	WOODLAND	CA	95695-5835	United States
MH JCB	M H EQUIPMENT COMPANY	Construction	HQ	8901 N. Industrial Road	PEORIA	IL	61615	United States
MH JCB	MH EQUIPMENT COMPANY	Construction	Branch	15333 W. COMMERCE	DALEVILLE	IN	47334	United States
MH JCB	MH EQUIPMENT	Construction	Branch	5859 W RAYMOND ST	INDIANAPOLIS	IN	46241	United States
MITCHELL JCB	Mitchell Implement, LLC dba Mitchell Equipment	Agriculture	HQ	311 S HWY 11	ATKINSON	NE	68713	United States
MOBILE JCB	Mobile Ag and Industrial Supply, Inc.	Agriculture	HQ	4310 Rosedale Hwy	BAKERSFIELD	CA	93308	United States
MONK JCB	JCB HOUSTON, LLC.	Construction	HQ	3123 Farrell Rd	HOUSTON	TX	77073-3827	United States
N & S NORTH, INC.	N & S NORTH, INC.	Agriculture; Construction	Branch	3056 Colusa Highway	YUBA CITY	CA	95993	United States
N & S NORTH, INC.	N & S NORTH, INC.	Agriculture; Construction	HQ	1960 HW 20	COLUSA	CA	95932	United States
N & S TRACTOR COMPANY INC	N & S TRACTOR COMPANY INC	Agriculture; Construction	Branch	600 South Highway 59	MERCED	CA	95340	United States
N & S TRACTOR COMPANY INC	N & S TRACTOR COMPANY INC	Agriculture; Construction	Branch	1340 W.Charter Way	STOCKTON	CA	95206	United States
N & S TRACTOR COMPANY INC	N & S TRACTOR COMPANY INC	Agriculture; Construction	HQ	1215 W GLENWOOD AVE	TURLOCK	CA	95380	United States
NORLIFT JCB	NORLIFT INC.	Access; Construction	HQ	512 N. Fancher	SPOKANE	WA	99212	United States
NORTHLAND JCB	NORTHLAND INDUSTRIAL TRUCK CO., INC	Access; Compaction; Construction; Industrial	Branch	150 N. PLAINS INDUSTRIAL ROAD	WALLINGFORD	CT	6492	United States

Account Name	Legal Name	Dealer Type	Location Status	Billing Street	Billing Town/City	Billing State	Billing Zip	Billing Country
NORTHLAND JCB	NORTHLAND INDUSTRIAL TRUCK CO., INC	Access; Compaction; Construction; Industrial	Branch	23 FOSS RD	LEWISTON	ME	4240	United States
NORTHLAND JCB	NORTHLAND INDUSTRIAL TRUCK CO., INC	Access; Compaction; Construction; Industrial	Branch	3 CHALET RD	MIDDLEBOROUGH	MA	2346	United States
NORTHLAND JCB	NORTHLAND INDUSTRIAL TRUCK CO., INC	Access; Compaction; Construction; Industrial	HQ	6 JONSPIN RD	WILMINGTON	MA	1887	United States
NORTHLAND JCB	NORTHLAND INDUSTRIAL TRUCK CO., INC	Access; Compaction; Construction; Industrial	Branch	114 HALL STREET	CONCORD	NH	3301	United States
NORTHLAND JCB	NORTHLAND INDUSTRIAL TRUCK CO., INC	Access; Compaction; Construction; Industrial	Branch	230 CHERRY ST	SHREWSBURY	MA	1545	United States
ORTONS EQUIPMENT CO INC	ORTONS EQUIPMENT CO INC	Compaction; Construction	HQ	20280 MAIN ST	STRATFORD	CA	93266	United States
OVERSON'S JCB	OVERSON'S FARM CENTER, INC.	Agriculture; Construction	Branch	90 NORTH 400 EAST	DELTA	UT	84624	United States
OVERSON'S JCB	OVERSON'S FARM CENTER, INC.	Agriculture; Construction	Branch	1190 EAST 630	RICHFIELD	UT	84701	United States
OVERSON'S JCB	OVERSON'S FARM CENTER INC.	Agriculture; Construction	HQ	2240 W 400 N	CEDAR CITY	UT	84720	United States
PACIFIC JCB	FORKLIFT SERVICES OF AMERICA	Access; Construction	HQ	700 S. Chicago St.	SEATTLE	WA	98108	United States
PACIFIC JCB	FORKLIFT SERVICES OF AMERICA	Access; Construction	Branch	13805 NE SANDY BLVD	PORTLAND	OR	97230	United States
PARKER JCB	PARKER & SONS EQPT. INC.	Agriculture	HQ	6621 SOUTH STATE RD 15	CLAYPOOL	IN	46510	United States
PARMER COUNTY JCB	PARMER COUNTY IMPLEMENT COMPANY, INC.	Agriculture	HQ	1690 W. US HWY 60	FRIONA	TX	79035	United States
P BRADLEY JCB	P BRADLEY & SONES LLC	Agriculture	HQ	750 Massanutten St	HARRISONBURG	VA	22802	United States
PEAK JCB	Thermoking Intermountain, Inc.	Access; Compaction; Construction	Branch	8303 South Federal Way	BOISE	ID	83716	United States
PEAK JCB	Thermo King Intermountain Inc.	Access; Compaction; Construction	HQ	2424 South 5370	WEST VALLEY CITY	UT	84120	United States
PROCON JCB	PROCON, LLC	Access; Compaction; Construction	HQ	461 Pioneer Pl	LAS CRUCES	NM	88005-3948	United States
QMC JCB	Quality Machinery	Agriculture	HQ	3820 SOUTH K ST	TULARE	CA	93274	United States
RITCHIE IMPLEMENT INC	RITCHIE IMPLEMENT INC	Agriculture	HQ	507 W MAIN ST	COBB	WI	53526	United States
RITCHIE IMPLEMENT INC	RITCHIE IMPLEMENT INC	Agriculture	Branch	1849 ERVIN JOHNSON DR	DARLINGTON	WI	53530	United States
RITCHIE IMPLEMENT INC	RITCHIE IMPLEMENT INC	Agriculture	Branch	100 W INDUSTRIAL DR	BARNEVELD	WI	53507	United States
ROAD MACHINERY & SUPPLIES CO	ROAD MACHINERY & SUPPLIES CO	Agriculture; Construction	HQ	5633 W HWY 13	SAVAGE	MN	55378	United States
ROAD MACHINERY & SUPPLIES CO	ROAD MACHINERY & SUPPLIES CO	Agriculture; Construction	Branch	75 US HWY 41	NEGAUNEE	MI	19866	United States
ROEDER BROS INC	Roeder Bros., Incorporated	Agriculture	Branch	1176 200TH AVE	MAQUOKETA	IA	52060	United States
ROEDER BROS INC	Roeder Bros., Incorporated	Agriculture	HQ	900 State St	BELLEVUE	IA	52031	United States
RON'S EQUIPMENT COMPANY INC	RON'S EQUIPMENT COMPANY, INC	Agriculture; Construction	HQ	906 NORTH HWY 287	FORT COLLINS	CO	80524	United States
ROTHER BROS. INC JCB	ROTHER BROS., INC	Agriculture	Branch	10010 US HWY 183	CLINTON	OK	73601	United States
ROTHER BROS. INC JCB	ROTHER BROS., INC.	Agriculture	Branch	120 WALDON DR	FAIRVIEW	OK	73737	United States
ROTHER BROS. INC JCB	ROTHER BROS., INC.	Agriculture	HQ	19299 US Hwy 81	KINGFISHER	OK	73750	United States
RUETERS RED POWER	RUETERS RED POWER	Agriculture; Construction	Branch	4730 S. York Street	SIOUX CITY	IA	51106	United States
RUETERS RED POWER	RUETERS RED POWER	Agriculture; Construction	HQ	HWY 30 W	GRAND JUNCTION	IA	50107	United States
RUETERS RED POWER	RUETERS RED POWER	Agriculture; Construction	Branch	1827 Tieken Rd	OSCEOLA	IA	50014	United States
RUETERS RED POWER	RUETERS RED POWER	Agriculture; Construction	Branch	2425 NE 126TH ST	ELKHART	IA	50073	United States
RUETERS RED POWER	RUETERS RED POWER	Agriculture; Construction	Branch	1132 31ST AVE	COUNCIL BLUFFS	IA	51401	United States
RUETERS RED POWER	RUETERS RED POWER	Agriculture; Construction	Branch	1803 RADIANT ROAD	CARROLL	IA	51401	United States
SCHOLTENS EQUIPMENT INC	SCHOLTENS EQUIPMENT INC	Agriculture; Construction	HQ	8223 GUIDE MERIDIAN	LYNDEN	WA	98264	United States
SCHOLTENS EQUIPMENT INC	SCHOLTENS EQUIPMENT INC	Agriculture; Construction	Branch	9534 GREEN RD	BURLINGTON	WA	98233	United States
SHAFER EQUIPMENT	SHAFER EQUIPMENT COMPANY, INC.	Construction	HQ	955 Greg St	SPARKS	NV	89431-6002	United States
SIEVERS JCB	SIEVERS EQUIPMENT CO	Access; Agriculture; Construction	HQ	406 N OLD US RTE 66	HAMEL	IL	62046	United States
SIEVERS JCB	SIEVERS EQUIPMENT CO	Access; Agriculture; Construction	Branch	ST RTE 267 S	GREENFIELD	IL	62044	United States
SIEVERS JCB	SIEVERS EQUIPMENT CO	Access; Agriculture; Construction	Branch	8080 ST RTE 16	HILLSBORO	IL	62049	United States
SIEVERS JCB	SIEVERS EQUIPMENT CO	Access; Agriculture; Construction	Branch	1351 W JACKSON ST	AUBURN	IL	62615	United States
SIEVERS JCB	SIEVERS EQUIPMENT CO	Access; Agriculture; Construction	Branch	14464 SHAD RD	CARLINVILLE	IL	62626	United States
SIEVERS JCB OF ST. LOUIS	SIEVERS EQUIPMENT CO	Access; Agriculture; Construction	Branch	7978 VETERANS MEMORIAL PKWY	ST. PETERS	MO	63376	United States
SIGMA JCB	SIGMA EQUIPMENT COMPANY	Access; Construction	HQ	7400 NW 79th Ave	MIAMI	FL	33166	United States
SOUTH STAR JCB	JCB DALLAS, LLC.	Agriculture; Construction	HQ	2631 Willowbrook Rd	DALLAS	TX	75220-4422	United States
STEPHENSON JCB	STEPHENSON EQUIPMENT INC	Compaction; Construction	HQ	7201 PAXTON ST	HARRISBURG	PA	17111	United States
STEPHENSON JCB	STEPHENSON EQUIPMENT INC	Construction	Branch	796 UNIONVILLE ROAD	PROSPECT	PA	16052	United States
STEPHENSON JCB	STEPHENSON EQUIPMENT INC	Compaction; Construction	Branch	1805 NEWPORT ROAD	EPHRATA	PA	17522	United States
STEPHENSON JCB	STEPHENSON EQUIPMENT INC	Compaction; Construction	Branch	600 SATHERS DRIVE	PITTSTON	PA	18640	United States
STEPHENSON JCB	STEPHENSON EQUIPMENT INC	Construction	Branch	2350 MUNSTER RD	LILLY	PA	15946	United States
STEPHENSON JCB	STEPHENSON EQUIPMENT INC	Compaction; Construction	Branch	135 LINCOLN AVE	PROSPECT PARK	PA	19076	United States
STOTZ EQUIPMENT	ARIZONA MACHINERY, LLC	Agriculture; Construction	Branch	451 W 800 NORTH	PRESTON	ID	83263	United States
STOTZ EQUIPMENT	ARIZONA MACHINERY, LLC.	Agriculture; Construction	HQ	11111 W McDOWELL RD	AVONDALE	AZ	85392	United States
TAYLOR JCB	Taylor Implement Co., Inc.	Agriculture	HQ	451 WEST U.S. HIGWAY 24	HOXIE	KS	67740	United States
TAYLOR JCB	Taylor Implement Co Inc	Agriculture	Branch	37525 HIGHWAY 59	YUMA	CO	80759	United States
TORGERSON JCB	TORGERSON LLC	Agriculture	Branch	622 BROADWAY	DENTON	MT	59430	United States
TORGERSON JCB	TORGERSON LLC	Agriculture	Branch	4 OLD HWY 10	HYSHAM	MT	59038	United States

Account Name	Legal Name	Dealer Type	Location Status	Billing Street	Billing Town/City	Billing State	Billing Zip	Billing Country
TORGERSON JCB	TORGERSON LLC	Agriculture	Branch	4180 US HWY 2	HAVRE	MT	59501	United States
TORGERSON JCB	Torgerson LLC	Agriculture	Branch	90 COTTONWOOD CREEK ROAD	LEWISTOWN	MT	59457	United States
TORGERSON JCB	TORGERSON LLC	Agriculture	Branch	5022 LAUREL ROAD	BILLINGS	MT	59101	United States
TORGERSON JCB	TORGERSON LLC	Agriculture	Branch	3245 HIGHWAY 93 S	KALISPELL	MT	59901	United States
TORGERSON JCB	TORGERSON LLC	Agriculture	Branch	¼ MILE N OF HWY 2	ETHRIDGE	MT	59435	United States
TORGERSON JCB	Torgerson LLC	Agriculture	HQ	4701 River Dr. North	GREAT FALLS	MT	59405	United States
VALLEY EQUIPMENT CENTER	VALLEY EQUIPMENT CENTER INC	Agriculture; Construction	HQ	27 CONSTRUCTION LN	FISHERSVILLE	VA	22939	United States
VALLEY IMP. JCB	VALLEY IMPLEMENT & MOTOR CO	Agriculture	HQ	213 W 800 N	PRESTON	ID	83263	United States
VALLEY IMP. JCB	VALLEY IMPLEMENT & MOTOR CO.	Agriculture	Branch	9265 N. 5200 W.	TREMONTON	UT	84337	United States
VALLEY IMP. JCB	VALLEY IMPLEMENT & MOTOR CO	Agriculture	Branch	515 W 2500 N	NORTH LOGAN	UT	84341	United States
VALLEY JCB	VALLEY SUPPLY & EQUIPMENT CO INC	Compaction; Construction	HQ	20332 LEITERSBURG PIKE	HAGERSTOWN	MD	21742	United States
VALLEY JCB	VALLEY SUPPLY & EQUIPMENT CO INC	Compaction; Construction	Branch	8192 EUCLID CT	MANASSAS PARK	VA	20111	United States
VALLEY JCB	VALLEY SUPPLY & EQUIPMENT CO INC	Compaction; Construction	Branch	1109 MIDDLE RIVER RD	BALTIMORE	MD	21220	United States
WASHINGTON TRACTOR JCB	WASHINGTON TRACTOR, INCORPORATED	Agriculture	Branch	731 F. STREET SE	QUINCY	WA	98848	United States
WASHINGTON TRACTOR JCB	WASHINGTON TRACTOR, INCORPORATED	Agriculture	Branch	127 N. HAMILTON ROAD	CHEHALIS	WA	98532	United States
WASHINGTON TRACTOR JCB	WASHINGTON TRACTOR, INCORPORATED	Agriculture	HQ	2700 136th Ave. Ct. E.	SUMNER	WA	98390	United States
WASHINGTON TRACTOR JCB	WASHINGTON TRACTOR, INCORPORATED	Agriculture	Branch	1004 CANYON ROAD	ELLENSBURG	WA	98926	United States
WASHINGTON TRACTOR JCB	WASHINGTON TRACTOR, INCORPORATED	Agriculture	Branch	1 PATROL STREET	OKANOGAN	WA	98840	United States
WEAVER JCB	WEAVER AG & LAWN EQUIPMENT, LLC	Agriculture	Branch	52345 IN-933	SOUTH BEND	IN	46637	United States
WEAVER JCB	WEAVER AG & LAWN EQUIPMENT	Agriculture	HQ	905 Nelsons Pkwy	WAKARUSA	IN	46573	United States
WINDRIDGE IMPLEMENTS LLC	WINDRIDGE IMPLEMENTS	Agriculture; Construction	HQ	2073 STATE HWY 9	DECORAH	IA	52101	United States
WINDRIDGE IMPLEMENTS LLC	WINDRIDGE IMPLEMENTS	Agriculture; Construction	Branch	809 2ND AVE SW	CRESCO	IA	52136	United States
WINDRIDGE IMPLEMENTS LLC	WINDRIDGE IMPLEMENTS	Agriculture; Construction	Branch	105 GUNDER ROAD	ELKADER	IA	52043	United States
YES JCB	YES EQUIPMENT AND SERVICES	Agriculture; Construction; Industrial	HQ	11715 W. SILVER SPRING RD	MILWAUKEE	WI	53225	United States
YES JCB	YES EQUIPMENT AND SERVICES	Agriculture; Construction; Industrial	Branch	W136 N4901 CAMPBELL DR	MENOMONEE FALLS	WI	53051	United States
YES JCB	YES EQUIPMENT AND SERVICES	Agriculture; Construction; Industrial	Branch	7001 MANUFACTURERS DR	MADISON	WI	53704	United States

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Not Applicable

Designated Dealer Name

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

Designated Dealer Contact Person

Your Company Name | Signature of Authorized Company Official

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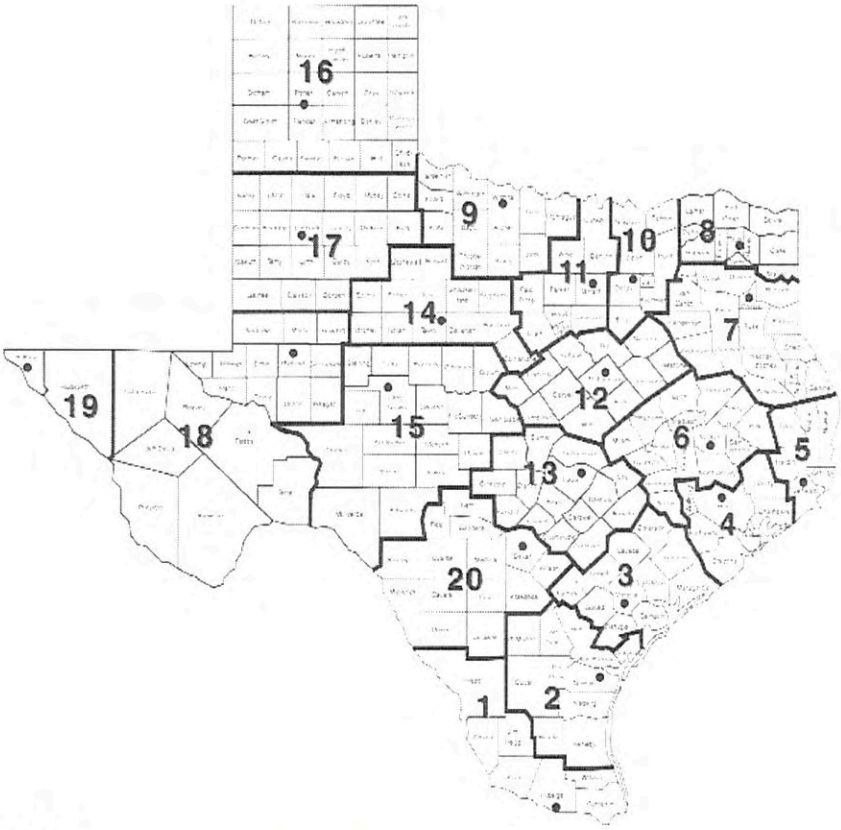
TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



☒ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
Printed Name

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

Applies to all products

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

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.

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

Applies to all products

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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.

EKA	597-19
Name of Vendor	Proposal Invitation Number
	Earle Kinlaw
Signature of Authorized Company Official	Printed Name of Authorized Company Official

4/3/2019

Date

12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

FEDERAL AND STATE / PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 4,141,275. (The period of the 12 month period is 1/1/2018 / 12/31/2018). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances. (Yes, all EKA programs offer the same best price discount terms)

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y	29 years	Construction, Grounds Equip.
2. T-PASS (State of Texas)	N	N	
3. U.S. Communities Purchasing Alliance	N	N	
4. National IPA/TCPN	N	N	
5. Houston-Galveston Area Council (HGAC)	Y	14 years	Construction, Grounds Equip.
6. National Joint Powers Alliance (NJPA)	N	N	
7. E&I Cooperative	N	N	
8. The Interlocal Purchasing System (TIPS)	N	N	
9. Other	N	N	

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): Range of 1% - 15% awarded items **Proposed Discount (%):** Range of 1% - 15% same items

Explanation: BuyBoard discounts currently awarded and proposed are same.

The freight terms currently awarded and proposed are the same (FOB Destination, freight prepaid and add)

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.

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
Printed Name

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Separately attached "597-19 EKA Governmental References" pdf file					
2.						
3.						
4.						
5.						

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:

Lower prices might result in instances of dated limited inventory reduction offers and/or close outs, dated / limited show specials, sales promotional offers. If lower prices are ever authorized in these instances, these same lower prices will be offered and made available under this contract customers for the same terms and conditions. These deviations resulting in reduced prices rarely happen.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
Printed Name

EKA
P.O. Box 932 • Grayson, GA 30017-0018
770.498.9316 • 866.498.9316 • 770.498.9318 (fax)
EKASales.com

BuyBoard Proposal No. 597-19

EKA Governmental References

Entity Name	Contact	Phone	Email	Discount	Item	Quantity/ Volume	FOB Term
Town of Flower Mound	Julie Taylor	972-874-6430	julie.lowery@flower-mound.com	6%	Ditch Witch FX30 Vac	0	Origin
Harris County	Melissa McCord	713-274-4424	Melissa.mccord@pur.hctx.net	10%	Ditch Witch Utility Locating System	0	Origin
City of Laredo	Enrique Aldape III	956-790-1800	ealdape@ci.laredo.tx.us	6%	Ditch Witch SK800	0	Origin
City of La Porte	Mitch Barlow	218-470-5126	barlowm@laportetx.gov	4.10%	Hammerhead Tool	0	Origin
City of Willis	Bobby Jarrells	936-672-2438		3.92%	Hammerhead Tool	0	Origin
Glenn County PW	Dr Qureshi	530-934-6530	mqureshi@countyofglenn.net	20%	JCB JZ141	0	Origin
City of Ft. Worth	Jennifer Sheetz	817-392-7648	Jennifer.Sheetz@fortworthtexas.gov	6%	Ditch Witch FX30 Vac	0	Origin

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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Separately attached "EKA BuyBoard 597-19 contract management & marketing plan" pdf file.

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
Printed Name

EKA
P.O. Box 932 • Grayson, GA 30017-0018
770.498.9316 • 866.498.9316 • 770.498.9318 (fax)
EKASales.com

BuyBoard 597-19 Proposal
EKA Contract Management & Marketing Plan

EKA will serve as the national sales facilitator and administrator for our suppliers of construction equipment and attachments within the State of TX and for all other United States.

EKA benefits and responsibilities:

- EKA (Est. 1978) offers 41 years of experience in the government contract management business.
- EKA's mission is to increase sales for our suppliers through the BuyBoard cooperative by providing centralized administration, sales management, and marketing of the BuyBoard contract which includes customer quotes, facilitation of all orders and shipments, perform all billings & receivables, and settlement payment of all BuyBoard fees.
- EKA ensures BuyBoard contract compliance with product and price updates during the contract period.
- EKA experience provides professional product knowledge and solutions for both our suppliers & customers with personal customer service & expertise to best meet our customer's needs.
- EKA coordinates supplier/dealer product demos and on-site application analysis as needed.
- EKA facilitates all order processing, delivery scheduling, training and orientation.
- The EKA website https://ekasales.com/ serves to promote the BuyBoard contract with the customer and promotes our supplier's products.

Main Office Address:
EKA
PO Box 932
Grayson, GA 30017

Local Phone: 770-498-9316
Toll Free Phone: 866-498-9316
Local Fax: 770-498-9318
Toll Free Fax: 866-498-9318

Business Hours: (8:30 a.m.– 5:00 p.m. EST)

EKA Officers
Earle Kinlaw – President/CEO Ext.22
Mary Ann Kinlaw – CFO Ext.23

Customer Service Point of Contact:
Cindy Kister - Sales Coordinator
Local Phone: 770-498-9316, Ext. 24
Toll Free Phone: 866-498-9316, Ext. 24
Email: Cindy@EKAsales.com

Payment Terms: Net 30 Days

Delivery Terms: FOB Destination-Freight prepaid & added to invoice

Delivery Time: 30-120 Days ARO subject to inventory available -or- new order build

CONFIDENTIAL / PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

EKA

Company Name

Signature of Authorized Company Official

Earle Kinlaw

Printed Name

4-3-2019

Date

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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Earle Kinlaw and Associates, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation x
Limited Liability Company _____
Partnership _____
Other _____ If other, identify _____

State of Incorporation (if applicable): Georgia

Federal Employer Identification Number: 58-1328598

(Vendor must include a completed IRS W-9 form with their proposal) (Separately attached EKA W-9)

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.)*

EKA

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Earle Kinlaw & Associates, Inc

2 Business name/disregarded entity name, if different from above
EKA

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 932

Requester's name and address (optional)

6 City, state, and ZIP code
Grayson, GA 30017-0018

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 8 – 1 3 2 8 5 9 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Mary Ann Kinlaw Date ▶ 1-26-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

---

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

---

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	EK
2. Termination for Cause or Convenience	Yes	EK
3. Equal Employment Opportunity	Yes	EK
4. Davis-Bacon Act	Yes	EK
5. Contract Work Hours and Safety Standards Act	Yes	EK
6. Right to Inventions Made Under a Contract or Agreement	Yes	EK
7. Clean Air Act and Federal Water Pollution Control Act	Yes	EK
8. Debarment and Suspension	Yes	EK
9. Byrd Anti-Lobbying Amendment	Yes	EK
10. Procurement of Recovered Materials	Yes	EK
11. Profit as a Separate Element of Price	Yes	EK
12. General Compliance and Cooperation with Cooperative Members	Yes	EK

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.

EKA
Company Name

Signature of Authorized Company Official

Earle Kinlaw
Printed Name

12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Earle Kinlaw and Associates, Inc. dba EKA; Date of incorporation 7/1/1978

Our company is not for sale and is not involved in any transaction that

would significantly alter our business or result in acquisition by another party.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

EKA's business is solely a government focused, experienced with the sales and

marketing of construction, agricultural and grounds maintenance related equipment.

Cindy Kister - 30 years employed; Earle Kinlaw - 40 years employed.

EKA has been a BuyBoard vendor since 2003 and highly values our BuyBoard business.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

EKA financial capability continues to be exceptionally strong with excellent credit and no debt.

EKA's past and present owner's, shareholders, officers have never been a debtor party

to a bankruptcy, receivership, or insolvency.

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

EKA does not have any outstanding financial judgements and is not currently in default on any loan or financing agreement.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

EKA has not defaulted nor been terminated for any contract.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

EKA has not been subject to any litigation or other legal proceeding against our company, shareholders, officers or employees for any contract.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

EKA
Company Name

Signature of Authorized Company Official

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- [√] Completed: **Proposer's Agreement and Signature**
- [√] Completed: **Vendor Contact Information**
- [√] Completed: **Felony Conviction Disclosure and Debarment Certification**
- [√] Completed: **Resident/Nonresident Certification**
- [√] Completed: **No Israel Boycott Certification**
- [√] Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- [√] Completed: **Historically Underutilized Business (HUB) Certification**)
- [√] Completed: **Construction Related Goods and Services Affirmation**
- [√] Completed: **Deviation/Compliance**
- [√] Completed: **Location/Authorized Seller Listings**
- [√] Completed: **Manufacturer Dealer Designation**
- [√] Completed: **Texas Regional Service Designation**
- [√] Completed: **State Service Designation**
- [√] Completed: **National Purchasing Cooperative Vendor Award Agreement**
- [√] Completed: **Federal and State/Purchasing Cooperative Experience**
- [√] Completed: **Governmental References**
- [√] Completed: **Marketing Strategy**
- [√] Completed: **Confidential/Proprietary Information**
- [√] Completed: **Vendor Business Name with IRS Form W-9**
- [√] Completed: **EDGAR Vendor Certification**
- [√] Completed: **Proposal Invitation Questionnaire**
- [√] Completed: **Required Forms Checklist**
- [√] Completed: **Proposal Specification Form with Catalogs/Pricelists, Rental Rate Sheets, and Manufacturer Letters**

  **Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

597-19 EKA PROPOSAL SPECIFICATION FORM - CMW DITCH WITCH EQUIPMENT & SUBSITE ELECTRONICS

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
31	Discount (%) Off Catalog/Pricelist for Skid Steer Loaders	Please state the discount (%) off catalog/pricelist for Skid Steer Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	6%	Ditch Witch Equipment Price Catalog: All Mini Skid Steer Loaders (Current Models: SK600, SK800, SK1050, SK1550, R300 Zahn, SK Attachments)	
71	Discount (%) Off Catalog/Pricelist for Hydrostatic Trenching Equipment	Please state the discount (%) off catalog/pricelist for Hydrostatic Trenching Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	6%	Ditch Witch Equipment Price Catalog: All Walk-Behind Trenchers (Current Models: C12X, C14, C16, C16X, C24X, C30X, S3C)	
71	Discount (%) Off Catalog/Pricelist for Hydrostatic Trenching Equipment	Please state the discount (%) off catalog/pricelist for Hydrostatic Trenching Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	8%	Ditch Witch Equipment Price Catalog: (RT45)	
71	Discount (%) Off Catalog/Pricelist for Hydrostatic Trenching Equipment	Please state the discount (%) off catalog/pricelist for Hydrostatic Trenching Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	Ditch Witch Equipment Price Catalog: All Heavy Duty Trenchers (Current Models: RT55, RT80T4, RT80Q, RT120, RT120Q, RT125, RT125Q, A323, A523, A820, A920, BH120, Reel Carriers, Trenching, Plow, Combo, Saw Attachments)	
72	Discount (%) Off Catalog/Pricelist for Hydrostatic Rock Trenching Equipment	Please state the discount (%) off catalog/pricelist for Hydrostatic Rock Trenching Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	6%	Ditch Witch Equipment Price Catalog: (HT275)	
73	Discount (%) Off Catalog/Pricelist for Offset Trenchers	Please state the discount (%) off catalog/pricelist for Offset Trenchers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	6%	Ditch Witch Equipment Price Catalog: ST37X	
75	Discount (%) Off Catalog/Pricelist for Vibratory Plows	Please state the discount (%) off catalog/pricelist for Vibratory Plows, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	8%	Ditch Witch Equipment Price Catalog: (100SXH, VP30, 410SX)	
78	Discount (%) Off Catalog/Pricelist for Horizontal Directional Drilling Systems	Please state the discount (%) off catalog/pricelist for Horizontal/Directional Boring/Drilling Systems, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	6%	Ditch Witch Equipment Price Catalog: All JT Directional Drills, Drill Pipe, Rod Pushers (P80), Power Pac 25, Roto Witch	

597-19 EKA PROPOSAL SPECIFICATION FORM - CMW DITCH WITCH EQUIPMENT & SUBSITE ELECTRONICS

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
78	Discount (%) Off Catalog/Pricelist for Horizontal Directional Drilling Systems	Please state the discount (%) off catalog/pricelist for Horizontal/Directional Boring/Drilling Systems, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	4%	Ditch Witch Equipment Price Catalog: All AT Directional Drills	
79	Discount (%) Off Catalog/Pricelist for Fluid Mixing Systems	Please state the discount (%) off catalog/pricelist for Fluid Mixing Systems, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	6%	Ditch Witch Equipment Price Catalog: All Fluid Mixing (Current Models: FT5, FM5X, FM13X, FM25X, XP44, MR90)	
80	Discount (%) Off Catalog/Pricelist for Vacuum/Excavation Systems	Please state the discount (%) off catalog/pricelist for Vacuum Excavation Systems, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	6%	Ditch Witch Equipment Price Catalog: All Vacuum Excavators (Current Models: FX, HX, FXT)	
83	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching and Utility Equipment	Please state the 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%	CMW Subsite Electronics Equipment Price Catalog: All Subsite Electronics: (Tracking, Beacons, Pipe & Cable locators)	
83	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching and Utility Equipment	Please state the 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.	6.00%,	CMW Subsite Electronics Equipment Price Catalog: All Subsite GPR's (2550GR)	
83	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching and Utility Equipment	Please state the 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.	0%	Ditch Witch Equipment Price Catalog: Optional Extended Warranty Prices	
83	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching and Utility Equipment	Please state the 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.	0%	Ditch Witch Equipment Price Catalog: Pre-Delivery Price List	
83	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching and Utility Equipment	Please state the 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.	0%	Ditch Witch Equipment Price Catalog: Installation Fees	

597-19 EKA PROPOSAL SPECIFICATION FORM - HAMMERHEAD EARTH TOOLS

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
81	Discount (%) Off Catalog/Pricelist for Hammerhead Mole Tools	Please state the discount (%) off catalog/pricelist for Hammerhead Mole Tools, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	Hammerhead Trenchless Price List - Moles & Piercing Tools: (Tool Only - ET21744, ET20222, ET21733, ET21722, ET26022, ET25922, ET25522, ET25222, ET26622, ET30822, ET31022, ET31222, ET30222, ET31622, ET35122, ET35022, ET40622, ET38222, ET40422, ET40322, ET43222, ET51322, ET51422, ET51222, ET58222, ET60222, ET26322, ET26222, ET26222, ET31422, ET30322, ET26522, ET35222, ET38022, ET40522, ET38322, ET58122)	
81	Discount (%) Off Catalog/Pricelist for Hammerhead Mole Tools	Please state the discount (%) off catalog/pricelist for Hammerhead Mole Tools, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	1%	Hammerhead Trenchless Price List - Moles & Piercing Tools: Accessory categories: oiler, hoses, kits, Quick Connect, Coupler, Quick Reverse Swivel Assy, Launching accessories.	
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	6%	Hammerhead Trenchless Price List - Pipe Ramming: (Tool Only - ET38222, ET51422, ET51222, ET60222, ET70542, ET80741, ET120222, ET160222, ET200222, ET260022, ET340022)	
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	1%	Hammerhead Trenchless Price List - Pipe Ramming: Accessory categories: oilers, hoses, kits, lubricants, collets, adapters, spacers, collet lifters, pipe collar kits, canoes, drive cones, cinch kits, pipe pigs, seal kits, o-rings, misc accessories.	
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	6%	Hammerhead Trenchless Price List - Winches: (Tool Only - 941-0107, 941-0130, 912-6011, 912-6012, 941-6200, 941-6202)	
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	1%	Hammerhead Trenchless Price List - Winches: Accessory categories: Mast Options, Gear Ratio Kits, Cable options, ESID Kit, Optional Equipment/Accessories	
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	6%	Hammerhead Trenchless Price List - Pneumatic Pipe Bursting: (Tool Only - ET51522, ET60222, ET70342, ET80742, ET80743, 912-6011, 912-6012, ET120122, ET120322, 941-6200, 941-6202, ET160322, ET160122, ET200122, ET200322, ET260122, ET260222)	
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	1%	Hammerhead Trenchless Price List - Pneumatic Pipe Bursting: Accessory categories: Shackles, Oiler, hoses, couplers, lubricants, Burst Heads, Pilots, , HSPE adapters, Mast, Hyd Stabilizer Kits, ESID Kit, Misc Parts/Accessories	

597-19 EKA PROPOSAL SPECIFICATION FORM - HAMMERHEAD EARTH TOOLS

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	Hammerhead Trenchless Price List - Static Pipe Bursting: (Tool Only - 913-5230, 913-5232, 933-0100, 913-5231, 913-5233, 933-0101, 923-0000, 933-0250, 913-6000, 933-0250, 931-0016, 933-0250)	
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	1%	Hammerhead Trenchless Price List - Static Pipe Bursting: Accessory categories: Rods/Pipe, Expander Rods, Adapters, Flex Joints,Rod Pilots, Slitter Assemblies, optional rod and jaw inserts kits, accessories, Expanders, HDPE Fuse on Pullers, Expandable Taper Pullers, Shackles, Oiler, hoses, couplers, lubricants, Burst Heads, Pilots, HSPE adapters, Mast, Hyd Stabilizer Kits, ESID Kit, Misc Parts/Accessories	
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	Hammerhead Trenchless Price List - Lateral Pipe Bursting: (Tool Only - 912-5045, 912-5000, 912-6700, 912-6603, 933-0100)	
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	1%	Hammerhead Trenchless Price List - Lateral Pipe Bursting: Accessory categories: Common Wear Items for Down Hole Units, Control Station Options, Quick Couplers, Fusion Machines	

597-19 EKA PROPOSAL SPECIFICATION FORM - JCB CONSTRUCTION EQUIPMENT

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
2	Discount (%) Off Catalog/Pricelist for Articulated Trucks	Please state the discount (%) off catalog/pricelist for Articulated Trucks, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	5%	JCB North American Machine Price Catalog: Articulated Dumper Trucks (6T-1)	
8	Discount (%) Off Catalog/Pricelist for Backhoe/Loaders	Please state the discount (%) off catalog/pricelist for Backhoe/Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	5%	JCB North American Machine Price Catalog: Backhoe/Loaders (1CXT)	
8	Discount (%) Off Catalog/Pricelist for Backhoe/Loaders	Please state the discount (%) off catalog/pricelist for Backhoe/Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	JCB North American Machine Price Catalog: All Compact Backhoe/Loaders (3CX, 3CX Compact, 3CX-14)	
8	Discount (%) Off Catalog/Pricelist for Backhoe/Loaders	Please state the discount (%) off catalog/pricelist for Backhoe/Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	30%	JCB North American Machine Price Catalog: All Full Size Backhoe/Loaders (3CX-14 Super, 3CX15 Super, 3CX17 Super, 4CX14 Super, 4CX15 Super, 4CX-17 Super)	
13	Discount (%) Off Catalog/Pricelist for Forklifts	Please state the discount (%) off catalog/pricelist for Forklifts, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	JCB North American Machine Price Catalog: All Rough Terrain Fork Lifts (Current Models: 930, 940, 950); All Teletruks (Current Models: TLT25, TLT30, TLT35)	
21	Discount (%) Off Catalog/Pricelist for Mini Excavators	Please state the discount (%) off catalog/pricelist for Mini Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	15%	JCB North American Machine Price Catalog: Mini Excavators (Current Models: 18Z, 19C, 8029C)	
21	Discount (%) Off Catalog/Pricelist for Mini Excavators	Please state the discount (%) off catalog/pricelist for Mini Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	JCB North American Machine Price Catalog: Mini Excavators (Current Models: 45Z, 48Z, 55Z, 57C, 67C, 85Z, 86C, 90Z, 100C)	
31	Discount (%) Off Catalog/Pricelist for Skid Steer Loaders	Please state the discount (%) off catalog/pricelist for Skid Steer Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	JCB North American Machine Price Catalog: All Skid Steer Loaders (Current Models: 215, 270, 300)	
33	Discount (%) Off Catalog/Pricelist for Telescopic Handlers	Please state the discount (%) off catalog/pricelist for Telescopic Handlers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	JCB North American Machine Price Catalog: All AGRI Telehandlers (Current Models: 525-60 AGRI PLUS, 527-58 AGRI, 535-95 AGRI PLUS, 536-60 AGRI, 536-60 AGRI PLUS, 541-70 Agri Plus SWAY, 541-70 Agri Plus, 541-70 Agri Super, 560-80 Agri Super); Loadall Telehandler models: 504-13 TC, 505-20 TC	

597-19 EKA PROPOSAL SPECIFICATION FORM - JCB CONSTRUCTION EQUIPMENT

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
33	Discount (%) Off Catalog/Pricelist for Telescopic Handlers	Please state the discount (%) off catalog/pricelist for Telescopic Handlers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	JCB North American Machine Price Catalog: Loadall Telehandler models: 531-70, 531-70T, 535-140, 541-70T, 506-23TC, 508-66TC, 509-23 TC, 509-23S TC, 540-140, 509-45 TC, 509-45S TC, 512-26S TC, 512-26 WM, 550-140, 510-42, 510-44S TC, 510-55 TC, 510-55S TC, 550-170, 510-55S TC, 506-36, 507-42, 509-42, 510-56, 512-56, 514-56	
34	Discount (%) Off Catalog/Pricelist for Track Loaders	Please state the discount (%) off catalog/pricelist for Track Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	JCB North American Machine Price Catalog: All Compact Track Loaders (Current Models: 215T, 270T, 300T, 325T FM)	
37	Discount (%) Off Catalog/Pricelist for Tracked Excavators	Please state the discount (%) off catalog/pricelist for Tracked Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	JCB North American Machine Price Catalog: All Large Excavators (Current Models: JS131, JS145, JS160, JS190, JS220, JS300, JS330, JS370-JS370, JZ141D, 220X)	
45	Discount (%) Off Catalog/Pricelist for Wheel Excavators	Please state the discount (%) off catalog/pricelist for Wheel Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	JCB North American Machine Price Catalog: Wheeled Excavator (Hydradig-110W)	
46	Discount (%) Off Catalog/Pricelist for Wheel Loaders	Please state the discount (%) off catalog/pricelist for Wheel Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	JCB North American Machine Price Catalog: Wheel Loaders (Current Models: 407, 409, 411, 417)	
46	Discount (%) Off Catalog/Pricelist for Wheel Loaders	Please state the discount (%) off catalog/pricelist for Wheel Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	25%	JCB North American Machine Price Catalog: Wheel Loaders (Current Models: 427, 437, 457)	
46	Discount (%) Off Catalog/Pricelist for Wheel Loaders	Please state the discount (%) off catalog/pricelist for Wheel Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	JCB North American Machine Price Catalog: AGRI Wheel Loaders (Current Models: TM220 AGRI, TM320 AGRI, TM420 AGRI)	
46	Discount (%) Off Catalog/Pricelist for Wheel Loaders	Please state the discount (%) off catalog/pricelist for Wheel Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	15%	JCB North American Machine Price Catalog: Wheel Loaders (Current Model: TM320CE)	

597-19 EKA PROPOSAL SPECIFICATION FORM - JCB CONSTRUCTION EQUIPMENT

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
48	Discount (%) Off Catalog/Pricelist for All Other Construction, Road, Bridge, and Repair Equipment	Please state the discount (%) off catalog/pricelist for All Other Construction, Road, Bridge, Ditching and Trenching Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	5%	JCB North American Machine Price Catalog: All Electric Scissor Lifts (S1530E, S1930E, S2032E, S2046E, S2632E, S2646E, S3246E, S4046E, S4550E)	
48	Discount (%) Off Catalog/Pricelist for All Other Construction, Road, Bridge, and Repair Equipment	Please state the discount (%) off catalog/pricelist for All Other Construction, Road, Bridge, Ditching and Trenching Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	5%	JCB Dealer Fit Price Lists; All JCB models (Applies to dealer fit attachments listed which are shipped separately from the machine.	

597-19 EKA PROPOSAL SPECIFICATION FORM - PALADIN ATTACHMENTS

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
8	Discount (%) Off Catalog/Pricelist for Backhoe/Loaders	Please state the discount (%) off catalog/pricelist for Backhoe/Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
10	Discount (%) Off Catalog/Pricelist for Cold Planers	Please state the discount (%) off catalog/pricelist for Cold Planers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
15	Discount (%) Off Catalog/Pricelist for Hydraulic Hammers	Please state the discount (%) off catalog/pricelist for Hydraulic Hammers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
16	Discount (%) Off Catalog/Pricelist for Integrated Tool Carriers	Please state the discount (%) off catalog/pricelist for Integrated Tool Carriers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
17	Discount (%) Off Catalog/Pricelist for Jack Hammers	Please state the discount (%) off catalog/pricelist for Jack Hammers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
18	Discount (%) Off Catalog/Pricelist for Knuckleboom Loaders	Please state the discount (%) off catalog/pricelist for Knuckleboom Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
19	Discount (%) Off Catalog/Pricelist for Material Handling Equipment	Please state the discount (%) off catalog/pricelist for Material Handling Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
21	Discount (%) Off Catalog/Pricelist for Mini Excavators	Please state the discount (%) off catalog/pricelist for Mini Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
23	Discount (%) Off Catalog/Pricelist for Multi Terrain Loaders	Please state the discount (%) off catalog/pricelist for Multi Terrain Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	

597-19 EKA PROPOSAL SPECIFICATION FORM - PALADIN ATTACHMENTS

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
24	Discount (%) Off Catalog/Pricelist for Paving Breakers and Milling Machines	Please state the discount (%) off catalog/pricelist for Paving Breakers and Milling Machines, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
28	Discount (%) Off Catalog/Pricelist for Road Broom Equipment	Please state the discount (%) off catalog/pricelist for Road Broom Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
31	Discount (%) Off Catalog/Pricelist for Skid Steer Loaders	Please state the discount (%) off catalog/pricelist for Skid Steer Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
33	Discount (%) Off Catalog/Pricelist for Telescopic Handlers	Please state the discount (%) off catalog/pricelist for Telescopic Handlers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
34	Discount (%) Off Catalog/Pricelist for Track Loaders	Please state the discount (%) off catalog/pricelist for Track Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
35	Discount (%) Off Catalog/Pricelist for Track and Wheel Material Handlers	Please state the discount (%) off catalog/pricelist for Track and Wheel Material Handlers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
36	Discount (%) Off Catalog/Pricelist for Track-Type Tractors and Dozers	Please state the discount (%) off catalog/pricelist for Track-Type Tractors and Dozers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
37	Discount (%) Off Catalog/Pricelist for Tracked Excavators	Please state the discount (%) off catalog/pricelist for Tracked Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
39	Discount (%) Off Catalog/Pricelist for Truck Mounted Excavators	Please state the discount (%) off catalog/pricelist for Truck Mounted Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	

597-19 EKA PROPOSAL SPECIFICATION FORM - PALADIN ATTACHMENTS

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
41	Discount (%) Off Catalog/Pricelist for Utility Vehicles	Please state the discount (%) off catalog/pricelist for Utility Vehicles, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
42	Discount (%) Off Catalog/Pricelist for Vibratory Soil Compactors and Rollers	Please state the discount (%) off catalog/pricelist for Vibratory Soil Compactors and Rollers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
45	Discount (%) Off Catalog/Pricelist for Wheel Excavators	Please state the discount (%) off catalog/pricelist for Wheel Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
46	Discount (%) Off Catalog/Pricelist for Wheel Loaders	Please state the discount (%) off catalog/pricelist for Wheel Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
48	Discount (%) Off Catalog/Pricelist for All Other Construction, Road, Bridge, and Repair Equipment	Please state the discount (%) off catalog/pricelist for All Other Construction, Road, Bridge, Ditching and Trenching Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
69	Discount (%) Off Catalog/Pricelist for Tree Spades	Please state the discount (%) off catalog/pricelist for Tree Spades, Accessories and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
70	Discount (%) Off Catalog/Pricelist for Tree Care Accessories and Supplies	Please state the discount (%) off catalog/pricelist for Tree Care Accessories and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	
83	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching and Utility Equipment	Please state the 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.	20%	Paladin Heavy & Light Attachment Price Lists_1-1-2019	

March 26, 2019

Earle Kinlaw
EKA
P.O. Box 932
Grayson, GA 30017

RE: EKA BuyBoard Proposal #597-19

Dear Mr. Kinlaw,

The Charles Machine Works, Inc., will guarantee an uninterrupted source of supply to EKA with sufficient quantities of product for the duration of the BuyBoard Proposal No. 597-19 contract for construction, road and bridge, ditching, trenching, utility and other equipment including the base contract period of December 1, 2019, through November 30, 2020, and the 2 option periods through November 30, 2022.

EKA's sales coverage is authorized for all 50 U.S. states and territories including the state of Texas.

The person whose signature appears below is authorized to make the commitments noted above.

Sincerely,

Todd Miller
Inside Sales Manager

Ditch Witch®
P.O. Box 66 // 1959 W Fir Ave // Perry, OK 73077-0066
(580) 336-4402 // (800) 654-6481 // www.ditchwitch.com
A Charles Machine Works Company

HAMMERHEAD®
TRENCHLESS EQUIPMENT

April 3, 2019

EKA
Earle Kinlaw
P.O. Box 932
Grayson, GA 30017

Re: EKA BuyBoard Proposal #597-19

Dear Mr. Kinlaw,

The Hammerhead Earth Tool Company LLC will guarantee an uninterrupted source of supply to EKA, with sufficient quantities of product, for the duration of the BuyBoard Proposal No. 597-19 for Construction, Road and Bridge, Ditching, Trenching, Utility and Other Equipment contract to include the base contract period of 12-1-2019 through 11-30-2020 and the 2 option periods through 11-30-2022.

EKA's sales coverage is authorized for all 50 U.S. states and territories including the state of Texas.

The person whose signature appears below is authorized to make the commitments noted above.

Sincerely,

Paul Rogers,
Key Accounts Manager

500 South C.P. Avenue • Lake Mills, Wisconsin 53551
Toll free: 800.331.6653 • Intl: +1 920.648.4848 • Fax: 920.648.1781
Email: info@hammerheadmole.com • URL: hammerheadtrenchless.com

JCB INC.
2000 Bamford Boulevard
Pooler, GA 31322
www.jcb.com
Tel: (912) 447-2000

EKA
Earle Kinlaw
P.O. Box 932
Grayson, GA 30017

Re: EKA BuyBoard Proposal #597-19

Dear Mr. Kinlaw,

JCB Inc. will guarantee an uninterrupted source of supply to EKA, with sufficient quantities of product, for the duration of the BuyBoard Proposal No. 597-19 for Construction, Road and Bridge, Ditching, Trenching, Utility and Other Equipment contract to include the base contract period of 12-1-2019 through 11-30-2020 and the 2 option periods through 11-30-2022.

EKA's sales coverage is authorized for all 50 U.S. states and territories including the state of Texas.

The person whose signature appears below is authorized to make the commitments noted above.

Sincerely,

Scott Whitehurst
Governmental Sales Manager
JCB, Inc.

PALADIN™
POWERFUL ATTACHMENT TOOLS

800.456.7100
paladinattachments.com
Corporate Headquarters:
2800 North Zeeb Road, Dexter, MI 48130 USA

EKA
Earle Kinlaw
P.O. Box 932
Grayson, GA 30017

Re: EKA BuyBoard Proposal #597-19

Dear Mr. Kinlaw,

Paladin Attachments will guarantee an uninterrupted source of supply to EKA, with sufficient quantities of product, for the duration of the BuyBoard Proposal No. 597-19 for Construction, Road and Bridge, Ditching, Trenching, Utility and Other Equipment contract to include the base contract period of 12-1-2019 through 11-30-2020 and the 2 option periods through 11-30-2022.

EKA's sales coverage is authorized for all 50 U.S. states and territories including the state of Texas.

The person whose signature appears below is authorized to make the commitments noted above.

Sincerely,

Matt Roney
President, Paladin Attachments

January 14, 2020

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 Service Tahoe's) and associated equipment from Caldwell Country through Buy Board for a total price of $232,812 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 $232,812.

E. Caldwell Country is located in Caldwell Texas.

F. Delivery should be within 180 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 (PD Service Tahoe's) and associated equipment from Caldwell Country through Buy

Board for a total price of $232,812 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 - $232,812
2. Timing - Delivery should be within 180 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 Service Tahoe's) and associated equipment from Caldwell Country through Buy Board for a total price of $232,812 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	$232,812

Funding Source	Vehicle Capital Outlay
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director

City of Galveston

Fleet Facility

COST BREAKDOWN

Requested Purchase

Price Sheet	Replaces	Description	Division	Funding	Cost
A	1704-03-02,1747	4 Chevy Tahoes	Police	VCO	$ 232,812
					$ 232,812

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	4

Will your requested vehicle(s) be used for any of the following;

	Answer
Towing of trailers or any other equipment	Yes
Transporting items which require a truck bed due to size and/or weight	No
Surveillance activates	Yes
Long idling activities (running of warning lights)	Yes
Emergency code 2 or 3 activities	Yes
Pre and post storm activities	Yes
Transporting of four (4) persons or more	Yes
Rough terrain transportation which includes the need for high clearance	Yes
* Can it be considered that your requested vehicle by a Hybrid type vehicle?	No
* Can it be considered for your requested vehicle to be a smaller model vehicle?	No

Funding source? (Capital Outlay / Budget amendment …)

Insurance - Capital Outlay

Brief description of what vehicle(s) will be utilized for?

Patrol Duties

Requesting Department Head

Police Chief

The Department Head making the vehicle request must be ready to explain the above answers to the City Council upon request.

QUOTE# 00AA-EVS2407552 **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: JANUARY 11, 2020	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET TAHOE PPV CC15706	

A Base Price:	$26,975

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT, ALUMINUM WHEELS (4), GROUND STUDS, RECOVERY HOOKS, DAYTIME DELETE, OEM FLASHER SYSTEM, WIRING-GRILLE & SIREN SPEARK WIRING, HORN/SIREN WIRING, DOOR LOCKS & HANDLES INOP, REMOTE PACAKGE -6 ADDITIONAL, ERAR WINDOW INOP, POWER PEDALS, AUXILARY DOME RED/WHITE, CONTENT THEFT ALARM DISABLE, STOCK UNITS	$7,892			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
	SIDDONS –EVS2407552 LOGISTICS	$22,236 $680		PO BOX 27	
				CALDWELL,TEXAS 77836	
Subtotal B					$30,808

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)	$58,103
Quantity Ordered X	4
Subtotal E	$232,412
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$232,812

Estimated Delivery Date:	UNITS CURRENTLY IN STOCK 60-90 DAY INSTALL

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: aknapp@caldwellcountry.com

Avery Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Welcome to BuyBoard!

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. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, 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. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

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 email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

BuyBoard® National Purchasing Cooperative

Endorsed by NSBA National School Boards Association

November 6, 2019

Sent Via Email: aknapp@caldwellcountry.com

Avery Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Welcome to BuyBoard!

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. 601-19

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 12/1/2019 through 11/30/2020, 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 e-mail to info@buyboard.com 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.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time: August 1, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 601-19

Anticipated Cooperative Board Meeting Date: October 2019

Contract Time Period: December 1, 2019 through November 30, 2020 with two (2) possible one-year renewals.

Caldwell Country Chevrolet, LLC
Name of Proposing Company

August 6, 2019
Date

P.O. Box 27
Street Address

Signature of Authorized Company Official

Caldwell, Texas 77836
City, State, Zip

Averyt 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

979-567-0853
Fax Number of Authorized Company Official

14-1856872
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 to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

VENDOR CONTACT INFORMATION

Name of Company: Caldwell Country Chevrolet, LLC

Vendor Proposal/Contract Contact Name: Averyt Knapp

Vendor Proposal/Contract Contact E-mail Address: aknapp@caldwellcountry.com

Vendor Contact Mailing Address for Proposal/Contract Notices: P.O. Box 27
Caldwell, Texas 77836

Company Website: www.caldwellcountrychevrolet.com

Purchase Orders: All purchase orders from Cooperative members will be available through the 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 to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

[x] I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: aknapp@caldwellcountry.com

Purchase Order Contact: Averyt Knapp Phone: 979-567-6116

Alternate Purchase Order E-mail Address: agattis@caldwellcountry.com

Alternate Purchase Order Contact: Adrienne Gattis Phone: 979-567-6115

[ ] Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: aknapp@caldwellcountry.com

RFQ Contact: Averyt Knapp Phone: 979-567-6116

Alternate RFQ E-mail Address: agattis@caldwellcountry.com

Alternate RFQ Contact: Adrienne Gattis Phone: 979-567-6115

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:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: P.O. Box 27 **Department:** Fleet Department

City: Caldwell **State:** Texas **Zip Code:** 77836

Contact Name: Adrienne Gattis **Phone:** 979-567-6115

Invoice Fax: 979-567-0853 **Invoice E-mail Address:** agattis@caldwellcountry.com

Alternative Invoice E-mail Address: aknapp@caldwellcountry.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

***** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***

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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, LLC
Company Name

Signature of Authorized Company Official

Averyt 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. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
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 contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

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, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees 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). Accordingly, this certification form is included to the extent required by law.

"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, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

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, LLC

Company Name

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 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Averyt Knapp
Printed Name

Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name

August 6, 2019

Date

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 0-120 ARO

4. Vendor Reference/Quote Number: #601-19

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 of Authorized Company Official

Averyt Knapp
Printed Name

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

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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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

Designated Dealer Contact Person

Your Company Name | Signature of Authorized Company Official

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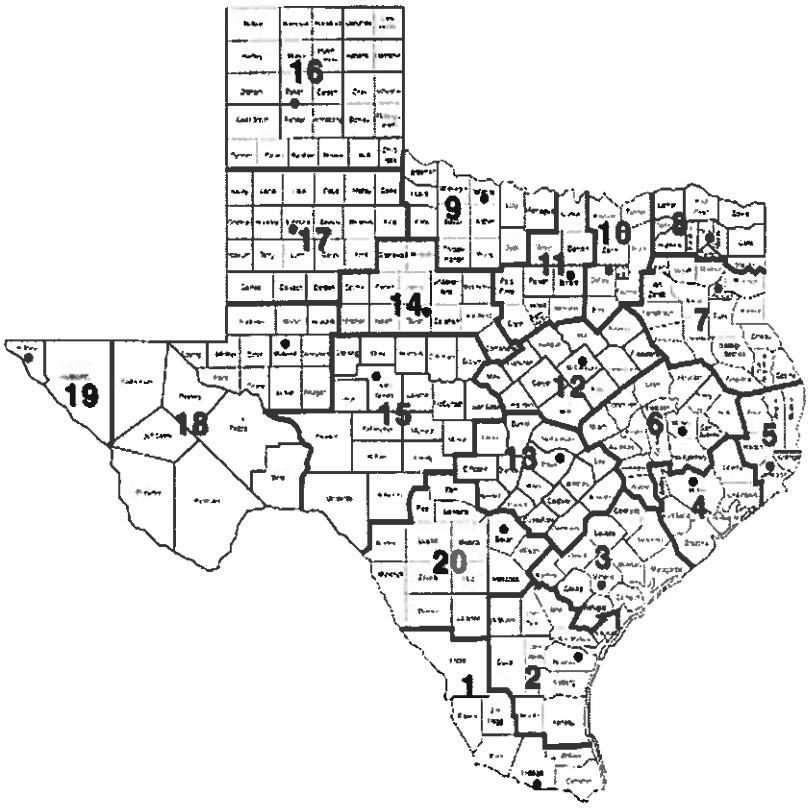
TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



☒ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

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.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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, LLC
Name of Vendor

#601-19
Proposal Invitation Number

Signature of Authorized Company Official

Averyt Knapp
Printed Name of Authorized Company Official

August 6, 2019
Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 19,867,477. (The period of the 12 month period is August 2018 / August 2019). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	Y	15 Years	070-A1
3. U.S. Communities Purchasing Alliance	N		
4. National IPA/TCPN	N		
5. Houston-Galveston Area Council (HGAC)	Y	12 Years	070-A1
6. National Joint Powers Alliance (NJPA)	N		
7. E&I Cooperative	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	Y	10 Years	070-A1

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5% **Proposed Discount (%):** 5%

Explanation: Offering the same discount

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, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Harris County	Robbie Rausin	713-755-7567	robbie.rausin@us.hctx.net	0%	150+
2.	City of Houston	Lena Farris	832-393-8729	lena.farris@houstontx.gov	0%	200+
3.	Gregg County	Maxey Cerliano	903-236-8406	maxey.cerliano@co.gregg.tx.us	0%	25+
4.	Texas A&M University	Angel Constancio	979-854-3847	agc@tamu.edu	0%	25+
5.	City of Fort Worth	Don Walker	817-392-5105	donald.walker@fortworthtexas.gov	0%	40+

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, LLC
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: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We plan to contact each of our cooperative customers via mail, phone, or email to let them know they can purchase multiple vehicles through the BuyBoard Contract for the best possible pricing.

Caldwell country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

August 6, 2019
Date

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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Caldwell Country Chevrolet, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor ____
Corporation ____
Limited Liability Company x
Partnership ____
Other ____ If other, identify ____

State of Incorporation (if applicable): ____

Federal Employer Identification Number: 14-1856872

(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.)*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CALDWELL AUTOMOTIVE PARTNERS, LLC

2 Business name/disregarded entity name, if different from above

CALDWELL COUNTRY CHEVROLET

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 27

Requester's name and address (optional)

6 City, state, and ZIP code

CALDWELL, TX 77836

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 8/21/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, 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.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	AK
2. Termination for Cause or Convenience	YES	AK
3. Equal Employment Opportunity	YES	AK
4. Davis-Bacon Act	YES	AK
5. Contract Work Hours and Safety Standards Act	YES	AK
6. Right to Inventions Made Under a Contract or Agreement	YES	AK
7. Clean Air Act and Federal Water Pollution Control Act	YES	AK
8. Debarment and Suspension	YES	AK
9. Byrd Anti-Lobbying Amendment	YES	AK
10. Procurement of Recovered Materials	YES	AK
11. Profit as a Separate Element of Price	YES	AK
12. General Compliance and Cooperation with Cooperative Members	YES	AK

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, LLC
Company Name

Signature of Authorized Company Official

Averyt Knapp
Printed Name

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Caldwell Country Chevrolet has been in the Government Fleet business since 2004 and been in business to sell vehicles for many years before that. We are currently not involved in a sale or any transaction that would significantly alter our business.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

We currently have a team to manage all of our Municipal contracts. We have over 40 years in Government Fleet experience and have adapted and hired the staff to support all our customers needs. We have dedicated years to building the municipal side of the business and do whatever we can to keep all of our customers happy. As a company, we have been working with the Buyboard for over 20 years.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Caldwell Country Chevrolet delivers over 3500 Chevrolet vehicles to various governmental agencies all over the State and Country. We have the financial capability to preform this contract and the insurance to cover it. We have not had any officers or owners involved in an financial troubles.

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Caldwell Country Chevrolet does NOT have any outstanding financial judgements or any defaults on loans.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC
Company Name

Signature of Authorized Company Official

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- [x] Completed: **Proposer's Agreement and Signature**
- [x] Completed: **Vendor Contact Information**
- [x] Completed: **Felony Conviction Disclosure and Debarment Certification**
- [x] Completed: **Resident/Nonresident Certification**
- [x] Completed: **No Israel Boycott Certification**
- [x] Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- [x] Completed: **Historically Underutilized Business (HUB) Certification)**
- [x] Completed: **Construction Related Goods and Services Affirmation**
- [x] Completed: **Deviation/Compliance**
- [x] Completed: **Location/Authorized Seller Listings**
- [x] Completed: **Manufacturer Dealer Designation**
- [x] Completed: **Texas Regional Service Designation**
- [x] Completed: **State Service Designation**
- [x] Completed: **National Purchasing Cooperative Vendor Award Agreement**
- [x] Completed: **Federal and State/Purchasing Cooperative Experience**
- [x] Completed: **Governmental References**
- [x] Completed: **Marketing Strategy**
- [x] Completed: **Confidential/Proprietary Information**
- [x] Completed: **Vendor Business Name with IRS Form W-9**
- [x] Completed: **EDGAR Vendor Certification**
- [x] Completed: **Proposal Invitation Questionnaire**
- [x] Completed: **Required Forms Checklist**
- [x] Completed: **Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List**
  **Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model 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: Proposers responding to this Proposal Invitation must submit their 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 Vehicles

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
13	Chevrolet Sonic (1LS 1JU69)	Compact Sedan	**Chevrolet Sonic (1LS 1JU69) Compact Sedan -** Chevrolet Sonic 1LS 1JU69 base model complete with all manufacturer's standard equipment.	$ 12,990.00	CHEVROLET SONIC 1JU69	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
14	Chevrolet Spark (1DR48)	Compact Sedan	**Chevrolet Spark (1DR48) Compact Sedan -** Chevrolet Spark 1DR48 base model complete with all manufacturer's standard equipment.	$ 10,575.00	CHEVROLET SPARK 1DR48	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
15	Chevrolet Impala LS (1GX69)	Full Size Sedan	**Chevrolet Impala LS (1GX69) Full Size Sedan -** Chevrolet Implala LS base model complete with all manufacturer's standard equipment.	$ 20,275.00	CHEVROLET IMPALA 1GX69	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
16	Chevrolet Malibu LS (1ZC69)	Mid Size Sedan	**Chevrolet Malibu LS (1ZC69) Mid Size Sedan -** Chevrolet Malibu LS base model complete with all manufacturer's standard equipment.	$ 14,545.00	CHEVROLET MALIBU 1ZC69	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
17	Chevrolet Trax (1JU76)	Sport Utility	**Chevrolet Trax (1JU76) Sport Utility -** Chevrolet Trax (1JU76) base model complete with all manufacturer's standard equipment.	$ 16,979.00	CHEVROLET TRAX 1JU76	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
18	Chevrolet Traverse (1NB56 FWD)	Sport Utility	**Chevrolet Traverse (1NB56 FWD) Sport Utility -** Chevrolet Traverse 1NB56 base model complete with all manufacturer's standard equipment.	$ 22,745.00	CHEVROLET TRAVERSE 1NB56	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
19	Chevrolet Traverse (1NV56 AWD)	Sport Utility	**Chevrolet Traverse (1NV56 AWD) Sport Utility -** Chevrolet Traverse 1NV56 base model complete with all manufacturer's standard equipment.	$ 24,375.00	CHEVROLET TRAVERSE 1NV56	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
20	Chevrolet Equinox Model LS (1XP26 FWD)	Sport Utility	**Chevrolet Equinox LS (1XP26 FWD) Sport Utility -** Chevrolet Equinox LS base model complete with all manufacturer's standard equipment.	$ 18,985.00	CHEVROLET EQUINOX 1XP26	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
21	Chevrolet Equinox Model LS (1XX26 AWD)	Sport Utility	**Chevrolet Equinox LS (1XX26 AWD) Sport Utility -** Chevrolet Equinox LS base model complete with all manufacturer's standard equipment.	$ 20,275.00	CHEVROLET EQUINOX 1XX26	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
22	Chevrolet Tahoe (CC15706-1FL)	Sport Utility	**Chevrolet Tahoe (CC15706-1FL) Sport Utility -** Chevrolet Tahoe, 2WD, base model complete with all manufacturer's standard equipment.	$ 32,485.00	CHEVROLET TAHOE CC15706	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
23	Chevrolet Suburban (CC15906-1FL)	Sport Utility	**Chevrolet Suburban (CC15906-1FL) Sport Utility -** Chevrolet Suburban, 2WD, 1/2 ton, base model complete with all manufacturer's standard equipment.	$ 36,320.00	CHEVROLET SUBURBAN CC15906	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
24	Chevrolet Colorado Pickup (12M53)	Extended Cab Pickup	**Chevrolet Colorado Extended Cab (12M53) Pickup -** Extended cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 18,920.00	CHEVROLET COLORADO 12M53	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
25	Chevrolet Silverado 1500 Pickup (CC10903)	Full Size Pickup, 1/2 ton, Regular cab	**Chevrolet Silverado 1500 Full Size (CC10903) Pickup -** 1/2 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 17,475.00	CHEVROLET 1500 CC10903	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
26	Chevrolet Silverado 2500HD Pickup (CC20903)	Full Size Pickup, 3/4 ton, Regular Cab	**Chevrolet Silverado 2500HD Full Size (CC20903) Pickup** - 3/4 ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 21,997.00	CHEVROLET 2500HD CC20903	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
27	Chevrolet Silverado 3500HD Pickup (CC30903)	Full Size Pickup, 1 ton, Regular Cab	**Chevrolet Silverado 3500HD Full Size (CC30903) Pickup** - 1 ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 23,175.00	CHEVROLET 3500HD CC30903	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
28	Chevrolet Colorado Chassis Cab (12M53)	Chassis Cab	**Chevrolet Colorado Chassis Extended Cab (12M53)** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.	$ 18,440.00	CHEVROLET COLORADO CHASSIS CAB 12M53	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
29	Chevrolet Silverado 3500HD Chassis Cab (CC31003)	Chassis Cab	**Chevrolet Silverado 3500HD Chassis Cab (CC31003)** - Silverado 3500 Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.	$ 22,575.00	CHEVROLET 3500HD CHASSIS CAB CC31003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
30	Chevrolet Express Cutaway (CG33503)	Cutaway Van	**Chevrolet Express (CG33503) Cutaway Van** - Chevrolet Express Cutaway Van, base model complete with all manufacturer's standard equipment.	$ 17,975.00	CHEVROLET EXPRESS CUTAWAY CG33503	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
31	Chevrolet Tahoe Police 9C1 (PPV CC15706)	Law Enforcement	**Chevrolet Tahoe (PPV CC15706) 9C1 Police Package** - 2WD, Police package with all manufacturer's standard equipment.	$ 26,975.00	CHEVROLET TAHOE POLICE PKG CC15706 PPV	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
32	Chevrolet Camaro (1AG37)	Sport Sedan	**Chevrolet Camaro (1AG37) Sport Sedan** - Chevrolet Camaro (1AG37) base model complete with all manufacturer's standard equipment.	$ 21,945.00	CHEVROLET CAMARO 1AG37	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
33	Chevrolet LCF 3500 12000 GVW (CP11003)	Low Cab Forward	**Chevrolet LCF 3500 12000 GVW (CP11003)** - gasoline engine, base model, complete with all manufacturer's standard equipment.	$ 26,475.00	CHEVROLET 3500 LCF CP11003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
34	Chevrolet LCF 4500 14500 GVW (CP31003)	Low Cab Forward	**Chevrolet LCF 4500 14500 GVW (CP31003)** - gasoline engine, base model complete with all manufacturer's standard equipment.	$ 27,675.00	CHEVROLET 4500 LCF CP31003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
35	Chevrolet LCF 5500HD 17950 GVW (CT51003)	Low Cab Forward	**Chevrolet LCF 5500HD 17950 GVW (CT51003)** - diesel engine, base model complete with all manufacturer's standard equipment.	$ 37,975.00	CHEVROLET 5500HD LCF CT51003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
36	Chevrolet LCF 5500XD 19500 GVW (CT61003)	Low Cab Forward	**Chevrolet LCF 5500XD 19500 GVW (CT61003)** - diesel engine, base model complete with all manufacturer's standard equipment.	$ 38,575.00	CHEVROLET 5500XD LCF CT61003	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
37	Chevrolet Express 2500 Cargo Van (CG23405)	Cargo Van	**Chevrolet Express 2500 (CG23405) Full Size Cargo Van** - Chevrolet Express, base model complete with all manufacturer's standard equipment.	$ 18,275.00	CHEVROLET EXPRESS CARGO VAN CG23405	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
38	Chevrolet BOLT 1FB48	Sport Utility	**Chevrolet Bolt EV (1FB48) all electric Sport Utility** - Chevrolet Bolt EV LT base model complete with all manufacturer's standard equipment.	$ 28,975.00	CHEVROLET BOLT 1FB48	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
39	Chevrolet Express 2500 Passenger Van (CG23406)	Passenger Van	**Chevrolet Express 2500 (CG23406) Full Size Passenger Van** - Chevrolet Express base model complete with all manufacturer's standard equipment.	$ 20,875.00	CHEVROLET EXPRESS PASSENGER VAN CG23406	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
40	Chevrolet 4500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 4500** - Medium Duty Chassis Cab, 16,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ 35,470.00	CHEVROLET 4500 MEDIUM DUTY CC56403	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
41	Chevrolet 5500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 5500-** Medium Duty Chassis Cab 18,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ 36,175.00	CHEVROLET 5500 MEDIUM DUTY CC56403	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
42	Chevrolet 6500 Silverado Medium Duty (CC56403)	Medium Duty Chassis Cab	**Chevrolet Silverado Medium Duty (CC56403) Silverado 6500 -** Medium Duty Chassis Cab, 21,000 GVWR Minimum, base model complete with all manufacturer's standard equipment.	$ 39,385.00	CHEVROLET 6500 MEDIUM DUTY CC56403	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
43	Chevrolet Blazer (1NH26)	Sport Utility	**Chevrolet Blazer (1NH26) Sport Utility -** Chevrolet Blazer base model complete with all manufacturer's standard equipment.	$ 28,275.00	CHEVROLET BLAZER 1NH26	Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section II: GMC Vehicles						
44	GMC Terrain (TLX26)	Sport Utility	**GMC Terrain (TLX26) Sport Utility -** GMC Terrain SLE base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
45	GMC Yukon (TC15706)	Sport Utility	**GMC Yukon (TC15706) Sport Utility -** GMC Yukon SLE base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
51	Buick Enclave (4NB56) FWD	Sport Utility	**Buick Enclave (4NB56) FWD Sport Utility** - Buick Enclave 1SD base model complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
Section IV: Chevrolet/GMC/Buick Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.						
52	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options.** **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	5 _____%	GENERAL MOTORS / CHEVROLET PRICE SCHEDULE	NONE
53	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options, Equipment, and Supplies.** **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	0 _____%	NONE	NONE
54	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts and Supplies	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts and Supplies.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	10 _____%	GENERAL MOTORS / CHEVROLET PRICE SCHEDULE	NONE
55	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	0 _____%	NONE	NONE
56	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	0 _____%	NONE	NONE

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Section V: Chevrolet/GMC/Buick Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	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
57	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service** - State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ 90. /Hour	NONE	NONE
58	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair** - State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ 90. /Hour	NONE	NONE
59	Delivery Fee	Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles	**Per Mile Delivery Fee for Vehicles, Trucks, or Motorcycles** - State the **Not to Exceed** per mile delivery fee for Vehicles.	$ 2.85 /Mile	NONE	CUSTOMER PICKUP

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

I. Proposal Invitation Forms; Vendor Contact Information. On the Vendor Contact Information form, **Invoices**, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, **Invoices** section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").

II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee
Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 2

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Autocar Trucks/Vehicles** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Autocar Vehicles						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
4A	Autocar	Autocar DC64 Cab and Chassis, Conventional Cab	**Autocar DC64** - Cab and chassis, Conventional Cab, Cummins L9 300 HP with Allison 3000 Series, 5 speed transmission, complete with manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Mitsubishi Trucks/Vehicles** – Proposal specifications for line items 281 to 289 have been revised as follows.

   a. Line Items 281-285: DOHC 4-cylinder turbocharged intercooled diesel engine is **deleted and replaced** with diesel engine only.
   b. Line Items 286-289: DOHC 4-cylinder turbocharged gas engine is **deleted and replaced** with 6.0L V8 gas engine with 297 HP.

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3. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section IIIA: Police Motorcycles - Yamaha						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
348A	Yamaha	Yamaha FJR1300 P Police Motorcycle	**Yamaha FJR1300 P Police Motorcycle** - 1298 cc, liquid -cooled, DOHC inline 4 cylinder, 16 valve engine, equipped with standard police equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL DUE DATE

1. The proposal due date has been extended to **August 29, 2019, at 4:00 P.M.**

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturer, the detailed specifications for base model vehicles/trucks have been added.

1. **Freightliner Sprinter Trucks/Vehicles** – Proposal specifications have been added and issued with the specified models listed below.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.)* are to be included in the base model price(s). Vehicle fees not included in the base model 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: Freightliner Sprinter Vehicles

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
410	Freightliner	Sprinter C2500	**Freightliner Sprinter C2500** - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
411	Freightliner	Sprinter C3500	**Freightliner Sprinter C3500** - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
412	Freightliner	Sprinter 3500 C/C	**Freightliner Sprinter 3500 C/C** - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
413	Freightliner	Sprinter P2500 Passenger Van	**Freightliner Sprinter P2500 Passenger Van** - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTUER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
414	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all **Original Equipment Manufacturer (OEM) Options.** **Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
415	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off **Third Party (not OEM) and Unpublished Options and Equipment.** **Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.**	_____%		
416	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts	Please state the discount (%) off catalog/pricelist for all **Original Equipment Manufacturer (OEM) Parts.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

(Manufacturer specification sheets and options pricelist must be submitted with proposal.[1])

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist	Exceptions to Discount
417	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off **Floor Plan and/or Lot Insurance** (dealer inventory vehicles and upfitting vehicles).	_____%		
418	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off **Extended Service Maintenance Agreements.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

Section III: Freightliner Sprinter Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	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
419	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	**Hourly Labor Rate for Vehicle Installation or Repair Service** - State the **Not to Exceed** hourly labor rate for Installation or Repair Service.	$ _____/Hour		
420	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	**Hourly Labor Rate for Paint and Body Repair** - State the **Not to Exceed** hourly labor rate for Paint and Body Repair.	$ _____/Hour		
421	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	**Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles** - State the **Not to Exceed** per mile delivery fee for Vehicles.	$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 4

Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)
For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Isuzu Trucks** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Isuzu Trucks						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
424	Isuzu	Isuzu Cabover	**Isuzu Cabover – NPR-HD 14500** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
425	Isuzu	Isuzu Cabover	**Isuzu Cabover – NPR-XD 16000** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
426	Isuzu	Isuzu Cabover	**Isuzu Cabover – FTR 25950** GVW, diesel engine, complete with all manufacturer's standard equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

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2. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section III: Police Motorcycles -Honda						
Item No.	**Specified Brand and Model**	**Vehicle Type**	**Full Description**	**Base Model Price** (Inclusive of all vehicle fees EXCEPT delivery fee)	**State Brand and Model**	**Vehicle Options and Equipment**
427	Honda	Honda Gold Wing Police Motorcycle	**Honda Gold Wing GL1800B Police Motorcycle** - 1833 cc, Horizontally opposed six (6) cylinder, Six speed transmission, ABS braking, Slipper clutch, Cruise control, Apple car play capable, XM weather, radar and traffic capable, equipped with standard police equipment.	$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: _____ Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

GENERAL MOTORS FLEET

August 23, 2019

Caldwell Country Chevrolet
Caldwell, TX

RE: Letter of Supply

This Letter of Supply is in reference to the offer for Caldwell Country Chevrolet, 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 dealers 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,

Yuri W. Tello
Manager, Global Fleet & Government Sales Support
General Motors Fleet

Cc: Bob Wheeler

General Motors LLC
100 Renaissance Center
Detroit Michigan 48265
MC 482-A20-D96

Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: F138205

GENERAL DISTINGUISHING NUMBER:

P118166	Motorcycle
P48408	Motor Vehicle
P118167X	Utility Trailer/Semi-Trailer

Caldwell Country Chevrolet, LLC
Caldwell Country Chevrolet, Jon Hildebrand's Caldwell Country,
PO BOX 27
CALDWELL, TEXAS BURLESON 77836-0027

EXPIRES: 02-28-2021
PHYSICAL LOCATION:
800 STATE HIGHWAY 21 E
CALDWELL, TEXAS BURLESON 77836-4512

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Chevrolet : AA-Passenger Auto, Chevrolet : LT-Light Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

City of Galveston

FLEET FACILITIES
STAFF REPORT

October 23, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing purchases of small trailers utilizing the HGAC Buy Cooperative Purchasing contract with Nationwide Trailers, and authorize the City Manager to execute the contract upon final approval by the City Attorney. Estimated costs for products not to exceed Council approved budgets.

I. Background

A. The City of Galveston is a member of the HGAC Buy cooperative purchasing program, which allows the city to utilize contracts that have been competitively bid.

B. The contracts were solicited and awarded by HGAC Buy and this allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements.

C. Texas Government Code Chapter 791 authorizes local governments to contract with each other and any agencies of the State of Texas.

D. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation.

E. The services that will be utilized will be the purchase of smaller trailers for the city fleet.

II. Current Situation

The City Council will have to approve allowing purchases of small trailers utilizing the HGAC Buy Cooperative Purchasing contract with Nationwide Trailers, and authorize the City Manager to execute the contract upon final approval by the City Attorney. Estimated costs for products not to exceed Council approved budgets.

III. Alternatives in order of priority

A. Approve the recommendation.

1. Cost - estimated to exceed $15,000 annually.
2. Timing - contract is needed as soon as possible.
3. Departmental Improvements - will provide the city with equipment inventory and services at the lowest price.

B. Do not approve the recommendation.

1. Cost - estimated to exceed $15,000 annually.
2. Timing - purchases made on an *as needed basis.*

3. Departmental Improvements - will provide the city with equipment inventory and services at an increased price.

IV. Environmental Impact

The listed businesses are structured to follow the guidelines established by the EPA and the TCEQ.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Various City Accounts
Cost	As provided for through budgets adopted by City Council and administered by the City Manager
Savings Estimation	Will help reduce unit repair costs.

VI. Recommendation

Concur in *Alternative A* and allowing purchases of small trailers utilizing the HGAC Buy Cooperative Purchasing contract with Nationwide Trailers, and authorize the City Manager to execute the contract upon final approval by the City Attorney. Estimated costs for products not to exceed Council approved budgets.

Respectfully Submitted

David Smith
Executive Director

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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 Nationwide Trailers, LLC, hereinafter referred to as the Contractor, having its principal place of business at 8410 N Fwy, Houston, TX 77037.

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 Nov 01 2018 and ends Oct 31 2020. 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 CPR 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 CPR 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 notifiy 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:

Nationwide Trailers, LLC

Signature DocuSigned by: Gary Dueck E6DD2E86753E4E8...

Name Gary Dueck

Title VP

Date 10/2/2018

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/28/2018

DocuSign Envelope ID: 266370FF-6F0D-4E3F-9637-24D9413055FE

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 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 art 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

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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
Nationwide Trailers LLC
Trailers - Equipment, Cargo, And Specialty
Contract No.: TR11-18

H-GAC Product Code	Item Description	Percentage Discount off Retail/List Price
TR18Q074	PJ Trailers: open flatdeck trailers pricing catalog Effective 02/23/2018	10%
TR18Q075	PJ Trailers: open tilt trailers pricing catalog Effective 02/23/2018	10%
TR18Q076	PJ Trailers: dump trailers pricing catalog Effective 02/23/2018	10%
TR18Q077	PJ Trailers: open carhauler trailers pricing catalog Effective 02/23/2018	10%
TR18Q078	PJ Trailers: open utility trailers pricing catalog Effective 02/23/2018	10%

City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 28TH Street Galveston Texas 77550
409-797-3700

January 13, 2020

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

From: Mario Rabago, Director of Parks and Recreation

RE: Consider for Approval the Purchase, Delivery and Placement of Two (2) Modular Restroom Buildings, Wheelchair Ramp and Stairs from Mobile Modular (BuyBoard Contract #556-18) for Lee and Joe Jamail Park and Sandhill Crane Soccer Complex for the Amount of $131,372.00. Authorizing the City Manager to Execute all Necessary Documents upon Final Approval by the City Attorney.

I. Background

A. In April 2019 City Council approved 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.
B. Lee and Joe Jamail Park is located on 61st street. It is a very popular fishing spot and scenic location.
C. Sandhill Crane Soccer Complex has 15 soccer fields. It serves as "homefield" for the Galveston Youth Soccer Club and hosts games, tournaments and practices.
D. Lee and Joe Jamail Park and the Sandhill Crane Soccer Complex are equipped with one restroom trailer and one modular restroom respectively.
E. The restrooms at both parks are not equipped with handicap ramps or handicap stalls.
F. The restrooms at both parks are more than ten years old and in need of replacement.
G. Staff listed the need for new handicap equipped restrooms for both parks as Parks Package #3 items.
H. Staff researched modular restroom vendors and chose to recommend Mobile Modular (BuyBoard contract #556-18) to replace the restrooms located at both parks.

II. Current Situation

A. The restroom trailer and modular restroom located at Lee and Joe Jamail Park and the Sandhill Crane Soccer complex are more than ten years old, are not handicap equipped and are in need of replacement.
B. The replacement of both restrooms is listed as an IDC Parks Package #3 project.
C. Staff is recommending Council to approve the purchase, delivery and placement of two(2) handicap equipped modular restrooms, access ramps and stairs from Mobile Modular (BuyBoard Contract #556-18) for the amount not to exceed $131,372.00.

2222 28TH Street Galveston Texas 77550
409-797-3700

III. Alternatives in Order of Priority

A. Accept staff's recommendation to approve the purchase, delivery and placement of two (2) handicap equipped modular restrooms, access ramps and stairs from Mobile Modular (BuyBoard Contract #556-18) for the total amount of $131,372.00.

B. Do not approve staff's recommendation to replace the restrooms at Lee and Joe Jamail Park and Sandhill Crane Soccer Complex with two (2) handicap equipped modular restrooms, handicap ramp and stairs from Mobile Modular.

IV. Recommendation

Concur with alternative A and approve staff's recommendation to approve the purchase, delivery and placement of two (2) handicap equipped modular restrooms, access ramps and stairs from Mobile Modular (BuyBoard Contract #556-18) for the amount of $131,372.00.

V. Fiscal Impact Report

Requested by:	Mario Rabago Director of Parks and Recreation
Funding Source:	IDC Parks Package #3 $131,372.00
Purchase Price	$131,372.00
Total Cost	**$131,372.00**

Respectfully Submitted,

Mario Rabago
Director of Parks and Recreation

Approved,

Brian Maxwell
City Manager

BuyBoard®
Cooperative Purchasing

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

February 1, 2019

Sent via email

Re: Modular Buildings, Classrooms, & Relocation Services
BuyBoard Contract 556-18

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Modular Buildings, Classrooms, & Relocation Services, BuyBoard Contract 556-18, effective March 1, 2018 through February 28, 2019, with two possible one-year renewals. At this time, we are renewing your contract through February 29, 2020.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member**. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W. Burkett

Connie W Burkett, *CTSBS*
Contract Administrator

Mobile Modular Management Corporation
4445 E Sam Houston Parkway South
Pasadena, TX 77505-3912
Phone: (281) 487-9222
Fax: (281) 487-1289
www.mobilemodular.com

Sale Quotation and Agreement

Quotation Number: 291248
Customer PO/Ref:
Date of Quote: 01/14/2020

Sign up for the Easy Sale Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
City of Galveston Galveston, TX 77551 Mario Rabago mrabago@galvestontx.gov Phone: (409) 797-3673	City of Galveston Galveston, TX 77551 Mario Rabago mrabago@galvestontx.gov Phone: (409) 797-3673	**Questions?** Contact: Ashley Puerto ashley.puerto@mobilemodular.com Direct Phone: (713) 378-8516 Fax: 281-487-7814

Product Information	Qty	Purchase Price	Extended Purchase Price
Restroom, 12x30 TX Custom *Restroom Building.Non-Standard Configuration.Size excludes 4' towbar.Configuration and Fixture Count Varies.* *BuyBoard Contract #556-18*	2	$52,226.00	$104,452.00

Charges Upon Delivery	Qty	Charge Each	Total One Time
Restroom, 12x30 TX Custom			
Block and Level Building (A3)	2	$1,300.00	$2,600.00
Construct Wood Ramp (optional) *20x8 deck, 5x30 ramp, steps*	2	$8,650.00	$17,300.00
Delivery Haulage 12 wide	2	$2,250.00	$4,500.00
Installation, Skirting, Wood	168	$15.00	$2,520.00
			$26,920.00

Special Notes

This quote does not include the cost of a raised elevation that may be required in Galveston, permitting, site prep, or utility connections or building access. Buildings containing a restroom(s): Restrooms are not self-contained. , manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.
Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.
Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.
Delivery Date:
Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.
Delivery of Equipment:
Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.
General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.
Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.
Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the

minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Floor Plans

Additional Information

- Quote is valid for 30 days.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Down Payment required on execution.
- **Prices do not include applicable tax.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Sale Quotation and Agreement

Quotation Number: 291248
Customer PO/Ref:
Date of Quote: 01/14/2020

mobile modular
Your Project – Our Commitment

Mobile Modular Easy Sale. Sign Me Up!

Getting your modular building on its way has never been easier... and faster. With Mobile Modular Easy Sale you can convert your Sale Quotation directly into a Sale Agreement by signing below. Once we receive your signed Easy Sale option, we'll finalize your building details and get your project on its way.

Review and acknowledge agreement.

This Quotation is subject to Mobile Modular Management Corporation, a California corporation, herein known as seller (the "Seller"), credit approval of Customer, herein known as buyer (the "Buyer"). Seller does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Seller's Sale Agreement. Such sale, and customer's agreement thereto, is subject to Seller's standard terms and conditions located on the Seller's web site at (www.mobilemodular.com/contractterms) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Seller. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Buyer shall be effective against Seller, whether made hereon, contained in any printed form of Sale or elsewhere, unless accepted in writing by Seller. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Seller's Sale Agreement shall carry no force or effect except as an instrument of billing.

Seller:
Mobile Modular Management Corporation

By: _____

Name: _____

Title: _____

Date: _____

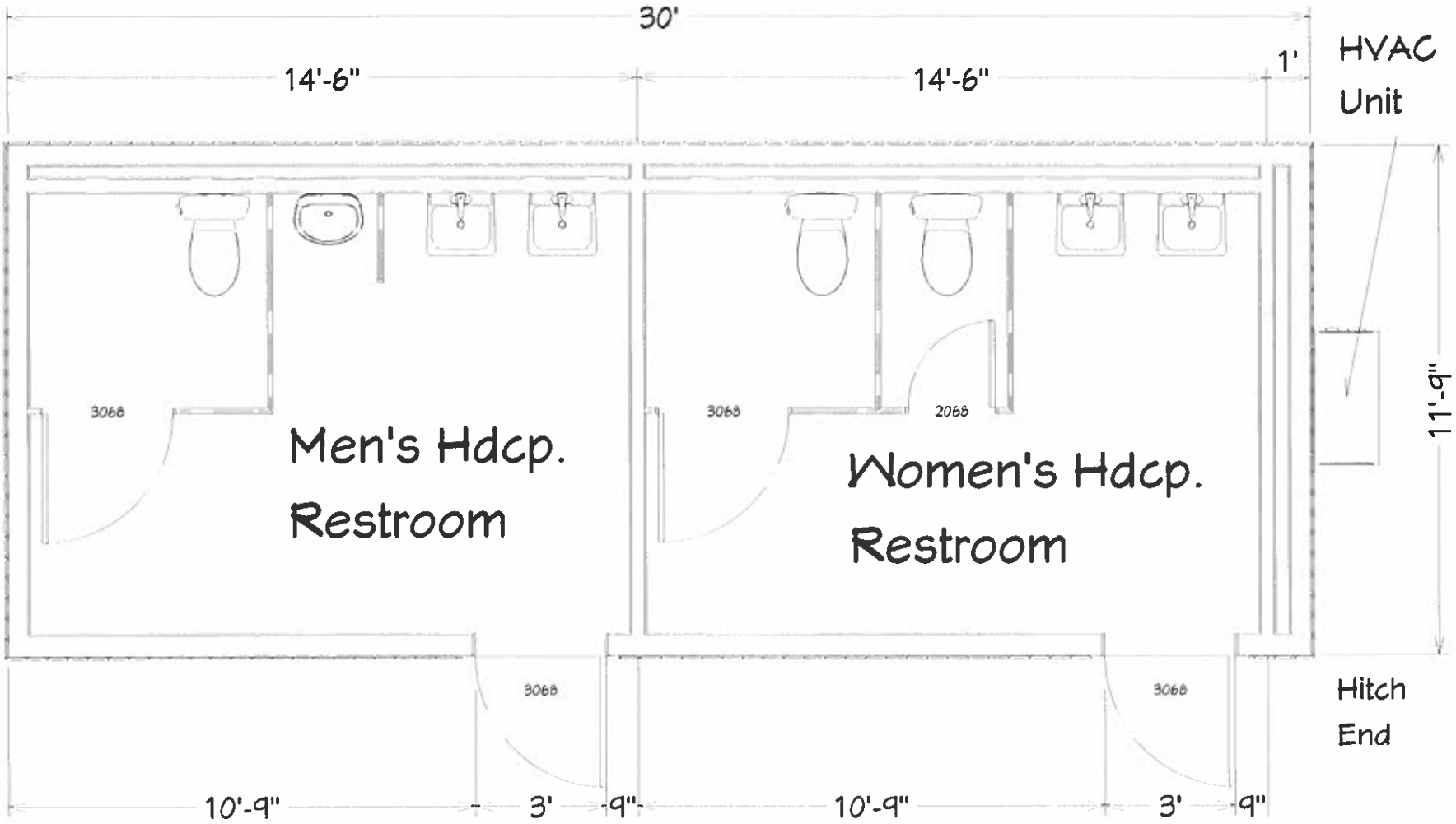
Buyer:
City of Galveston

Signature: _____

Print Name: _____

Title: _____

Date: _____



Mobile Modular Management

Indicom Buildings, Inc.

IB-0002-2020 01/02/19 BDA

No Scale

City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 28TH Street Galveston Texas 77550
409-797-3700

January 13, 2020

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

From: Mario Rabago, Director of Parks and Recreation

RE: Consider for Approval the Bid from GT Roofing, Painting and Construction to Build a 2,800 sq. ft. Outdoor Deck at the Lasker Park Pool. Authorizing the City Manager to Execute all Necessary Documents upon Final Approval by the City Attorney.

I. Background

A. In April 2019 City Council approved 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.
B. The Lasker Park Pool is very popular and received 21,271 visitors in 2019. Amenities at the pool include a splash pool, lap pool, snack bar and picnic tables.
C. Lasker Pool receives IDC funding in the amount of $400k annually to help pay for operational expenses.
D. Staff has been tasked with seeking alternative revenue generating opportunities to increase pool revenues and help reduce IDC funding.
E. Staff has received several requests to rent pool space for private parties.
F. Lasker Pool daily visitation on high season weekends averages 400 people. Space is limited as well as the availability of picnic tables.
G. Staff believes that the addition of a pool deck for hosting private parties will generate additional funding to help pay for the cost of pool operations.
H. The installation of a new pool deck to host private parties was listed as an IDC Parks Package #3 project.
I. Staff solicited and evaluated bids for a 2,800 sq. ft. outdoor deck for Lasker Pool.
J. Bid Amounts were
   - GT Roofing, Painting & Construction - $48,700.00
   - Immaculate Painting & Construction - $49,090.81
   - I AM Construction – Declined to Bid

II. Current Situation

A. Staff is seeking alternative revenue generating programs for Lasker Pool and believes that the addition of a new pool deck to host private pool parties will generate additional revenue.

B. The installation of a new pool deck to host private parties was listed as an IDC Parks Package #3 project.

C. Staff is recommending Council to approve the bid from GT Roofing, Painting and Construction to build a 2,800 sq. ft. outdoor deck at Lasker Pool for the amount of $48,700.00.

III. Alternatives in Order of Priority

A. Accept staff's recommendation to approve the bid from GT Roofing, Painting and Construction to build a 2,800 sq. ft. outdoor deck at Lasker Pool for the amount of $48,700.

B. Do not approve staff's recommendation to approve the bid from GT Roofing, Painting and Construction to build the outdoor pool deck at Lasker Pool.

IV. Recommendation

Concur with alternative A and approve staff's recommendation to approve the bid from GT Roofing, Painting and Construction to build a 2,800 sq. ft. Outdoor Deck at Lasker Pool for the amount of $48,700.

V. Fiscal Impact Report

Requested by:	Mario Rabago Director of Parks and Recreation
Funding Source:	IDC Parks Package #3 $48,700.0
Purchase Price	$48,700

Respectfully Submitted,

Mario Rabago
Director of Parks and Recreation

Approved,

Brian Maxwell
City Manager

GT ROOFING, PAINTING & CONSTRUCTION
MAIN: 713-344-7690
LEAGUE CITY, TX 77574
E-mail: gtroofpaint1.cg@gmail.com

Quotation

Quotation no: 123019-01

Date:

TO: ***Lawrence Thomas, Assistant Director***
Parks & Recreation Department
P.O. Box 779 Galveston, TX 77553 | 2222 28th St Galveston, TX 77550 D: 409.797.3703 | F: 409.356.4007 | lthomas@galvestontx.gov

RE: Bid Proposal
Lasker Park Deck Project
2016-43 street, Galveston Texas 77550

Description	QTY	Total
Exterior Trim & Decks • Construct and build out half circle 2,800 sq ft deck • All deck boards to be of Trex Material. • All ground supports, joist and blocking to be done with pressure treated lumber. • All nails and screws used will be Stainless steel. • Deck will start approximately 27' from Large Live Oak to South. • Install 110' of galvanized hand railing across south side of deck and Down one side of both ADA ramps • Labor • Piers 2' deep (approx.) • Haul all trash and debris • All labor and materials included • Project to be completed in two weeks from start date or it shall be subject to change when deemed necessary by the City of Galveston Park and Recreation Dept.		

- *Materials are included in this quotation*
- *Quotation valid for 30 days*
- *Please make payment and checks payable to:*

GT Roofing, Painting, & Construction

Total:	**$48,700**
Deposit:	
Balance:	

Immaculate
PAINTING & CONSTRUCTION, LLC

4202 Avenue S
Galveston, Texas 77550
Office: (409)750-9973
Email: Immaculatepainting.info@gmail.com
Web: www.immaculatepaint.com
Minority Owned Business Certification #: 801457432

Estimate

Date	Estimate #
12/18/2019	2383

Name / Address
City of Galveston

Project	Terms
Lasker Park	Net 15

Description	Qty	Rate	Total
Exterior Trim & Decks Construct and build out half circle 2,800 sqft deck. All deck boards to be of Trex Material. All ground supports, joist and blocking to be done with pressure treated lumber. All nails and screws used will be stainless steel. Deck will start approximately 27' from Large Live Oak to South.		14,173.76	14,173.76
Install 110' of galvanized hand railing across south side of deck and down one side of both ADA ramps		15,913.92	15,913.92
Labor		18,943.13	18,943.13

Your signature as agent for the above purchaser denotes acceptance of this quote. To convert quote to an order- sign and date below and return to Immaculate Painting and Construction. we will contact you upon receipt regarding any additional information and/or arrangements necessary.

Subtotal	$49,030.81
Sales Tax (8.25%)	$0.00
Total	$49,030.81

Signature Date

Jennifer Ramirez

From: Lawrence Thomas
Sent: Wednesday, January 15, 2020 8:28 AM
To: Jennifer Ramirez
Subject: Fwd: Deck and Skate park

Sent from my iPhone

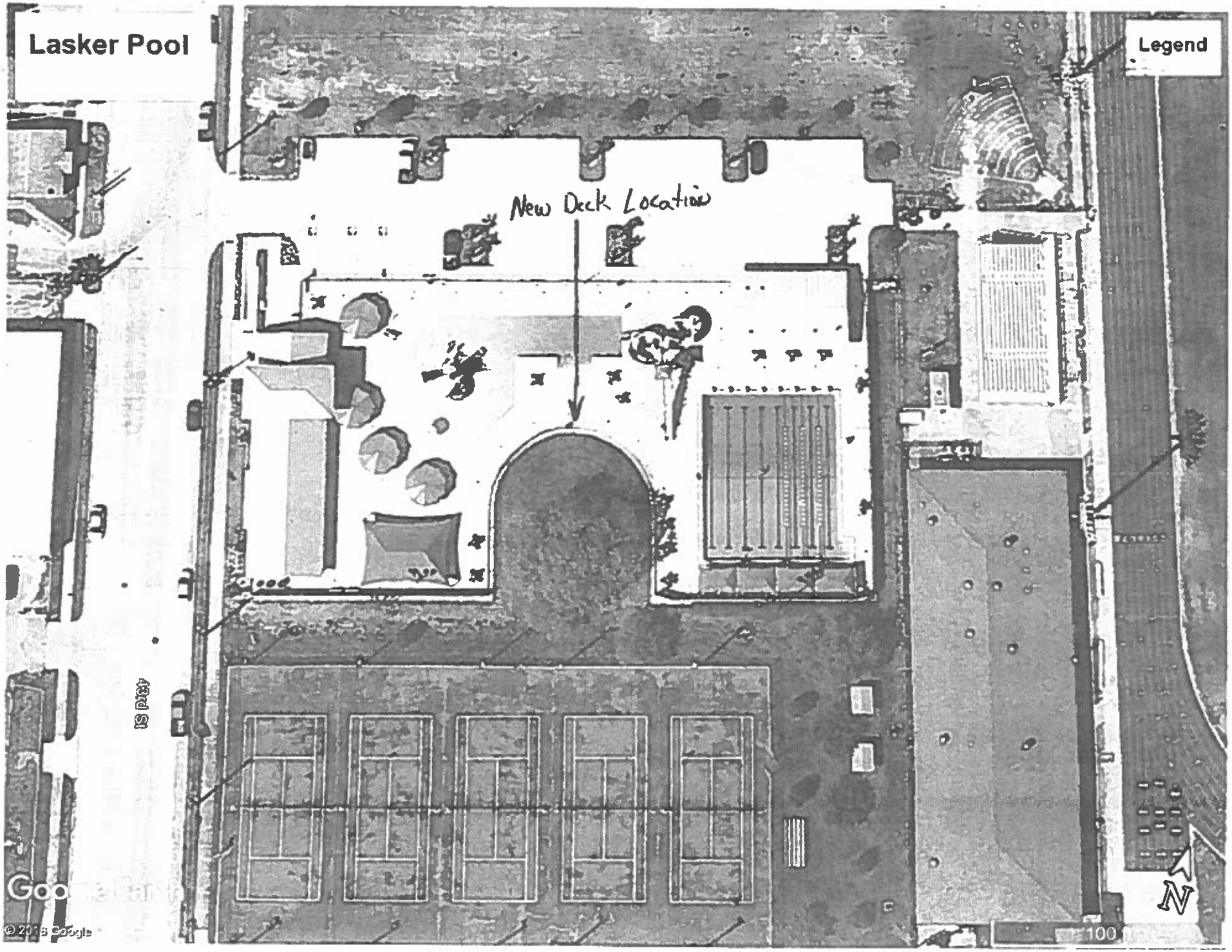
Begin forwarded message:

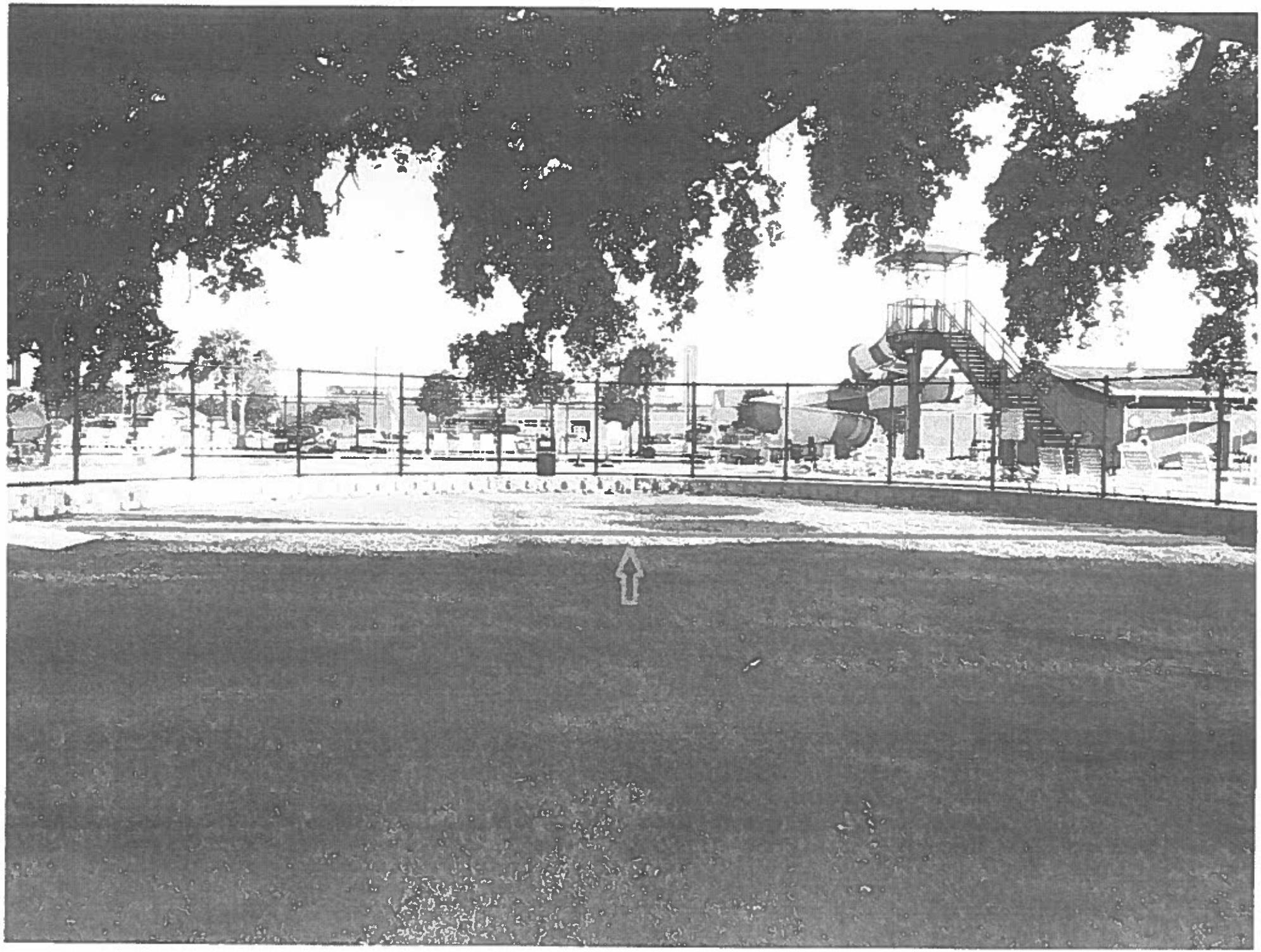
> **From:** I AM C&M <admin@iam-cm.com>
> **Date:** January 14, 2020 at 11:22:26 PM CST
> **To:** Lawrence Thomas <LThomas@GalvestonTX.Gov>
> **Subject: [EXTERNAL] Deck and Skate park**
>
> Good morning Mr Lawrence. I AM Construction will not be bidding on Deck and skate park. Thank you for your consideration.
>
> Ed Williams
>
> I AM Construction & Maintenance
> 5300 M Braeswood Blvd
> Houston,Tx 77096

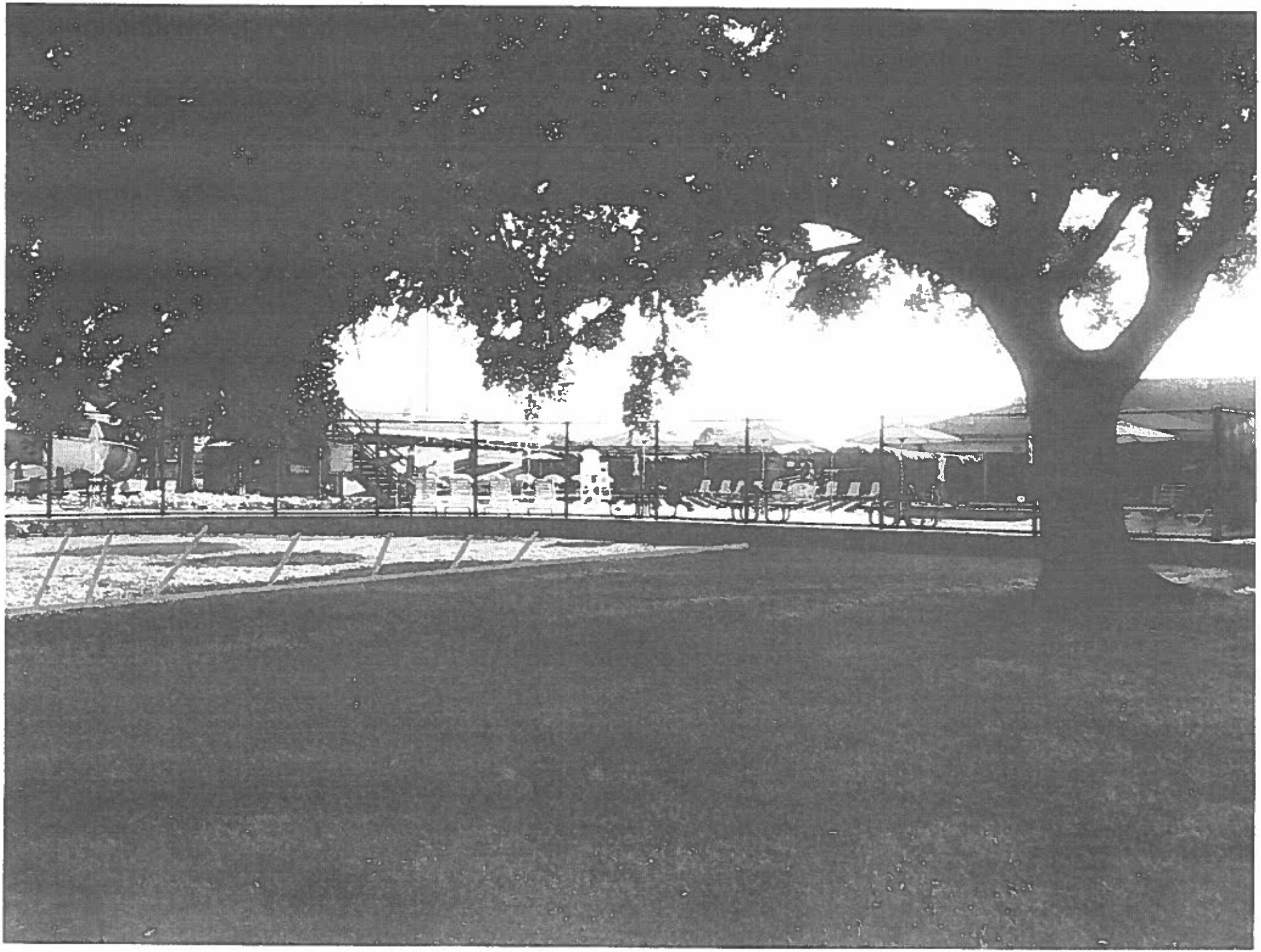
Lasker Community Pool
Pool Deck Scope of Work

The City of Galveston is accepting bids for the construction of a 2,800 square foot outdoor deck to be located at the Lasker Park Community Pool.

1) Location – Lasker Park 2016 43rd Street Galveston Texas 77550
2) Furnish all labor and materials for the construction and build out of a half circle approximately 2,800 sq. ft. outdoor/exterior deck with hand railing
3) Approximately 110' of galvanized hand railing across the south side of deck and along one side of both ADA ramps
4) Deck will start approximately 27' from a large live oak to the South (see attached pics). Tree must not be disturbed.
5) All deck boards to be of Trex brand or equal or superior type material
6) All ground supports, piers, joist and blocking will be constructed with pressure treated lumber
7) All nails, fasteners and screws must be stainless steel
8) All construction/workmanship, engineering and design to meet or exceed industry standards for commercial grade usage
9) Site preparation including dirt work and identification of underground utility locations
10) Removal of post construction materials and general clean-up of site
11) Compliance with all Local, State and Federal permitting requirements
12) Compliance with all Local, State and Federal Labor Laws
13) Contractor responsible for all permitting costs
14) Provide construction time-line for completion of project
15) **Bids due on or before Friday January 10, 2020**
16) Contact Mario Rabago 409-797-3673 mrabago@galvestontx.gov or Erica Peace 409-370-2164 epeace@galvestontx.gov for any questions or to schedule a site visit


Lasker Pool
Legend
New Deck Location
43rd St
N
100
© 2018 Google





AGREEMENT BETWEEN THE CITY OF GALVESTON AND GALVESTON LASSIE LEAGUE FOR THE USAGE OF WATSON, CARTER, AND GODNICH BASEBALL FIELDS

THIS AGREEMENT (Agreement), effective when executed and for three (3) years, and is entered into by and between the City of Galveston, Texas, ("City") and Galveston Lassie League ("GLL") collectively referred to herein as the "parties".

WHEREAS, the City of Galveston owns the land and structures that collectively make up the Watson, Carter, and Godnich Baseball Fields ("the site"); and,

WHEREAS, the City of Galveston has previously agreed to allow Galveston Lassie League to conduct its baseball activities at the site; and,

WHEREAS, the City of Galveston and Galveston Lassie League desire to enter into an agreement to allow the continuance of baseball activities at the site for the upcoming baseball season; and,

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the parties hereto agree as follows:

I. PURPOSE AND RESPONSIBILITIES:

The City of Galveston and Galveston Lassie League agree, under the terms and conditions provided herein, to permit Galveston Lassie League to use Watson, Carter, and Godnich Baseball Stadiums for the use of baseball activities. The City of Galveston has the right to use the ballfields at its discretion for the purpose of increasing usage of the ballfields for tournaments and events. The City will avoid scheduling tournaments and other events during league sponsored games and tournaments. Use of these fields are subject to applicable ballfield rental fees. Such fees must be paid to the City a minimum of ten days prior to the event necessitating the fees. GLL may not charge third party vendors rental fees. There is no rental fee for in house tournaments sponsored by GLL.

Both parties:

Both parties shall schedule an annual site visit in March of every year of this agreement, the purpose of which is to develop a list of future capital projects related to the site. This plan shall be finalized as of May 1 of every year of this agreement. Both parties shall schedule an annual site visit in October of every year, the purpose of which is to assess the maintenance needs of the site and develop a prioritized list of projects, to include timelines, roles, and responsibilities. Costs for repairs, maintenance, or any other work not done by the City or GLL will be borne by the party that requested the repairs. Either party may ask the other party for assistance with paying those costs. Either party may, but is not required to, offer such assistance.

The sale of food and/or beverage is subject to the written authorization from the City, and any sale of food and/or beverage must follow all applicable federal, state, and local laws and regulations. The City has the right to require GLL or a third-party vendor to enter into a concession agreement for such sales. The consumption of alcohol at the site is prohibited.

Galveston Lassie League:

GLL may assist in the purchase of materials for minor maintenance and repairs that will keep the site in the best possible condition. GLL is responsible for immediately notifying the City of potential safety hazards. GLL must notify the City of repair and improvement projects that are in excess of ten thousand ($10,000.00) dollars. All repairs and improvements must be in compliance with local codes and permitting requirements. GLL is responsible for maintaining litter and trash of the site, specifically the playing area, and any other areas on the site where spectators may be located, during events scheduled by GLL, and immediately following such events. GLL is responsible for cleaning and stocking restrooms during events. The City will supply the materials needed for the required maintenance.

GLL will have priority in utilizing the site for practice, scheduled games, playoff games, tournaments, camps, and clinics. GLL is required to submit a seasonal game schedule, tournament schedule, and must otherwise notify the City of all other uses of the site as soon as the information is known, or a minimum of ten days before the event. Any third-party tournament promoters must submit, within ten (10) business days of their event, advance proof of one million ($1,000,000.00) dollars of general liability insurance naming the City of Galveston as an additional insured. GLL is responsible for properly securing the site after all games, tournaments, events, and practices. GLL must maintain a minimum of one million ($1,000,000.00) dollars of general liability insurance naming the City of Galveston as additional insured. GLL is required to submit a copy of any and all insurance claims arising during the term of this agreement to the City as soon as they become available.

GLL is responsible for pre-disaster inventory, removal and/or securing of equipment, materials and supplies owned by GLL.

Installation of equipment at the cost of GLL for services including but not limited to internet service, Wi-Fi, TV cable, satellite service, security and surveillance system must be approved in writing by the City prior to installation. The City of Galveston will have full access and unlimited usage of the equipment and services at all times and for any purpose at no cost to the City.

City of Galveston:

The City of Galveston is responsible for maintaining ballpark facilities and playing fields during regularly scheduled hours. Ballpark facility maintenance and repair includes the concession stand, bleachers, lighting, fencing, restrooms, regularly scheduled mowing, playing field irrigation, fertilization, aeration and broadleaf and crabgrass control.

The City is responsible for maintaining litter and trash at the site during regular work schedules. The City is not responsible for maintaining litter and trash during events. The City is responsible for removal and proper disposal of litter and trash from the site. The City is responsible for cleaning restrooms during regular work schedules. The City is not responsible for cleaning restrooms during events. The City is responsible for preparing the playing area of the site for all games, tournaments, events, and practices

The City is responsible for providing water, electrical, and sewer service to the site.

The City is responsible for emergency preparedness, protective measures, and safety measures for property, and is responsible for securing the site including the removal of restroom trailers in anticipation of disasters, natural or otherwise. The City will be the applicant and owner for all insurance claims and requests for federal or state assistance. The City will be the recipient of all proceeds from insurance, FEMA, or any other body offering assistance. The City is responsible for management of all disaster recovery projects. Though the City will make its best efforts to complete any disaster repair and recovery in a swift and timely manner, the City will not be responsible for the cancellation of games or any other events.

II. DURATION:

This Agreement is effective upon execution and shall remain in effect for three (3) years. This agreement carries two 1-year options. The options to extend the agreement by another year must be executed in writing by both parties. Either party may leave this agreement by giving the other party thirty (30) days' notice, in writing, of the intent to leave the agreement.

XI. GOVERNING LAW:

This agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XII. SEVERABILITY:

In the event that one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

Signed and sealed by the following units of government on the dates set out below.

THE CITY OF GALVESTON

_____

By: Brian Maxwell,
City Manager

Date: _____/_____/_____

ATTEST:

_____

By: Janelle Williams,
City Secretary

APPROVED AS TO FORM:

_____

City Attorney's Office

GALVESTON LASSIE LEAGUE

_____

By:
Authorized Representative

Date: _____/_____/_____

ATTEST:

_____

By:

City of Galveston

DEPARTMENT OF PARKS AND RECREATION
2222 – 28th Street | Galveston, TX 77550
409-797-3700

January 14, 2020

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

From: Mario Rabago, Director of Parks & Recreation

RE: **CONSIDER FOR APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF GALVESTON AND GALVESTON LASSIE LEAGUE SOFTBALL ORGANIZATION FOR THE USAGE OF WATSON, CARTER AND GODNICH BALLFIELDS. AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.**

I. Background:

A. Galveston Lassie League Softball Organization is a 501(c)(3) non profit organization and has been in existence for over 50 years.
B. The League offers organized softball activities, tournaments and events for all girls ages 4-14 years old.
C. The League runs its softball activities at the Watson, Carter and Godnich ballfields which are also known as the Lassie League ballfields.
D. The ballfields are located at 2506 83rd Street.
E. The City of Galveston owns the ballfields which are maintained by the Parks and Recreation Department.
F. Galveston Lassie League has contributed to maintaining the ballfields since the leagues inception.
G. The City of Galveston and Galveston Lassie League have a good working relationship in which the City and League wish to formalize.
H. The City and League representative met in November 2019 to begin developing the terms and conditions for an agreement that will address the roles and responsibilities of each entity.
I. City Staff and the Lassie League Board of Directors reviewed the term and conditions and agreed to move forward with drafting an agreement to formalize the partnership.
J. Staff forwarded the terms and conditions to the City's legal department for review and development of the agreement between the City and League.

II. Current Situation:

A. Galveston Lassie League Softball Organization offers organized softball activities at the Watson, Carter and Godnich ballfields which are owned by the City.

B. The City and League wish to formalize their partnership with an agreement that will address the roles and responsibilities of each entity.
C. City Staff and the league are in agreement with the terms and conditions that will be placed in an agreement that addresses the roles and responsibilities of each entity.
D. Staff is requesting City Council to approve the agreement between The City of Galveston and the Galveston Lassie League Softball Organization for the usage of the Watson, Carter and Godnich ballfields.

III. Alternatives in order of priority:

A. City Council approval of an between the City of Galveston and Galveston Lassie League Softball Organization for the usage of the Watson, Carter and Godnich ballfields.
B. City Council does not approve an agreement between the City of Galveston and the Galveston Lassie league Softball Organization.

IV. Recommendation:

Concur in Alternative A and approve the agreement between The City of Galveston and Galveston Lassie League Softball Organization for the usage of the Watson, Carter and Godnich ballfields.

VI. Fiscal Impact Report:

Requested by:	Mario Rabago Director of Parks & Recreation
Funding Source	N/A
Cost of Implementation:	N/A

Respectfully Submitted,

Mario Rabago
Director of Parks & Recreation

Approved,

Brian Maxwell
City Manager

City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 28TH Street Galveston Texas 77550
409-797-3700

January 13, 2020

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

From: Mario Rabago, Director of Parks and Recreation

RE: Consider for Approval the Bid from Fun Abounds for Bid Reference Number 20-008 Menard Park – All Inclusive Playground. Authorizing the City Manager to Execute all Necessary Documents upon Final Approval by the City Attorney.

I. Background

A. In June 2019 City Council approved the reallocation of Community Development Block (CDBG) funds (Program Years 2011-2018) for improvements to the Parks and Recreation Departments recreation centers and parks that are located in low-moderate income neighborhoods.

B. Menard Park 2222 28th Street is located in a low-moderate income neighborhood and is eligible for CDBG funding.

C. Menard Park existing amenities include a traditional playground, splash pad, skateboard park, picnic shelters, tennis courts, basketball court, community garden and the McGuire Dent Recreation Center.

D. The park and recreation center offer programs for youth and adults that are physically and mentally challenged.

E. The addition of an All Inclusive Playground was identified as an amenity that will fulfill a need and benefit the community.

F. On December 9, 2019 Bid #20-008 was advertised for the installation of an All Inclusive Playground that is "coastal package" equipped at Menard Park.

G. City staff opened the bids on January 13, 2020.

H. Bid amounts were;

- **Fun Abounds** - $375,621.75, Add Alternate Engineering $5,000 = **$380,621.75**
- **Miracle** - $465,982.00, Add Alternate Engineering $ No bid = **$465.982.00**
- **Kraftsman** - $480,896.35, Add Alternate Engineering $1,820 = **$482,716.35**
- **Kompan** - $489,358.74, Add Alternate Engineering $2,000 = **$491,358.74**

II. Current Situation

A. Staff evaluated the bids and determined the Fun Abounds is the lowest, responsible, responsive bidder.

B. City staff is recommending City Council to approve the bid from Fun Abounds to install an All Inclusive Playground at Menard Park in the amount of $380,621.75.
C. The project includes but is not limited to site work, installation of a Pour-in-Place playing surface and installation of an All Inclusive Playground.
D. The project will be funded with CDBG funds and will be in compliance with all HUD, CDBG and City of Galveston regulations.
E. The completion date for the project is scheduled for March 20, 2020.

III. Alternatives in order of priority

A. Accept the bid from Fun Abounds to install an All Inclusive Playground at Menard Park in the amount of $380,621.75 and a Contingency Amount of $38,062.18 for a **Total of $418,683.93.**

B. Do not accept the bid from Fun Abounds to install an All Inclusive Playground at Menard Park.

IV. Recommendation

Concur with alternative A. and accept the bid from Fun Abounds for the installation of an All Inclusive Playground at Menard Park in the amount of $380,621.75 and a Contingency Amount of $38,062.18 for a **Total of $418,683.93.**

V. Fiscal Impact Report

Requested by:	Mario Rabago Director of Parks and Recreation
Funding Source:	Community Development Block Grant $418,683.93 (Banner code 1444-915325)
Construction Costs	$380,621.75
Contingency Allowance 10%	$38,062.18
Total Cost with 10% Contingency	**Not to Exceed $418,683.93**

Respectfully Submitted,

Mario Rabago
Director of Parks and Recreation

Accepted,

Brian Maxwell
City Manager

CONTRACT FOR CONSTRUCTION SERVICES
MENARD PARK ALL INCLUSIVE PLAYGROUND

This Contract (the "Contract") is made and entered into this _____ day of January, 2020, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **fun abounds, Inc.,** a Company, located at **114 Venice Street, Sugar Land, Texas 77478**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with playground installation within the City of Galveston ("City") and fun abounds, Inc. ("Company") desires to provide such services; and

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

Menard Park All Inclusive Playground

Bid # 20-008

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work**"**) to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: Due to the nature and extent of the Project, the Work is expected to be completed on, or before March 20, 2020, unless sooner terminated under the terms set forth herein. Company is required to notify the City of Galveston, as soon as it is known to the Company, if work will exceed the deadline.

6. LIQUIDATED DAMAGES: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of $250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

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

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

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

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

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

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

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

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

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

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

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

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

(a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or

(b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

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

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

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

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

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

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

13. BONDS: Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds $100,000.00 for a performance bond and $50,000.00 for a payment bond. If the contract price does not exceed $100,000.00 or $50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. COMPENSATION: The City shall compensate Company for the Work at the agreed upon ***not-to-exceed amount of Three Hundred, Seventy-Five Thousand Six Hundred Twenty-One Dollars and seventy-five cents.*** **($380,621.75)**. 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 114 Venice Street, Sugar Land, Texas 77478. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance:

a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
   $2,000,000 general liability (includes products and personal, etc.)
   $1,000,000 fire damage
   $1,000,000 automobile damage
   $500,000 workers compensation employers' liability
   Statutory limits for workers compensation
   Insurance coverage shall be on an "**occurrence basis**"

17. TERMINATION: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In addition, the city shall have as its option the ability to terminate this agreement for any reason, upon giving ten (10) days' notice of such cancellation. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

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

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage,**

liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

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

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

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

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

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

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

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

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

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

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

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Menard Park All Inclusive Playground within the City of Galveston, Texas in Exhibit A constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

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

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

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

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

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

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

fun abounds, Inc.
114 Venice Street
Sugar Land, Texas 77478

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

CITY OF GALVESTON, TEXAS

By: _____
Brian Maxwell, City Manager

fun abounds, Inc.

By: _____
Leigh Walden, President

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
City Attorney

BY EXECUTION OF THIS AGREEMENT, fun abounds, Inc. ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
_____ COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared **_____of fun abounds, Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

_____
Notary Public in and for
The State of Texas

EXHIBIT A

fun abounds

creating playground memories filled with fun

A Presentation For...

CITY OF GALVESTON 1839 TEXAS

City of Galveston

Bid Reference Number: 20-008

Menard Park-All Inclusive Playground

Contact: Leigh Walden

2

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting Bonding amount included in this line item	$ $4,740.00	$ $4,740.00
2	1	Mobilization, Demobilization	$ $0	$ $0
3	1	Site Preparation	$ $9,400.00	$ $9,400.00
4	1	Upright Installation	$ $28,443.45	$ $28,443.45
5	1	Playground Platform and Components Installation	$ $224,578.30	$ $224,578.30
6	1	Playground Border and Surface Installation	$ $108,460.00	$ $108,460.00
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ $375,621.75	$ $375,621.75 *
Add Alternate	1	Stamped Engineered Drawings	$ $5,000.00	$ $5.000.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/20

Authorized Representative (signature): Title: President

*The pricing listed is for design -4. Please see Estimate #5403 for -3 pricing info.

creating playground memories filled with fun

fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
1/11/2020	5403

We are pleased to provide this estimate for

City of Galveston
c/o Mario Rabago

Ship to:

Rep	Terms	Project
Leigh	Net 30	Menard Park

Item	Description	Qty	Rate	Total
Buyboard Number	Buyboard 592-19		0.00	0.00
Burke	BCI Burke Custom Playground See drawing 125-124549-4 for base bid includes Coastal Package Base bid is -3 layout without the Airventure Glider, Volito, Orb Rocker, PlayEnsemble Pieces, and the two NovoTeardropTables and benches. These items will be priced below in the event the entire layout is chosen.	1	215,831.54	215,831.54
Freight	Freight		10,365.00	10,365.00
Installation	Installation of above equipment		47,847.21	47,847.21
	Subtotal of Features			274,043.75
	For -3 Design please add $45,037.19 (includes coastal, freight and installation)			
	Surfacing			
Poured In Place	Poured In Place Surfacing approx 5900 sq ft Tk System - rebar reinforced surfacing that eliminates the need for concrete	5,900	13.85	81,715.00

Thank you for allowing us to submit this proposal.

Subtotal

Sales Tax..

Total

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

We are proud of a job well done and may spotlight your project on our website or FaceBook. If we do not have your permission to do so, please notify us. Thank you!

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Estimate

Date	Estimate #
1/11/2020	5403

We are pleased to provide this estimate for

City of Galveston
c/o Mario Rabago

Ship to:

Rep	Terms	Project
Leigh	Net 30	Menard Park

Item	Description	Qty	Rate	Total
Dirt Work	Dirt Work-installation of select fill to accommodate elevation changes of the site		9,400.00	9,400.00
BaseWork	Basework for PIP surfacing - aggregate base for PIP surfacing		14,275.00	14,275.00
Concrete	Installation of Concrete curbing 550 linear feet	370	33.7027	12,470.00
	Subtotal of PIP for -4 option			117,860.00
	For concrete instead of TK over aggregate for - 4 please add $29,525.00			
	For -3 Design using TK system please add $63,750.00			
Bonding Cost	Payment and Performance Bonds		4,740.00	4,740.00
Discount	Discount		-21,022.00	-21,022.00

Thank you for allowing us to submit this proposal.

Subtotal

Sales Tax..

Total

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
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Date	Estimate #
1/11/2020	5403

We are pleased to provide this estimate for

City of Galveston
c/o Mario Rabago

Ship to:

Rep	Terms	Project
Leigh	Net 30	Menard Park

Item	Description	Qty	Rate	Total
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Sidewalks are not included. Moving any utilities is not included. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 60 days.		0.00	0.00
Poured In Place Notes	Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during the installation process, curing time and after the installation is complete.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3% service fee.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

Sales Tax..

Total

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
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Date	Estimate #
1/11/2020	5403

We are pleased to provide this estimate for

City of Galveston
c/o Mario Rabago

Ship to:

Rep	Terms	Project
Leigh	Net 30	Menard Park

Item	Description	Qty	Rate	Total
Nondisclosed underground	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility.		0.00	0.00
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	$375,621.75
Sales Tax..	$0.00
Total	$375,621.75

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature _____

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BID BOND

THE STATE OF TEXAS

SURETY'S NO. 123119

KNOWN ALL MEN BY THESE PRESENT, THAT Fun Abounds, Inc.

114 Venice Street of the City of

Sugar Land, County of Fort Bend, and State of Texas

as Principal, and Merchants Bonding Company (Mutual), as Surety,

Are held and firmly bound unto the City of Galveston, Texas, a home rule municipal corporation of Galveston County, Texas, as Obligee, in the amount of:

Twenty-five thousand dollars and 00/100

(written amount); ($ 25,000),

DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid to enter into a certain written contract with the Obligee for:

LEGAS DR. BULKHEAD

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall faithfully enter into such written contract, then this bid bond shall be void; otherwise this bid bond shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Galveston County, State of Texas.

IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This 31st **day of** December **2019.**

Fun Abounds, Inc.	Merchants Bonding Company (Mutual)
Principal	**Surety**
By	**By**
Address 114 Venice Street	**Address** PO Box 14498
Sugar Land, Texas 77478	Des Moines, Iowa 50306-3498

APPROVED AS TO FORM:

Office of the City Attorney

NOTE: Attach Power of Attorney

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Debbie S Buckner; William E Hodgkins; William Earl Cooper

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of October , 2019 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 18th day of October 2019 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (3/17)

Leigh Walden

From: Debra Buckner <Debbie@cooperindiana.com>
Sent: Tuesday, December 31, 2019 10:47 AM
To: Leigh Walden
Cc: 'charless@irmtoday.com'
Subject: Bid Bond
Attachments: Fun Abounds bid bond.pdf; ReMena~1.msg

Leigh:

Attached is a copy of the bid bond for City of Galveston. There is some confusion on the amount they want on the bond. Their bond form asks for a dollar amount and the bid requirements provided indicate the bond would be for 5% of the bid. Merchants approved you for a bid amount of $500,000 so I put the 5% amount which would be $25,000 on the form. If this isn't what they want let me know.

Debbie Buckner
Cooper Insurance Service, Inc.
P.O. Box 638
Lapel, IN 46051
765-534-3152 Phone
765-534-2067 Fax

City of Galveston

INVITATION TO BID

Bid Reference Number: 20-008

Project Title: Menard Park – All Inclusive Playground

Bid Closing Date: 9:00 A.M.(CST), Monday, January 11, 2019

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

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

TABLE OF CONTENTS

Table of Contents ..... Pages 1 & 2

Invitation to Bid
(1) Introduction ..... Page 3
(2) Contact Information ..... Page 4
(3) General Information ..... Page 4
(4) ITB Withdrawals and / or Amendments ..... Page 4
(5) Estimated Quantities ..... Page 4
(6) Bid Submittal Requirements ..... Page 4
(7) Bid Evaluation and Contract Award ..... Page 6
(8) Declaration of Policy ..... Page 8

Appendix A – Bid
(-) Label Format for Submittal Packet's Sealed Envelope ..... Page 10

I. Required Bid Information:
(1) Proposed Products and / or Services ..... Page 11
(2) Cost of Proposed Products and Services ..... Page 11
(3) Bidder's Experience / Staff ..... Page 11
(4) References ..... Page 12
(5) Trade Secrets and / or Confidential Information ..... Page 13
(6) Federal, State and / or Local Identification Information ..... Page 13
(7) Cooperative Governmental Purchasing Notice ..... Page 13
(8) Term of Contract and Option to Extend ..... Page 13
(9) Emergency Business Services Contact Notice ..... Page 14

II. Contract Terms and Conditions:
(1) Delivery of Products and Services ..... Page 14
(2) Miscellaneous ..... Page 16
(3) Financial Responsibility Provisions ..... Page 18

Appendix B – Conflict of Interest Form ..... Page 20
Appendix C – House Bill 89 Verification Form ..... Page 22
Appendix D – Property Tax Statement ..... Page 23
Appendix E – Nepotism Statement ..... Page 24
Appendix F – Non-Collusion Statement ..... Page 25
Appendix G – Document 000435 ..... Page 26
Appendix H – No Intent to Submit Form ..... Page 27
Appendix I – ACH Form (this form is optional) ..... Page 28 & 29

Appendix J – Scope of Services

(1) Project Title ..... Page 30
(2) Scope of Services Contact ..... Page 30
(3) Special Conditions ..... Page 30
(4) Bid Evaluation Factors ..... Page 51
(5) Brand Manufacture Reference ..... Page 51
(6) Key Events Schedule ..... Page 51
(7) Scope of Services & Pricing Form ..... Page 52

Galveston, Texas
Invitation to Bid

1. Introduction

A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

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

Email Address: purchasing@galvestontx.gov

3. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

4. ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.

B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

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

6. Bid Submittal Requirements

A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 10 (ten) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 20-008 Menard Park Playground**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

   i. the purchase price;

   ii. the reputation of the bidder's goods or services;

   iii. the quality of the bidder's goods or services;

   iv. the extent to which the goods or services meet the municipality's needs;

   v. the bidder's past relationship with the municipality;

   vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;

   vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and

   viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

   i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
      a. Name, address and telephone number of the protestor.
      b. Identification of the solicitation or contract number and time.
      c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
      d. Identification of the issue (s) to be resolved and statement of what relief is requested.
      e. Arguments and authorities in support of the protest.
      f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
   ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

ii) The successful bidder violates any of the provisions of these specifications; or

iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or

iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

N. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to

someone other than the lowest responsive, responsible bidder.

C. Additionally, The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

✓ **Appendix A (pages _9_ through _18_) must be included in the bid submittal.**

✓ **Appendix B – G (pages_20_ through _26_) all forms must be complete and included in the bid submittal.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☑ Appendix B – Conflict of Interest
- ☑ Appendix C – House Bill 89 Verification
- ☑ Appendix D – Property Tax Statement
- ☑ Appendix E – Nepotism Statement
- ☑ Appendix F – Non-Collusion Statement
- ☑ Appendix G – Certification Regarding Debarment

✓ **Appendix J (pages_28_ through _53_) 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:	**20-008**		
Project Title:	**Menard Park – All Inclusive Playground**		
Submittal Deadline:	**Monday, January 13, 2019 @ 9:00 a.m. CST**		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	fun abounds, Inc.		
Address:	114 Venice Street		
City, State & Zip	Sugar Land, TX 77478		
Federal Employers Identification Number #	36-4766562		
Phone Number:	281-793-8002	**Fax Number:**	281-265-0043
E-Mail Address:	lwalden@fabplaygrounds.com		
Bidder Authorization			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: Leigh Walden / President or Nancy Santibanez/Office Manager			
Signature of Authorized Representative: Nancy Santibanez			
Signed this 10th (day) of January (month) 2020 (year)			

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
			$	$
		See adderdum pricing page	$	$
			$	$
		TOTAL ALL LINE ITEMS	$	$

3. Bidder's Experience / Staff

A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 15 ; and the number of employees: 7 .

D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: City of Victoria	
Contact Name: Danielle Williams	Contact Title: Assistant Director
Phone: 361-485-3200	Email: dwilliams@victoriatx.com
Date and Scope of Services Provided: Over the past 10 years Sales and installations including playground, site amenities	

Reference #2:

Client / Company Name: City of West University	
Contact Name: Susan White	Contact Title: Assistant Director
Phone: 713-662-5367	Email: SWhite@westutx.gov
Date and Scope of Services Provided: Sales and installations of playgrounds and site amenities over past 10 years.	

Reference #3:

Client / Company Name: City of Rosenberg	
Contact Name: Darren McCarthy	Contact Title: Director of Parks and Recreation
Phone: 832-595-3960	Email:
Date and Scope of Services Provided: Sales and Installations of Playgrounds over the past 10 years.	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid X (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: 1364766562200/496631.

B. Prime contractor HUB / MWBE registration number: 1364766562200/496631.

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): 08-101-1433.

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.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[X] Yes, Others can purchase **[ ] No, Only the City can purchase.**

8. **Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective until work has been completed to the satisfaction of 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: This section left intentionally blank.

B. Escalation Clause: This section left intentionally blank.

C. Price Increases Upon Extension: This section left intentionally blank.

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: fun abounds, Inc.

Contract #: 20-008 Menard Park All Inclusive Playground

Description: Playground Installation

Primary Contact (Name): Leigh Walden

Primary Contact Phone Numbers: Home: N/A Cell: 281-793-8002

Secondary Contact (Name): Nancy Santibanez

Secondary Contact Phone Numbers: Home: 713-382-4833 Cell: 281-733-0516

After Hours emergency opening fee, if applicable: $ N/A

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL***

CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.

E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.

F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of $250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of $250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

I. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of $100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any

contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.

H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

K. Wage Rates: In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates shall be the minimum paid for labor employed on this project. If, however, Federal funds are used specified wage decisions will be listed as part of the overall bid document.

3. Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

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

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

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of 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.

Menard Park
City of Galveston

January 02, 2020

Mario Rabago
City of Galveston
2222 28th Street
Galveston, TX 77550

Dear Mario Rabago:

fun abounds is delighted to provide City of Galveston with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. fun abounds is confident that this proposal will satisfy City of Galveston's functional, environmental, and safety requirements - and most importantly, bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible. We look forward to continuing to develop a long-standing relationship with City of Galveston. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Leigh Walden
fun abounds
114 Venice Street
Sugar Land, TX 77478

About fun abounds

Your local Burke Representative

fun abounds, established in 2007 to serve the park and recreation needs of Houston and Southeast Texas, is passionate about bringing a higher level of play to the communities we serve. We proudly represent some of the industry's top manufacturers that are known for quality and innovation, including BCI Burke Playgrounds, Berliner, USA Shade, Rubber Designs, MyTCoat Site Amenities, StayFit Fitness and Doggie Playsystems. For site planning, general contracting and installation, we've partnered with the area's best crew led by Tom Driscoll at Premier Outdoor Installation. Tom and his team match the passion that we have for play and together we focus on customer satisfaction.

fun abounds is here every step of the way to make certain that your playspace is everything you dreamed. From site analysis to design and installation to maintenance, our entire team is committed to excellence throughout each project and beyond. We are passionate about play and look forward to "creating playground memories filled with fun" for your community.

fun abounds℠

"creating playground memories filled with fun"

Testimonials

West University Place Susan White -SWhite@westutx.gov The city of West University Place has worked with fun abounds on numerous projects. Leigh Walden and her team of professionals are a pleasure to work with, and we have found their equipment, service and follow-up to be exemplary.

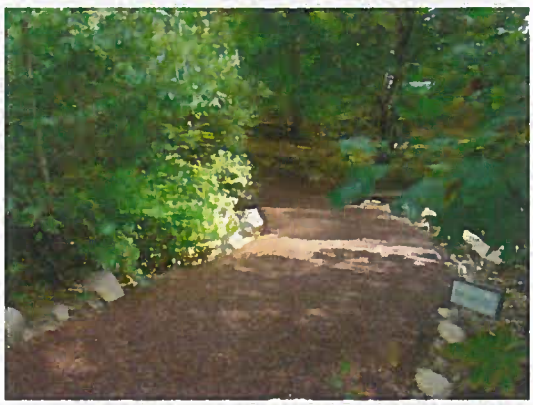
City of Friendswood James Toney -jtoney@ci.friendswood.tx.us I have worked with Leigh Walden and fun abounds for over 10 years on multiple park projects, with every project turning out perfect. I will always call Leigh and her team first when starting any new projects.

Brazos Bend Elementary PTO President, 2013-2015 Rebecca DeVeaux -rebecca@deveaux.cc I had the pleasure of working with Fun Abounds on the walking path for Brazos Bend Elementary. Leigh Walden and her team worked tirelessly to help me at every step to get this project completed. It was a long process through our MUD boards, which paid for the track, and the school district but Fun Abounds was patient and always there when I needed more information or documentation. The track itself is fantastic. The kids love walking on it and the staff and parents are thrilled with the safety of the material. No more cut and scraped knees and hands. No more twisted ankles from potholes in the concrete. We could not be more excited to have this new track for our kids. I know it will be there for many years. Thank you Leigh and Fun Abounds for all you did to help us. I would be proud to recommend you to any school wishing to make improvements to their facility.

Montessori Schools of Central TX 1302 S. 27th Street Temple, TX 76504 Dr. Jerry O'Donnell , 254-771-1116
If you are looking for exciting playground equipment that your children dream about, then you have come to the right company - Burke/fun abounds. We have used their equipment on two of our playground renovation projects, preschool and elementary, and are totally satisfied. More importantly, the children are eager and energized to climb, swing, stretch, and slide, using their gross motor muscles in new and healthy ways. I recommend them highly for their professionalism, expertise, and honoring their word.

Lago Vista Elementary School Playground Improvement Project
Nancy Jo Priddy sungirl30@hotmail.com
After two projects, I have formed a relationship with the representatives from Fun Abounds and Burke Playground Products. With their knowledge and innovation, they have provided us with the ability to improve and enhance our school's playgrounds. The result has been a pleasant and easy experience, from choosing appropriate equipment, to ordering and installing the final product. We have more projects coming in the future, and I consider fun abounds/Burke to be the only call I need to make.

"I will always call Leigh and her team first when starting any new projects."

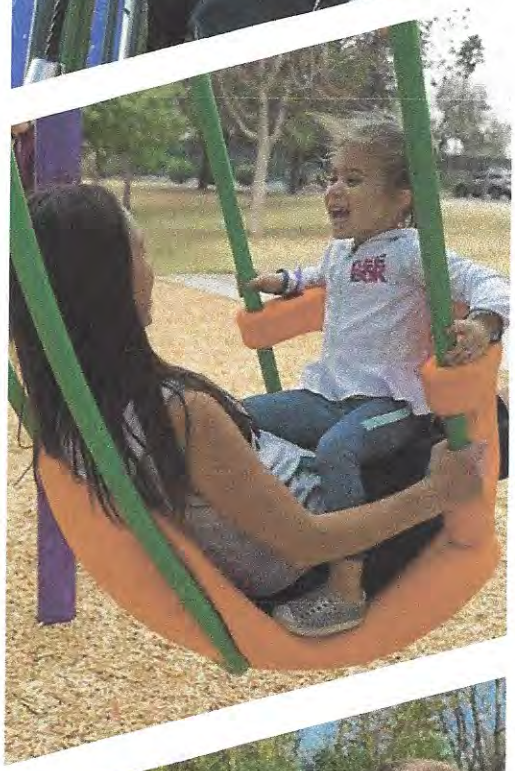


PLAY THAT MOVES YOU®

Creating Play That Moves You requires dedication, research and a fierce passion for bringing a higher level of play to communities. The results are more than worth the effort. Products such as Novo® Playful Furniture and Taktiks® move us to design the best play environments for all. Taking play interaction to the next level is the Konnection™ Swing. There isn't a better way to connect on the playground - whether it's an adult and a child or two kids. The fusion of traditional and active-based play lays the foundation for an environment where everyone can develop physically, emotionally, socially and cognitively through play. It fosters opportunities for the types of experiences that bring communities together and move us in so many ways. Join Our Movement and see how you can bring a higher level of play to your community!

GET MOVING!

Burke's unique fitness offerings keep people of all ages moving! Our Intensity® and Nucleus® playgrounds feature a fusion of traditional and fitness-based play that engages children to move like never before. The ELEVATE® Fitness Course features challenging obstacles designed for healthy competition and fun for ages 5-12 or 13 plus. Our variety of fitness play options ensures everyone has the opportunity to reap the benefits of movement at any age and skill level.



MOVE YOUR MIND

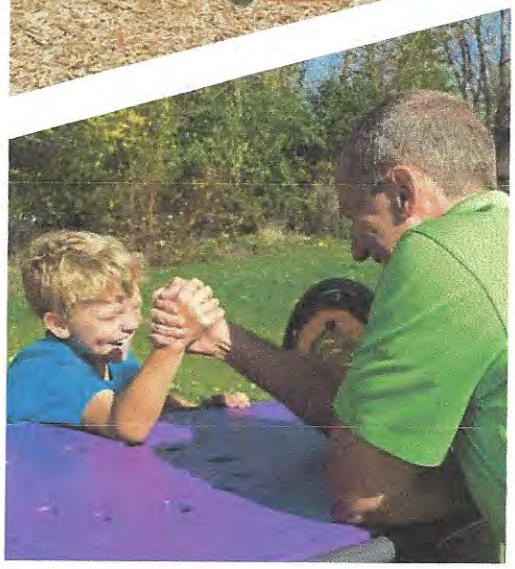
Extensive research suggests that play provides tremendous developmental benefits to children. In fact, it's been said that children learn through play - it helps their brains and bodies develop. There's no such thing as too much of a good thing when it comes to play!

INTERACTIONS THAT MOVE US

Play brings communities together and strengthens families and friendships. Burke's playgrounds provide amazing opportunities for kids to develop socially from playing independently at a young age, transitioning to parallel play and learning how to cooperatively play together as their development continues.

MOTION THAT MOVES YOU

Movement is essential to life and to play. Motion play creates movement for children of all abilities and assists with many developmental areas, including increased spatial awareness, inner ear stimulation and balance. Motion can be soothing to children with sensory processing differences and offers an exciting activity for everyone to enjoy.



PLAY THAT MOVES DEVELOPMENT

Play is an important part of a child's emotional development and it is often through play that they learn necessary skills such as patience and empathy. Play also helps children learn how to express and manage their feelings, which is the grounds for much of a child's future success and well-being.

WORK THAT MOVES US

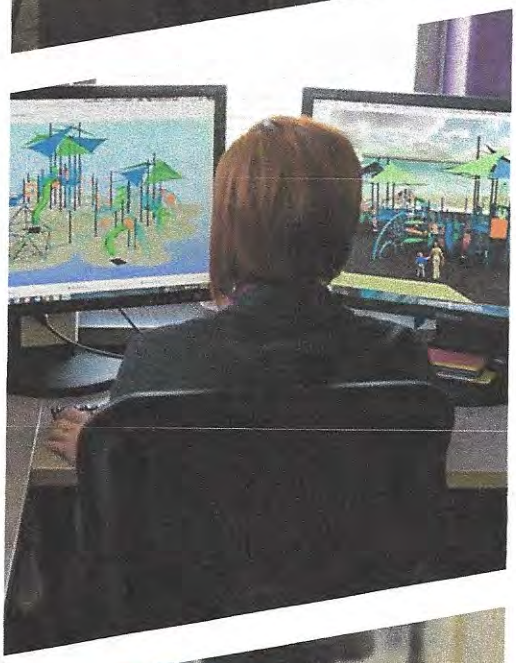
What we bring to work every day is more than just ourselves. Our ideas, craftsmanship and collaboration form our culture and help us bring a higher level of play to communities around the world.

HANDCRAFTED IN AMERICA'S HEARTLAND

Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

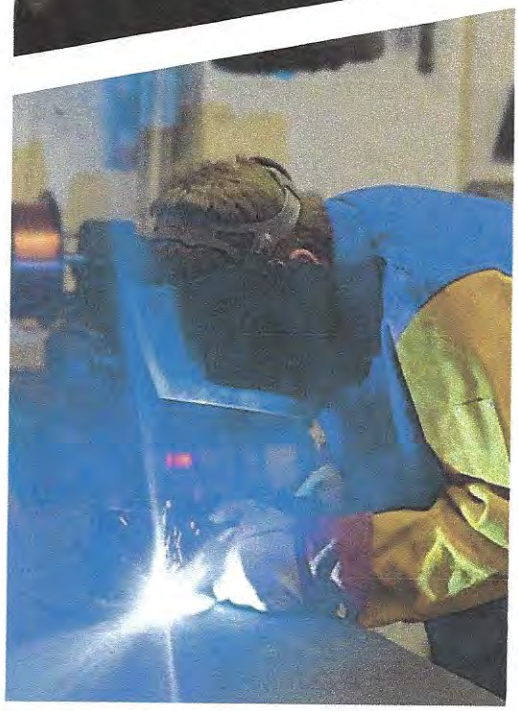
SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. Yes, a real-live person will answer your call and help to direct you to the proper person. We have factory-direct customer service representatives that are available to answer questions, help with replacements parts or field inquiries about installations.



YOUR BURKE REPRESENTATIVE

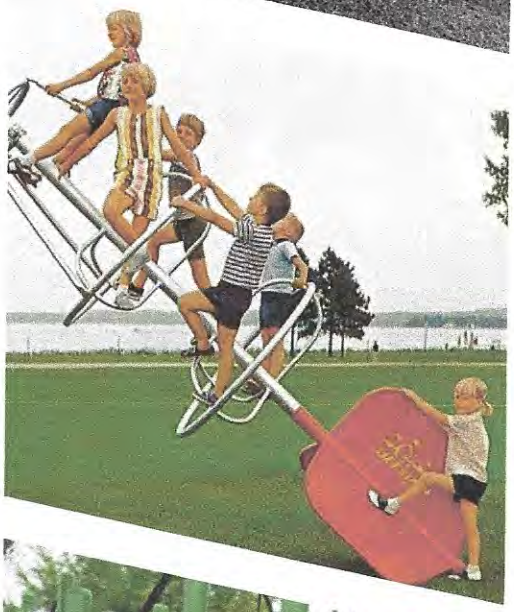
We as Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! We are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BURKE'S HISTORY

John Edward was a farmer in Fond du Lac, Wisconsin and farmed the land the Burke company headquarters stands on today. In 1920, he incorporated a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, Burke entered the playground industry! Soon playground products were the company's main focus and they introduced Swing King, a residential line of play equipment.

When World War II began, Burke, like many companies, changed their focus to the war effort. J .E. Burke, always an inventor, devised a self-contained ammunition cart that could be parachuted to army personnel. The Parachute, as it was suitably named, was also used to deliver food and medical supplies. The company's dedication earned special recognition, and in 1943, the J.E. Burke Company was awarded an Excellence in War Production citation. Over the next 40 years, the Burke family grew the business and began to add interesting color and material combinations. In 1972, Burke invented the original Funnel Ball® that became a staple on playgrounds across the country.



In the late 1990's, Greg Burke, grandson of founder J.E. Burke, determined it was time to find a successor to lead the business into the 21st Century. Tim Ahern became the president/CEO of Burke in 1997 and remained until 2015 when Incline Equity Partners invested in Burke and Michael Phelan became the new president/CEO.

Most recently, in May 2017, The Halifax Group joined Burke's management team as an investment partner to continue the company's growth plans. All design and manufacturing operations continue to be located in Fond du Lac, Wisconsin on the same plot of land where J.E. Burke founded the company nearly 100 years ago.

Burke remains committed to the original innovation, customer service and superior quality that sustained the company for generations. We are bringing play to the next level with our focus on "Play That Moves You" and innovating products that move all of us in so many ways.

BURKE BUILT QUALITY

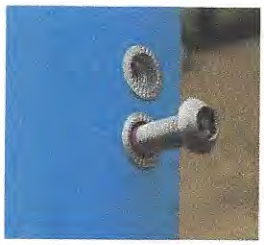
Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM: Nucleus® and Voltage® feature our Industry-leading KoreKonnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM: Intensity, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Little Buddies® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.



TAMPER-RESISTANT STAINLESS STEEL HARDWARE: All hardware is covered for 100 years under our Generations Warranty.

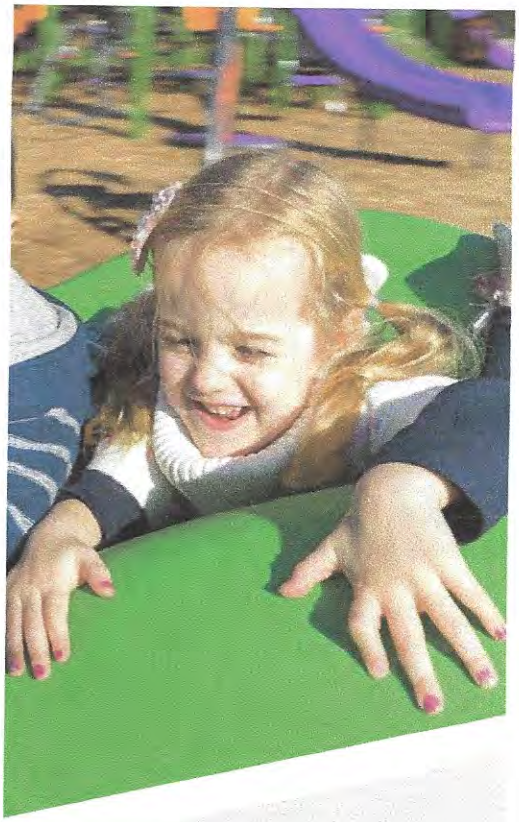
PREMIUM POWDER COATINGS: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-16: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-16 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.

FREE RESOURCES



NPPS SAFETY KIT

Burke truly gives you the most value for your money. As part of our Total Cost of Ownership Package, we offer value-added resources FREE with every playground structure purchase. The National Program for Playground Safety (NPPS) Playground Supervision Safety Kit helps supervisors and educators be prepared on the playground. Learn more at **bciburke.com/safety**.

CUSTOM MAINTENANCE KIT

To help maintain a safe, functioning playground we include a custom maintenance schedule, touch-up paint, graffiti remover and carrying case FREE with every playground structure purchase.

PLANNING & FUNDING TOOLS

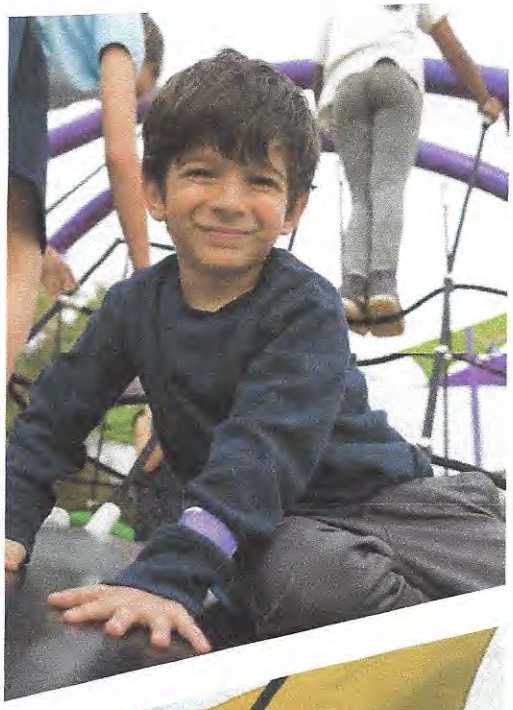
We provide you with FREE tools to plan your playground from fundraising and design to installing a community build playground. At Burke, we understand the dedication and hard work it takes to raise the funds for playground equipment. That's why we created Funds for Fun, a direct donation fundraising program to help your organization raise the funds it needs for your new playground. We've also partnered with The School Funding Center to provide up-to-date grant information along with expert grant writing services. Learn more at **bciburke.com/funding**.

FREE FUNDRAISING TOOLS!

PURCHASING WITH OMNIA PARTNERS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

A playground purchase doesn't have to turn into a drawn-out process of writing specifications, issuing RFP's and jumping through bureaucratic hoops. Burke can help you cut through the red tape, thanks to the company's national cooperative award made available through the partnership with OMNIA Partners, Public Sector (Subsidiary National IPA). Burke is a provider for Playground Systems and Related Items.

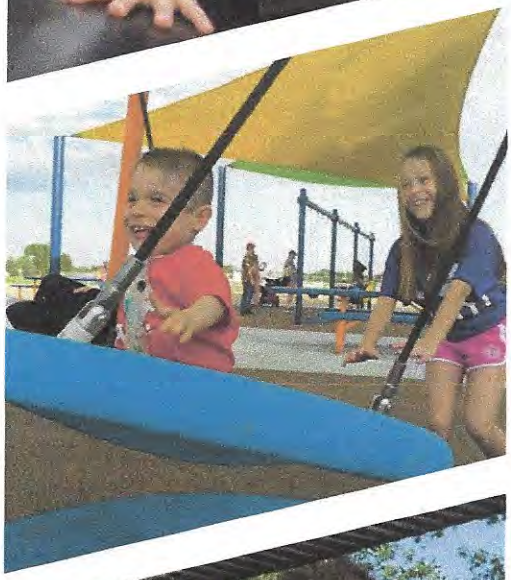


OMNIA PARTNERS

"OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

PURCHASING THROUGH OMNIA PARTNERS

- You've met the necessary legal and competitive bidding requirements.
- Client partners pay no fees to use OMNIA Partners contracts.
- Your playground is backed by our exclusive Generations Warranty® the longest and strongest in the industry.
- Our ISO 9001:2015 certification confirms we are consistently ensuring high quality and exceptional customer service.
- You'll be doing business with a "green" company that holds the ISO 14001:2015 certification, reflecting a systematic program for achieving aggressive goals for recycling, use of recycled materials and renewable energy and environmentally sound manufacturing processes."

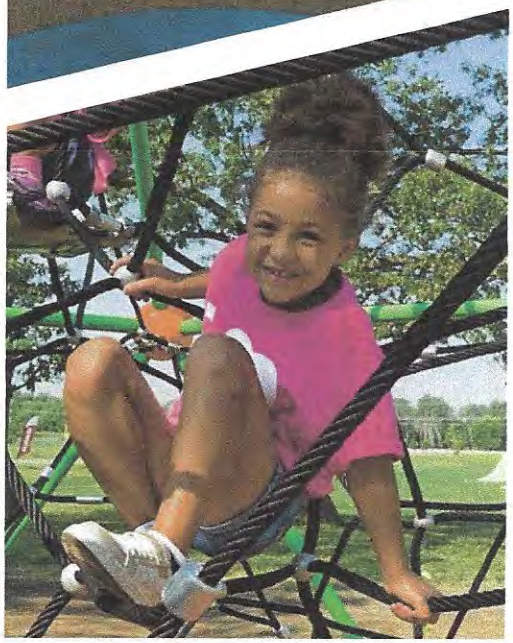


THE WAY IT WORKS

OMNIA Partners' mission is to help government and education entities operate efficiently and economically. Utilizing a contract, available through OMNIA Partners, means you deal directly with the vendor, as you would normally do if the contract was your own. We've made it easy to register, become a participant, and start saving today!

Follow these 4 easy steps to register today!

- Go to omniapartners.com/publicsector.
- Click the register button at the top right of the screen.
- Complete the requested information.
- Submit!



The easiest way to Join the Burke Movement is to call your local Representative at 800.266.1250. Our passion is bringing play to communities like yours and we can't wait to help you get started!

OMNIA® PARTNERS

FEATURED PLAY EVENTS

Cobra Slide Spiral

Excitement can't be contained when it comes to COBRA SLIDES! They are twisting, turning, in and out of light and SO MUCH FUN! Fun aside, sliding has a variety of developmental benefits ranging from core strength and balance to taking turns and imagination

Taktiks® Bolt

Using a variety of materials and shapes, Taktiks provides endless climbing, traversing and balancing opportunities for children ages 5-12.

Twisting Traverse

It is a deck-to-deck link that challenges children to move from one playground deck to the other. It is great for building balance and strength while increasing self-confidence and flexibility.

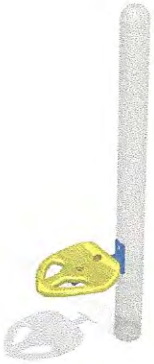
ADAAG Ramp

Ramps and stairs build lower body strength and improve kids' coordination.

FEATURED PLAY EVENTS

3-In-A-Row Panel

Play panels offer opportunities for all children to develop skills, have fun and spend time learning outside. 3-In-A-Row is a way to bring games to the playground and teach cooperation.

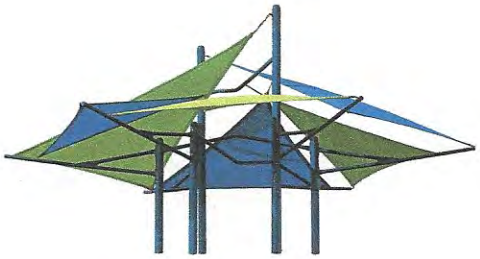


Leaf Seat

Events and accessories improve children's balance and coordination, help them build body strength and provide extra sensory experiences.

Wheel of Fun Panel

Panels provide more ways for kids to get creative and use their imagination while providing opportunities for cooperative and social play.



Ara Hex Shade

The Ara Shade System provides protection from the sun with 97% UV screen protection and is designed to withstand up to 90mph winds. The addition of Ara can change the entire look of the space and elevate the design to a whole new level!

DESIGN SUMMARY

fun abounds is very pleased to present this proposal for consideration for the Menard Park located in Galveston. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Galveston. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

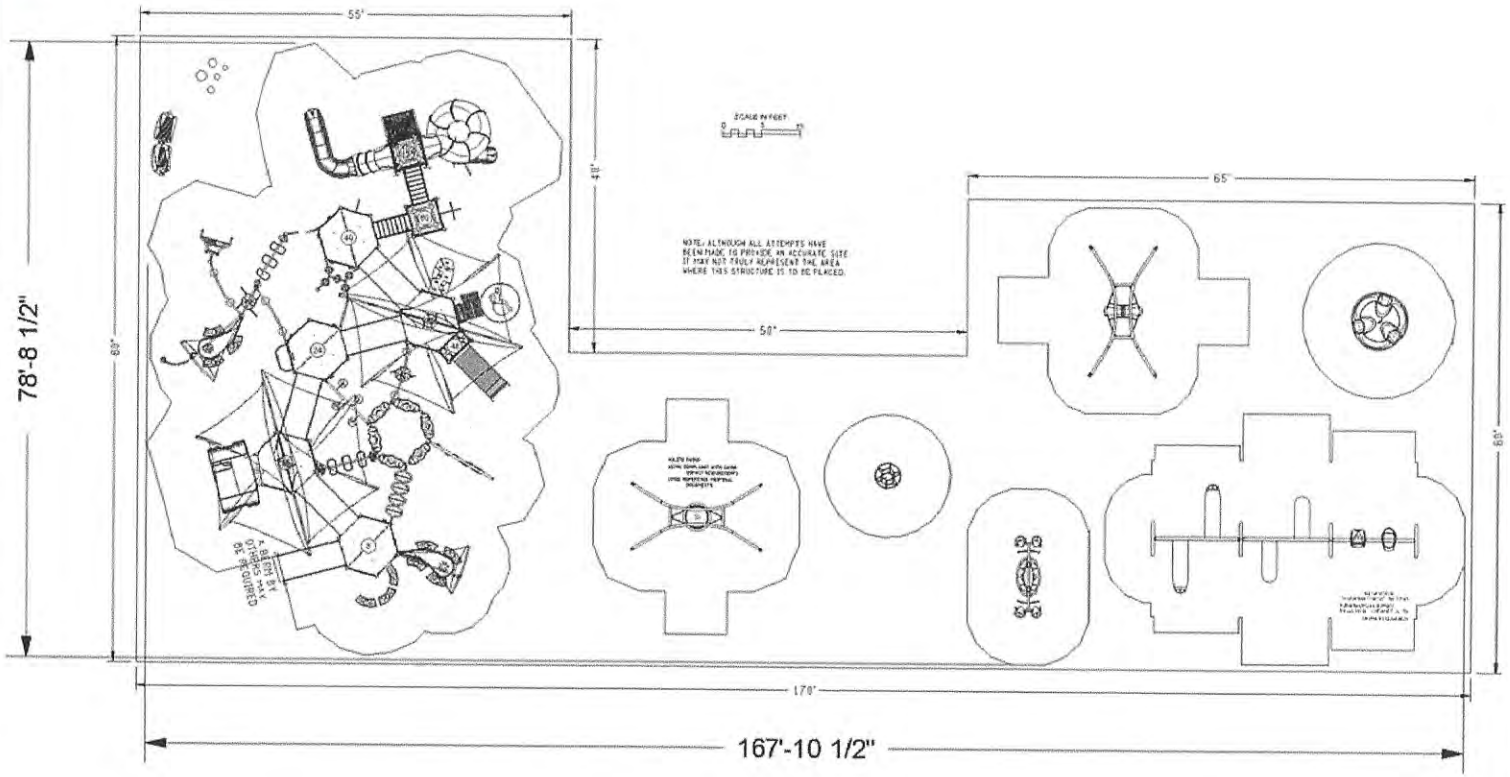
The following is a summary of some of the key elements of our proposal:

- Project Name: Menard Park
- Project Number: 125-124549-3
- User Capacity: 358
- Age Groups: Ages 5-12 years
- Dimensions: 78' 9" x 167' 11"
- Designer Name: Tyler Hess

fun abounds has developed a custom playground configuration based on the requirements as they have been presented for the Menard Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 125-124549-3 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Menard Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



INFORMATION
MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL

AREA
6170 SQ.FT.

PERIMETER
807 FT.

STRUCTURE SIZE
78' 9" x 167' 11"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
- ☐ 2-5 YEAR OLDS
- ☒ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS

NSF Registered to ISO 9001 NSF Registered to ISO 14001

INTERNATIONAL PLAY EQUIPMENT PUBLIC PLAY EQUIPMENT IPEMA CERTIFIED TO ASTM F1487 MANUFACTURERS ASSOCIATION

To verify product certification, visit www.ipema.org

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	64	
NUMBER OF ELEVATED PLAY EVENTS:	21	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 16	REQ'D: 6
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 19	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 5
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 43	REQ'D: 0
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 16	REQ'D: 0

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

Burke

SERIES: Basics, Intensity, Nucleus
SITE PLAN
DRAWN BY: Tyler Hess

Menard Park
2222 28th Street
Galveston, TX 77550

January 02, 2020

fun abounds
125-124549-3

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

ITEM	COMP	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0112	UNITARY ENCLOSURE
3	270-0130	SQUARE PLATFORM
4	270-0131	HEXAGONAL PLATFORM S5P
5	270-0148	BALCONY
6	270-0185	PLATFORM LADDER 16"
7	270-0221	8" RISE RAMP W/ GUARDRAILS
8	270-0223	8" RISE ENTRANCE RAMP W/ GU
9	270-0266	CENTER MOUNT ENCLOSURE
10	270-0290	HALF PLATFORM
11	370-0027	LAUNCH PAD
12	370-0036	DYNAMIC DISCS REVERSE
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34	470-0387	SINGLE LEAF SEAT
35	470-0678	ARA HEX SHADE CANOPY
36	470-0752	ARA POLY SHADE CANOPY
37	470-0756	ROLLER SLIDE 48"-56"
38	470-0765	EVOLUTION SQUARE ROOF
39	550-0100	TOT SEAT, 7' & 8' PAIR, STD CH
40	550-0112	BELT SEAT, 8' PAIR, STD CHAIN
41	550-0135	5" OD ARCH SWING
42	550-0136	5" OD ARCH SWING ADD-ON
43	550-0171	FREEDOM SWING SEAT, 8' BEA
44	550-0186	VOLITO
45	550-0191	KONNECTION SWING
46	550-0195	AIRVENTURE GLIDER
47	560-0055	PLAYENSEMBLE CIRQUE DRUM
48	560-0056	PLAYENSEMBLE CIRQUE DRUM
49	560-0057	PLAYENSEMBLE CIRQUE DRUM
50	560-0058	PLAYENSEMBLE CIRQUE DRUM
51	560-0059	PLAYENSEMBLE CIRQUE DRUM
52	560-0563	CRUISER WITH ADAPTER
53	560-2579	VOLTA INCLUSIVE SPINNER
54	560-2586	COMET I
55	570-0394	PIPE WALL
56	570-0410	PLAYENSEMBLE TITAN CHIMES
57	570-0411	PLAYENSEMBLE SUPINE CHIME
58	570-0412	PLAYENSEMBLE TERRA METAL
59	570-0620	BURKE MART PANEL BELOW PL
60	570-1544	EVOLUTION SHORT CURVED TO
61	570-1545	EVOLUTION 6' OPENING BARRIE
62	570-1546	EVOLUTION TALL BARRIER
63	570-1558	EVOLUTION TALL CURVED TOP
64	570-1619	WHEEL OF FUN PANEL
65	570-1858	3-IN-A-ROW PANEL, ABOVE PLA
66	570-1863	RAIN WHEEL PANEL
67	570-1864	GEAR PANEL
68	570-1865	HDPE UNITARY ENCLOSURE, NU
69	570-2624	HALF PIPE WALL

Burke

January 02, 2020

SERIES: Basics, Intensity, Nucleus

COMPONENT PLAN

DRAWN BY: Tyler Hess

Menard Park

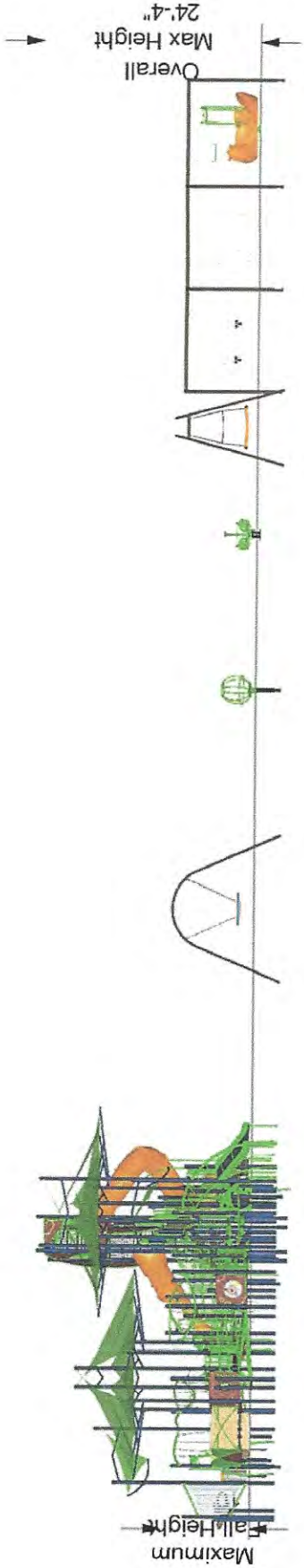
2222 28th Street

Galveston, TX 77550

fun abounds

125-124549-3

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



The protective surfacing for this design must accomodate the critical fall height.

Burke

January 02, 2020

SERIES: Basics, Intensity, Nucleus
ELEVATION PLAN
DRAWN BY: Tyler Hess

Menard Park
2222 28th Street
Galveston, TX 77550

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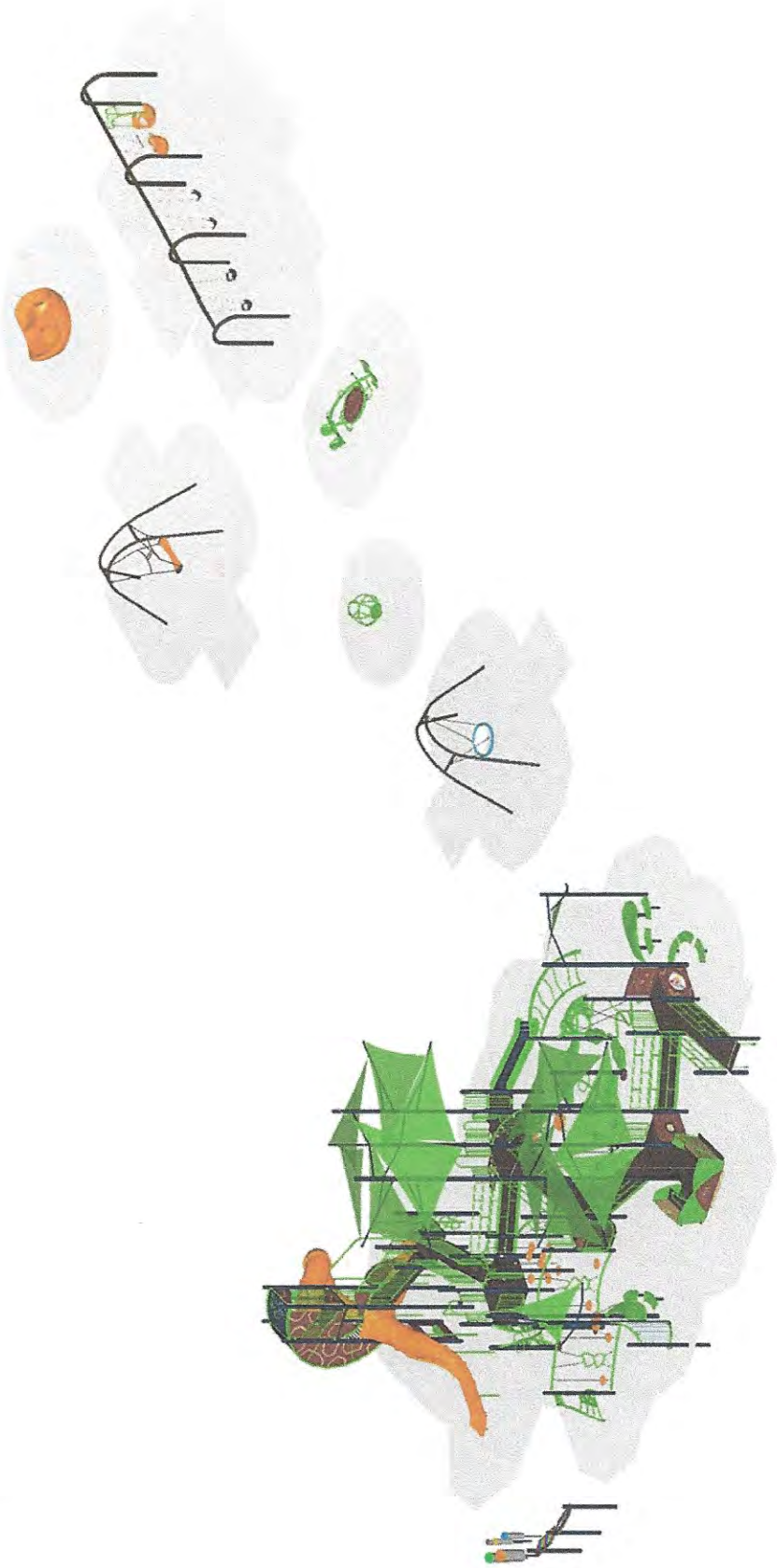

Burke

January 02, 2020

SERIES: Basics, Intensity, Nucleus
ISOMETRIC PLAN
DRAWN BY: Tyler Hess

Menard Park
2222 28th Street
Galveston, TX 77550

fun abounds
125-124549-3

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Burke

Proposal # **125-124549-3**

January 02, 2020
2020 Pricing

Selected Color List

Color Group	Color
Phase 1	
Accessory	Lime
Intensity/Rocky Mountain	Lime
1 Color Extruded/Flat	Lime
Post	Navy
Platform	Brown
Kore Konnect	Navy
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
Rotomolded	Orange
Sprocket Main Panel & Cruiser Seat Backs	Tan
Sprocket Overlay & Cruiser Side Panels	Lime
Phase 2	
Accessory	Lime
1 Color Extruded/Flat	Lime
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
Post	Navy
Contemporary Swing Fittings	Brown
Rotomolded	Orange
Platform	Brown
Phase 3	
Accessory	Lime
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
Post	Navy

Overridden Colors

560-0058 PLAYENSEMBLE CIRQUE DRUM II

1 Color Extruded/Flat	Black

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PLAY THAT MOVES YOU.
BCIBURKE.COM | 800.266.1250

Inclusivity: A highlight of this incredible space is inclusivity. Featuring the Volta ™ Inclusive Spinner, a universally designed spinning social space for users of all shapes, sizes and abilities, the Cruiser, a wheelchair rocker designed for all children and ramps that provide access for all, the playground is truly designed for everyone.

Play Variety: This design offers the perfect solution for a great playspace and ensures that the necessary and age-appropriate play components are included. With various slides and climbers, kids will be able to enhance physical fitness while having fun playing.

Novo™ Playful Furniture: Novo Playful Furniture combines form and function to create fun and creative site amenities that can be seamlessly integrated into play areas or used as part of an outdoor classroom. Balance on the Novo Arc Bench, relax and socialize on the Novo Table with room for a wheelchair to sit underneath or learn and interact at the Novo Teardrop Counter Climber. Whatever you decide to do while using Novo, you will be promoting socialization and multi-generational interaction.

Climbing: This playspace offers so many climbing options, kids won't be able to pick their favorite! Multiple climbing paths up, over, around and through the playground allow children to choose their own adventure while building strength, agility and problem-solving skills.

Imaginitive Play: Imaginations run wild with the Gear panel, 3-In-A-Row panel, and Rain Wheel panel, just to name a few. Studies show that imaginative play helps nurture a child's social, emotional and cognitive development. The best part is they do it naturally with play!

fun abounds
"Creating playground memories filled with fun"

PROPOSAL: 125-124549-3 R2

MENARD PARK

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fun abounds
"creating playground memories filled with fun"

MENARD PARK

PROPOSAL: 125-124549-3

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PROPOSAL: 125-124549-3 R2

MENARD PARK

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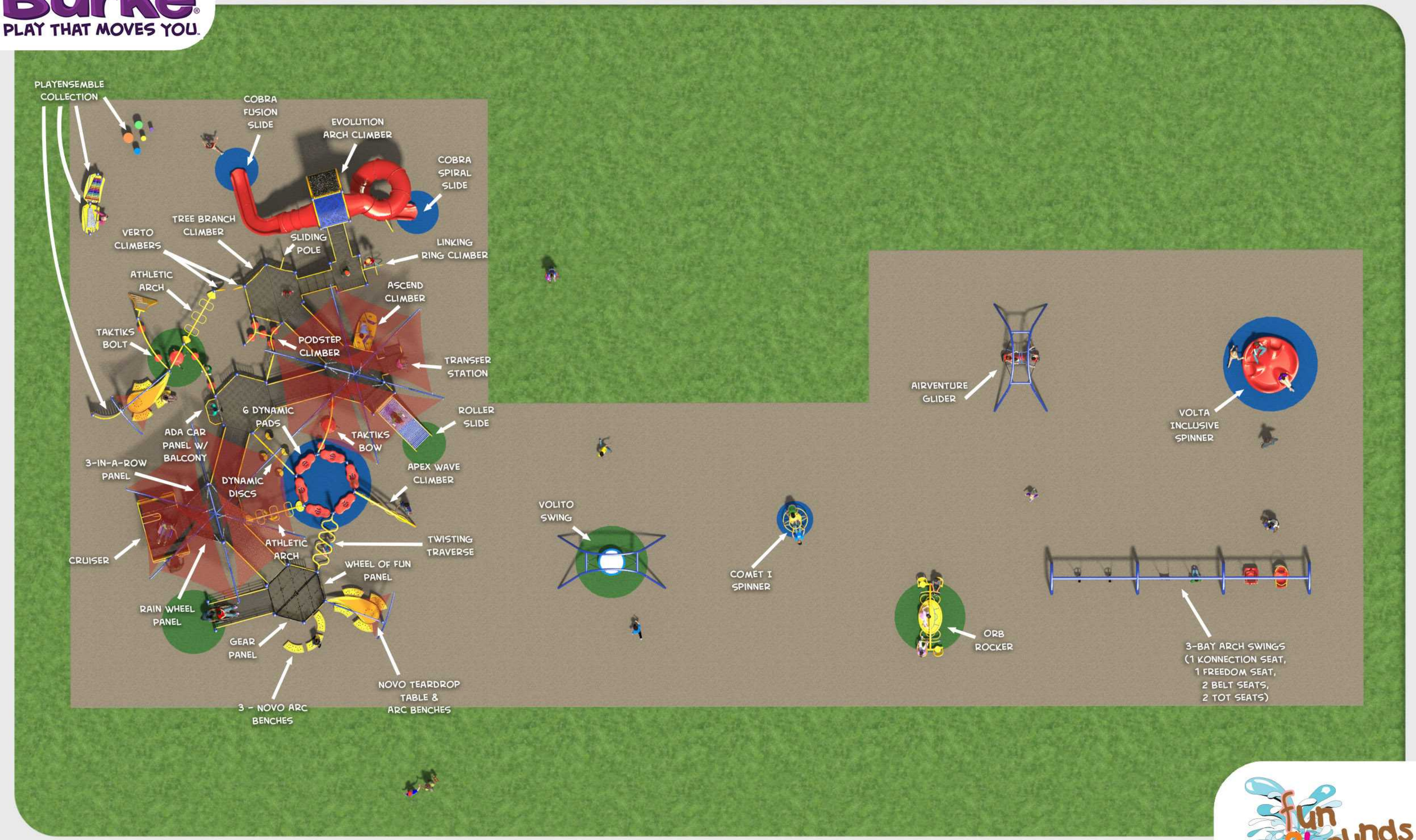

PROPOSAL: 125-124549-3

MENARD PARK

fun abounds
"creating playground memories filled with fun"

Burke

Proposal # **125-124549-3**

January 02, 2020
2020 Pricing

Volito Swing
Safety Standards & Guidelines - Reference Information

The Volito Swing was designed to allow multiple children to swing and engage together. For many years the only swings available for kids to use together were tire swings, which are fun and challenging but presented opportunities for improvement. Tire swings are able to rotate and pivot in all directions, often in an unpredictable manner and, because they aren't easy to propel while sitting on them, other children often have to push the swing to gain and maintain motion. The Volito Swing, along with many similar swings in this growing market trend, provides a multi-user swing that moves in a single axis to-fro motion.

The Volito Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

The CPSC Public Playground Safety Handbook hasn't been revised since 2008 and doesn't include new product categories that have been innovated in recent years. There are a couple of points to note when deciding to purchase a multi-user swing:

- Multi-user swings are innovative and CPSC Public Playground Safety Handbook doesn't have a standard that specifically covers them.

- CPSC 5.3.8.3.1 – CPSC recommends that belt swing seats should be designed to accommodate no more than one user at any time. While the Volito Swing is a single axis swing, it is clearly not a belt seat.

- CPSC 2.3.1 – CPSC says that swings intended for more than one user are not recommended because of their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
    - The ASTM safety standard, F1487, was revised in 2011 to add maximum impact requirements for swings and the Volito Swing has been tested and is compliant with ASTM impact requirements.
    - CPSC has written a letter stating that "the swing impact test in F1487-11 is a reasonable approach to address the concerns posed by unoccupied, heavy, multiple occupancy swings."
- CPSC has always included an exemption to both recommendations listed above for tire swings, which are multiple occupancy swings that are suspended from a single pivot and permit swinging in any direction.
- CPSC also emphasizes that their Handbook provides recommendations, not requirements. If a jurisdiction adopts the Handbook's recommendations as mandatory requirements, that jurisdiction would need to determine how the requirements should be applied in any particular instance.

Burke

Proposal # **125-124549-3**

January 02, 2020
2020 Pricing

Konnection Swing™
Safety Standards & Guidelines - Reference Information

The Konnection Swing was designed to provide an intergenerational play opportunity and offer everyone the childhood joy of swinging! While researching the use of swings, two trends stood out to us - caregivers pushing infants in bucket seat swings and adults swinging with children on their lap. Both situations could be improved with the design of a swing designed to foster connection and increase safety. The Konnection Swing was developed as a direct result of this. The overall design is focused on fostering true connection in both eye contact and proximity leading to increased engagement for all users. Hands-free swinging allows the caregiver to hold, interact and play with the child as they both experience the thrill of swinging together.

The Konnection Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

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Design Summary

fun abounds is very pleased to present this Proposal for consideration for the Menard Park located in Galveston. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Galveston. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

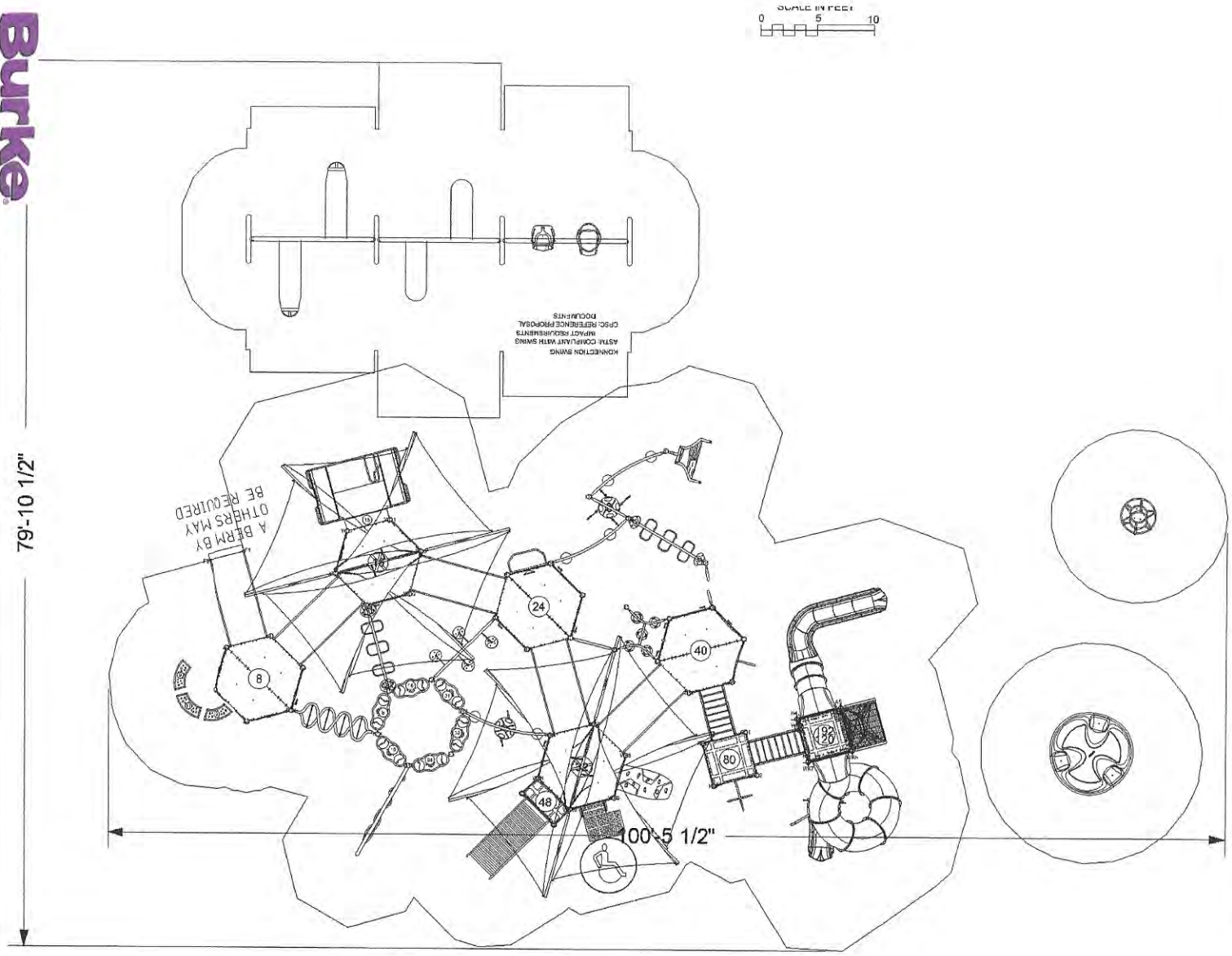
- Project Name: Menard Park
- Project Number: 125-124549-4
- User Capacity: 306
- Age Groups: Ages 5-12 years
- Dimensions: 79' 10" x 100' 6"
- Designer Name: Tyler Hess

fun abounds has developed a custom playground configuration based on the requirements as they have been presented for the Menard Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 125-124549-4 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Menard Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

PRELIMINARY DESIGN & PRICING FOR INTERNAL APPROVAL REQUIRED BY YOUR BURKE DESIGNER.



INFORMATION
MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL

AREA
4555 SQ.FT.

PERIMETER
545 FT.

STRUCTURE SIZE
79' 10" x 100' 6"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
- ☐ 2-5 YEAR OLDS
- ☒ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS

NSF Registered to ISO 9001 | NSF Registered to ISO 14001

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION — PUBLIC PLAY EQUIPMENT — IPEMA CERTIFIED TO ASTM F1487

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The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

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The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

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NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 19	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 5
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 25	REQ'D: 0
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 13	REQ'D: 0

WARNING!

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FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

Burke

SERIES: Basics, Intensity, Nucleus
SITE PLAN
DRAWN BY: Tyler Hess

Menard Park
2222 28th Street
Galveston, TX 77550

January 12, 2020

fun abounds
125-124549-4

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

ITEM	COMP.	DESCRIPTION
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3	270-0130	SQUARE PLATFORM
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40	550-0135	5' OD ARCH SWING
41	550-0136	5' OD ARCH SWING ADD-ON
42	550-0171	FREEDOM SWING SEAT, 8' BEA
43	550-0191	KONNECTION SWING
44	560-0563	CRUISER WITH ADAPTER
45	560-2579	VOLTA INCLUSIVE SPINNER
46	560-2586	COMET I
47	570-0394	PIPE WALL
48	570-0620	BURKE MART PANEL BELOW PL
49	570-1544	EVOLUTION SHORT CURVED TO
50	570-1545	EVOLUTION 6' OPENING BARRIE
51	570-1546	EVOLUTION TALL BARRIER
52	570-1558	EVOLUTION TALL CURVED TOP
53	570-1619	WHEEL OF FUN PANEL
54	570-1858	3-IN-A-ROW PANEL, ABOVE PLAT
55	570-1863	RAIN WHEEL PANEL
56	570-1864	GEAR PANEL
57	570-1865	HDPE UNITARY ENCLOSURE, NU
58	570-2624	HALF PIPE WALL
59	570-2673	CAR ACCESSIBLE REACH PANE
60	580-1312	NOVO ARC BENCH

Burke

January 12, 2020

SERIES: Basics, Intensity, Nucleus

COMPONENT PLAN

DRAWN BY: Tyler Hess

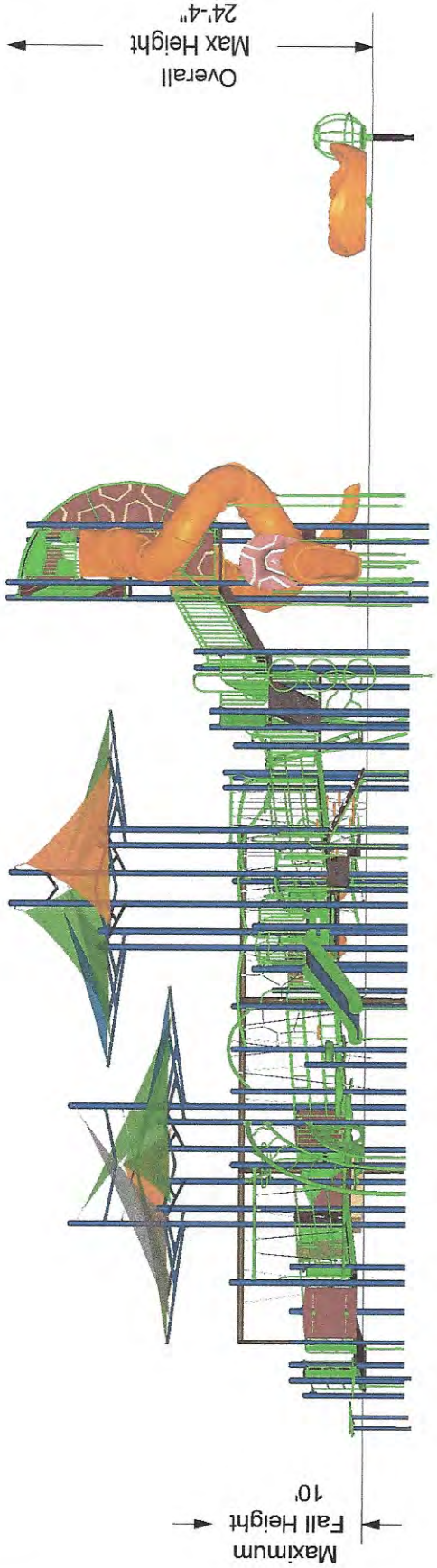
Menard Park

2222 28th Street

Galveston, TX 77550

fun abounds

125-124549-4



The protective surfacing for this design must accomodate the critical fall height.

Burke

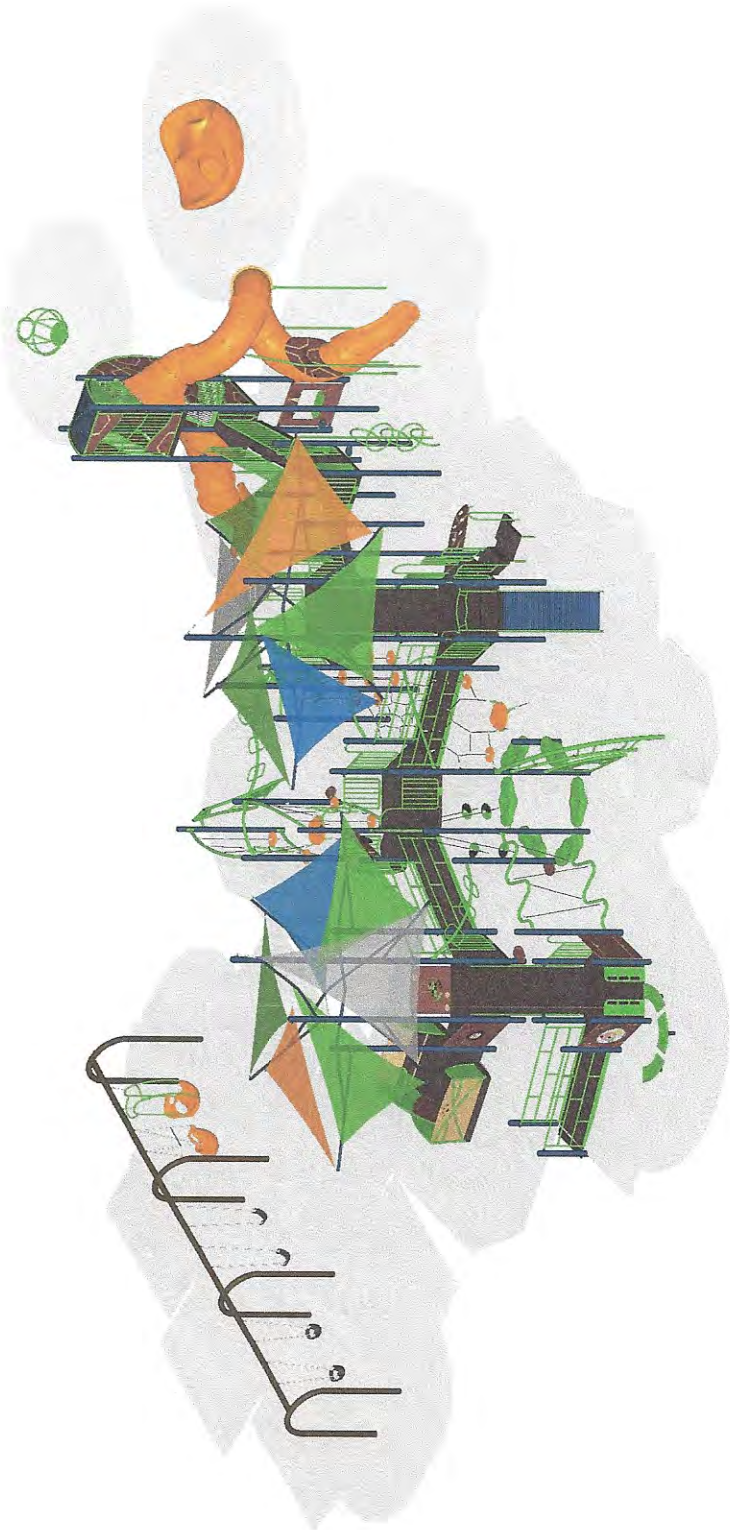
January 12, 2020

SERIES: Basics, Intensity, Nucleus
ELEVATION PLAN
DRAWN BY: Tyler Hess

Menard Park
2222 28th Street
Galveston, TX 77550

fun abounds
125-124549-4

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Burke

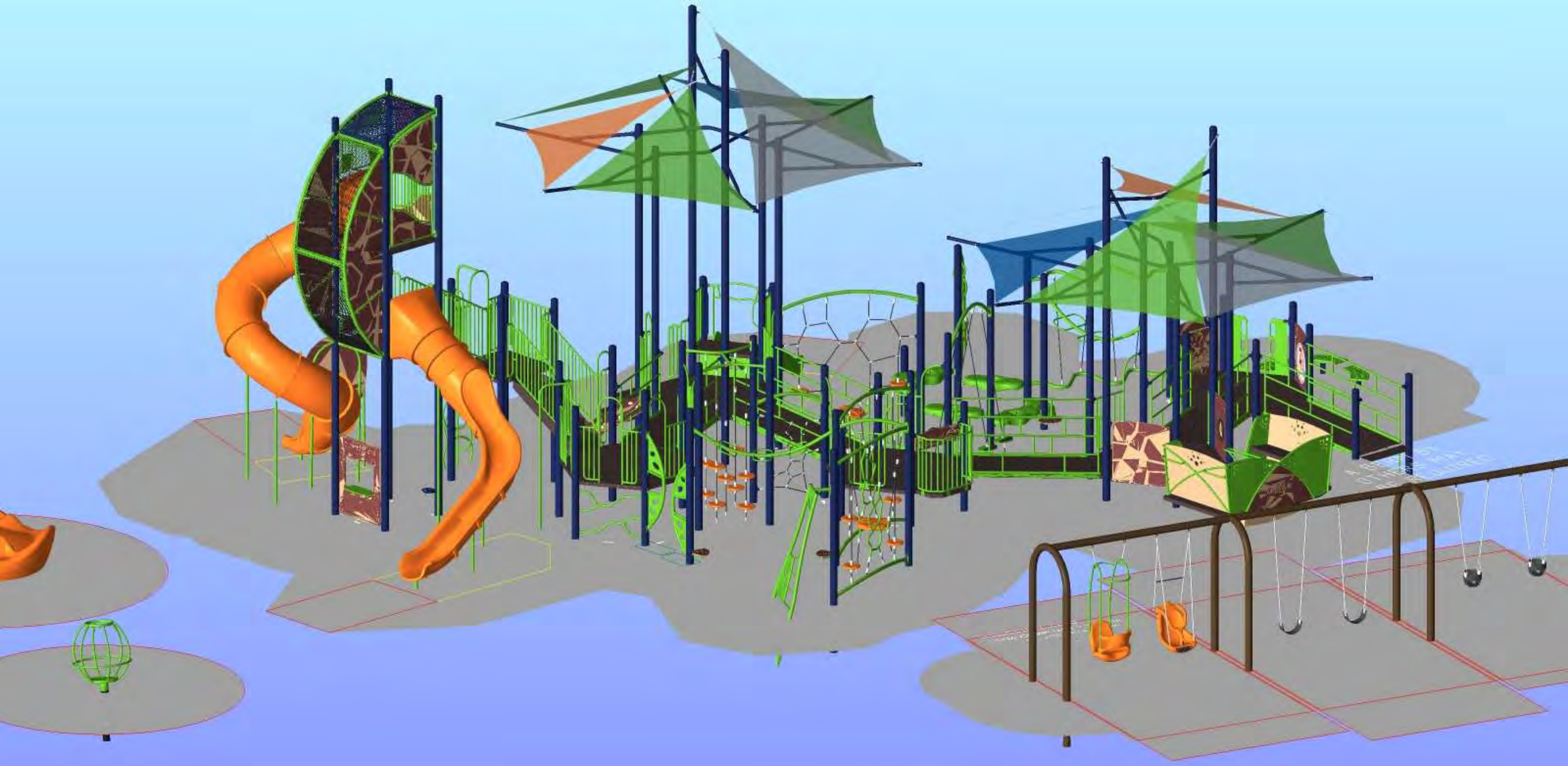
January 12, 2020

SERIES: Basics, Intensity, Nucleus
ISOMETRIC PLAN
DRAWN BY: Tyler Hess

Menard Park
2222 28th Street
Galveston, TX 77550

fun abounds
125-124549-4

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



COLORS THAT MOVE YOU

HDPE PLASTIC PANELS

Green, Lime, Olive, Blue, Purple, Red

Orange, Yellow, Tan, Gray, Black, Green/Tan

Lime/Black, Olive/Black, Blue/White, Blue/Yellow, Purple/Gray, Red/White

Orange/Black, Yellow/Blue, Yellow/Red, Tan/Green, Brown/Tan, Gray/Black

SHADE CANOPIES

Lime, Purple, Orange, Sand

Green, Blue, Red, Yellow, Gray

PLATFORMS

Blue, Brown, Recycled Plastic

ROCKIT CLIMBERS

Granite, Sandstone

POWDER COAT PAINT

Green, Orange, Olive, Yellow, Lime, Lemon, Aqua, Gold, Sky, Tan, Blue, Brown, Navy, Black, Purple, Charcoal Matte Finish, Burgundy, Silver, Red, White, Redwood Matte Finish

ROTOMOLD PLASTIC

Green, Lime, Blue, Purple, Red, Orange, Yellow, Tan, Granite

VISIT BCIBURKE.COM/COLORSELECTION TO CUSTOMIZE YOUR PLAYGROUND COLORS!

TESTIMONIALS

"Service, Safety, Quality. Three words I would use to describe the people, business model, and overall organizational standards that inspires the BCI Burke Company. Every organization has a unique set of challenges and goals when it comes to building an educational environment - and from our experience, BCI Burke came to the table ready to work with us as partners to meet those challenges and goals head on.

We chose to work with BCI Burke because we needed a reliable company that would be able to provide nothing less than the highest quality product with our own time limitations. As with most other businesses, we did not have the luxury of making an investment into a project of this magnitude and not feel 100% certain that we had gotten the very best of our dollar. We also had to assure our stakeholders that we would see that investment last the test of time.

BCI Burke offered us superb and consistent customer service, the ability to achieve our goal on a fast timetable, and the confidence that our playground is genuinely the very best in design and safety. This is something that we will showcase in our school for many years to come.

After working with the company, I know personally they are committed to go the extra mile to satisfy your needs. BCI Burke is a master in their field but also provide the customer with an intuitive understanding of service".

Angela H. Brunini
Principal
St. Anthony Catholic School

"I am writing to tell you how much I enjoyed and appreciated working with your local representative...Through the years, I have worked with a number of playground companies, but never with anyone with the professionalism, commitment and follow-through of (your Burke Rep). We are all so excited about our children having the opportunity to play on your wonderful equipment; of course, we want everything! We are so impressed with the many, many possible designs. Thank you for the quality of your equipment and your local representatives."

Nancy Emerson
Director
The Children's Center
Dallas , TX

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2020**

playground memories filled with fun™

Timeline

From date of Order to Completion

6 weeks of manufacturing time and delivery of goods

2 weeks for installation

Total project duration 42 days.

*will agree to these terms weather permitting

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting Bonding amount included in this line item	$ $4,740.00	$ $4,740.00
2	1	Mobilization, Demobilization	$ $0	$ $0
3	1	Site Preparation	$ $9,400.00	$ $9,400.00
4	1	Upright Installation	$ $28,443.45	$ $28,443.45
5	1	Playground Platform and Components Installation	$ $224,578.30	$ $224,578.30
6	1	Playground Border and Surface Installation	$ $108,460.00	$ $108,460.00
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ $375,621.75	$ $375,621.75 *
Add Alternate	1	Stamped Engineered Drawings	$ $5,000.00	$ $5.000.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/20

Authorized Representative (signature): Title: President

*The pricing listed is for design -4. Please see Estimate #5403 for -3 pricing info.

Proposal # **125-124549-3**

January 02, 2020
2020 Pricing

Proposal Prepared for:
Mario Rabago
City of Galveston
2222 28th Street
Galveston, TX 77550
Phone: 409.797.3700

Project Location:
Menard Park
2222 28th Street
Galveston, TX 77550

Proposal Prepared by:
fun abounds
114 Venice Street
Sugar Land, TX 77478
Phone: 281-793-8002
Fax: 281-265-0043

Leigh Walden
Phone:
Fax: 281-265-0043
lwalden@fabplaygrounds.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Burke Basics						
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	2	2	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	1	2	2	20	20
550-0135	5" OD ARCH SWING	1	0	0	366	366
550-0136	5" OD ARCH SWING ADD-ON	2	0	0	223	446
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
550-0186	VOLITO	1	4	4	413	413
550-0191	KONNECTION SWING	1	2	2	64	64
550-0195	AIRVENTURE GLIDER	1	4	4	465	465
560-0563	CRUISER WITH ADAPTER	1	12	12	1,222	1,222
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
560-2586	COMET I	1	6	6	154	154
570-2676	ORB ROCKER	1	8	8	483	483
580-1312	NOVO ARC BENCH	10	2	20	43	430
580-1319	NOVO TEARDROP COUNTER CLIMBER	2	5	10	124	248
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Intensity						
370-0027	LAUNCH PAD	2	1	2	9	18
370-0036	DYNAMIC DISCS REVERSE	1	6	6	93	93
370-0808	TWISTING TRAVERSE	1	5	5	103	103
370-0830	PLEXUS HOLE CLIMBER	1	2	2	97	97
370-0837	CLIMBER POST ATTACHMENT	1	0	0	3	3
370-1584	APEX WAVE CLIMBER	1	8	8	185	185
370-1589	TAKTIKS BOLT CLIMBER	1	8	8	233	233
370-1608	OVISTEP LAUNCH PAD	2	1	2	10	20
370-1610	ATHLETIC ARCH OH	2	5	10	45	90
370-1616	TAKTIKS, TALL ROPE WALL	1	2	2	31	31
370-1620	TAKTIKS BOW CLIMBER	1	7	7	80	80
370-1624	INTENSITY PODSTEP CLIMBER	1	10	10	105	105
470-0101	DYNAMIC PAD	6	2	12	27	162
470-0752	ARA POLY SHADE CANOPY	2	0	0	135	270
Nucleus						
270-0001	OFFSET ENCLOSURE	7	0	0	30	210
270-0112	UNITARY ENCLOSURE	1	0	0	34	34
270-0130	SQUARE PLATFORM	3	6	18	106	318
270-0131	HEXAGONAL PLATFORM S5P	5	12	60	287	1,435

Proposal # **125-124549-3**

Burke

January 02, 2020

2020 Pricing

270-0148	BALCONY	1	2	2	99	99
270-0185	PLATFORM LADDER 16"	1	1	1	10	10
270-0221	8" RISE RAMP W/ GUARDRAILS	4	10	40	356	1,424
270-0223	8" RISE ENTRANCE RAMP W/ GUAR...	1	10	10	377	377
270-0266	CENTER MOUNT ENCLOSURE	1	0	0	43	43
270-0290	HALF PLATFORM	1	3	3	57	57
370-0037	ASCEND ROCK CLIMBER, 32"-40"	1	2	2	117	117
370-0147	SLIDING POLE 32"-48"	1	1	1	55	55
370-0469	40" TRANSITION STAIR W/BARRIE...	2	4	8	279	558
370-0557	LINKING RING CLIMBER 80"-96"	1	4	4	100	100
370-0723	CAN TRANSFER STATION, BARRIER...	1	4	4	191	191
370-0854	VERTO CLIMBER 1	2	1	2	35	70
370-0861	TREE BRANCH CLIMBER 40"	1	2	2	17	17
370-1632	EVOLUTION, DECK TO ROOF CLIMB...	1	7	7	471	471
470-0121	COBRA WIDE SPIRAL 192"	1	3	3	512	512
470-0126	COBRA SLIDE FUSION RIGHT 120"	1	3	3	330	330
470-0387	SINGLE LEAF SEAT	2	1	2	7	14
470-0678	ARA HEX SHADE CANOPY	2	0	0	576	1,152
470-0756	ROLLER SLIDE 48"-56"	1	3	3	721	721
470-0765	EVOLUTION SQUARE ROOF	1	0	0	91	91
560-0055	PLAYENSEMBLE CIRQUE DRUM V	1	2	2	48	48
560-0056	PLAYENSEMBLE CIRQUE DRUM IV	1	1	1	32	32
560-0057	PLAYENSEMBLE CIRQUE DRUM III	1	1	1	25	25
560-0058	PLAYENSEMBLE CIRQUE DRUM II	1	1	1	19	19
560-0059	PLAYENSEMBLE CIRQUE DRUM I	1	1	1	17	17
570-0394	PIPE WALL	1	0	0	36	36
570-0410	PLAYENSEMBLE TITAN CHIMES	1	2	2	121	121
570-0411	PLAYENSEMBLE SUPINE CHIMES HUE	1	2	2	93	93
570-0412	PLAYENSEMBLE TERRA METALLOPHO...	1	2	2	93	93
570-0620	BURKE MART PANEL BELOW PLATFO...	1	4	4	54	54
570-1544	EVOLUTION SHORT CURVED TOP BA...	1	0	0	50	50
570-1545	EVOLUTION 6' OPENING BARRIER	1	0	0	78	78
570-1546	EVOLUTION TALL BARRIER	1	0	0	78	78
570-1558	EVOLUTION TALL CURVED TOP BAR...	1	0	0	114	114
570-1619	WHEEL OF FUN PANEL	1	2	2	51	51
570-1858	3-IN-A-ROW PANEL, ABOVE PLATF...	1	2	2	45	45
570-1863	RAIN WHEEL PANEL	1	2	2	59	59
570-1864	GEAR PANEL	1	4	4	50	50
570-1865	HDPE UNITARY ENCLOSURE, NUCLE...	1	1	1	26	26
570-2624	HALF PIPE WALL	2	0	0	20	40
570-2673	CAR ACCESSIBLE REACH PANEL BA...	1	2	2	23	23
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0001	POST ASSEMBLY 5" OD X 91"	6	0	0	49	294
670-0002	POST ASSEMBLY 5" OD X 107"	5	0	0	58	290
670-0150	POST ASSEMBLY 5" OD X 80"	6	0	0	44	264
670-0161	POST, SWAGED ROOF 5" OD X 171"	8	0	0	90	720
670-0163	POST, SWAGED ROOF 5" OD X 220"	10	0	0	115	1,150
670-0165	POST ASSEMBLY 5" OD X 123"	5	0	0	66	330
670-0166	POST ASSEMBLY 5" OD X 139"	14	0	0	74	1,036
670-0167	POST ASSEMBLY 5" OD X 147"	4	0	0	78	312
670-0168	POST ASSEMBLY 5" OD X 158"	2	0	0	84	168
670-0169	POST ASSEMBLY 5" OD X 171"	2	0	0	91	182
670-0172	POST, SWAGED ROOF 5" OD X 147"	2	0	0	77	154

Proposal # **125-124549-3**

January 02, 2020

2020 Pricing

670-0423 POST, FOOTER EXTENSION 5" OD ...	4	0	0	11	44

Total User Capacity: 358
Total Weight: 20,855 lbs.
Total Price: $254,398

Information is relative to the Jan 2 2020 4:35AM database.

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.**

Proposal # 125-124549-4

January 12, 2020
2020 Pricing

Proposal Prepared for:
Mario Rabago
City of Galveston
2222 28th Street
Galveston, TX 77550
Phone: 409.797.3700

Project Location:
Menard Park
2222 28th Street
Galveston, TX 77550

Proposal Prepared by:
fun abounds
114 Venice Street
Sugar Land, TX 77478
Phone: 281-793-8002
Fax: 281-265-0043

Leigh Walden
Phone:
Fax: 281-265-0043
lwalden@fabplaygrounds.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Burke Basics						
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	2	2	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	1	2	2	20	20
550-0135	5" OD ARCH SWING	1	0	0	366	366
550-0136	5" OD ARCH SWING ADD-ON	2	0	0	223	446
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
550-0191	KONNECTION SWING	1	2	2	64	64
560-0563	CRUISER WITH ADAPTER	1	12	12	1,222	1,222
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
560-2586	COMET I	1	6	6	154	154
580-1312	NOVO ARC BENCH	3	2	6	43	129
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Intensity						
370-0027	LAUNCH PAD	2	1	2	9	18
370-0036	DYNAMIC DISCS REVERSE	1	6	6	93	93
370-0808	TWISTING TRAVERSE	1	5	5	103	103
370-0830	PLEXUS HOLE CLIMBER	1	2	2	97	97
370-0837	CLIMBER POST ATTACHMENT	1	0	0	3	3
370-1584	APEX WAVE CLIMBER	1	8	8	185	185
370-1589	TAKTIKS BOLT CLIMBER	1	8	8	233	233
370-1608	OVISTEP LAUNCH PAD	2	1	2	10	20
370-1610	ATHLETIC ARCH OH	2	5	10	45	90
370-1616	TAKTIKS, TALL ROPE WALL	1	2	2	31	31
370-1620	TAKTIKS BOW CLIMBER	1	7	7	80	80
370-1624	INTENSITY PODSTEP CLIMBER	1	10	10	105	105
470-0101	DYNAMIC PAD	6	2	12	27	162
Nucleus						
270-0001	OFFSET ENCLOSURE	7	0	0	30	210
270-0112	UNITARY ENCLOSURE	1	0	0	34	34
270-0130	SQUARE PLATFORM	3	6	18	106	318
270-0131	HEXAGONAL PLATFORM S5P	5	12	60	287	1,435
270-0148	BALCONY	1	2	2	99	99
270-0185	PLATFORM LADDER 16"	1	1	1	10	10
270-0221	8" RISE RAMP W/ GUARDRAILS	4	10	40	356	1,424
270-0223	8" RISE ENTRANCE RAMP W/ GUAR...	1	10	10	377	377
270-0266	CENTER MOUNT ENCLOSURE	1	0	0	43	43

PRELIMINARY DESIGN & PRICING FOR INTENSITY
APPROVAL REQUIRED BY YOUR BURKE DESIGNER.

Proposal # 125-124549-4

Burke

January 12, 2020

2020 Pricing

270-0290	HALF PLATFORM	1	3	3	57	57
370-0037	ASCEND ROCK CLIMBER, 32"-40"	1	2	2	117	117
370-0147	SLIDING POLE 32"-48"	1	1	1	55	55
370-0469	40" TRANSITION STAIR W/BARRIE...	2	4	8	279	558
370-0557	LINKING RING CLIMBER 80"-96"	1	4	4	100	100
370-0723	CAN TRANSFER STATION, BARRIER...	1	4	4	191	191
370-0854	VERTO CLIMBER 1	2	1	2	35	70
370-0861	TREE BRANCH CLIMBER 40"	1	2	2	17	17
370-1632	EVOLUTION, DECK TO ROOF CLIMB...	1	7	7	471	471
470-0121	COBRA WIDE SPIRAL 192"	1	3	3	512	512
470-0126	COBRA SLIDE FUSION RIGHT 120"	1	3	3	330	330
470-0387	SINGLE LEAF SEAT	2	1	2	7	14
470-0678	ARA HEX SHADE CANOPY	2	0	0	576	1,152
470-0756	ROLLER SLIDE 48"-56"	1	3	3	721	721
470-0765	EVOLUTION SQUARE ROOF	1	0	0	91	91
570-0394	PIPE WALL	1	0	0	36	36
570-0620	BURKE MART PANEL BELOW PLATFO...	1	4	4	54	54
570-1544	EVOLUTION SHORT CURVED TOP BA...	1	0	0	50	50
570-1545	EVOLUTION 6' OPENING BARRIER	1	0	0	78	78
570-1546	EVOLUTION TALL BARRIER	1	0	0	78	78
570-1558	EVOLUTION TALL CURVED TOP BAR...	1	0	0	114	114
570-1619	WHEEL OF FUN PANEL	1	2	2	51	51
570-1858	3-IN-A-ROW PANEL, ABOVE PLATF...	1	2	2	45	45
570-1863	RAIN WHEEL PANEL	1	2	2	59	59
570-1864	GEAR PANEL	1	4	4	50	50
570-1865	HDPE UNITARY ENCLOSURE, NUCLE...	1	1	1	26	26
570-2624	HALF PIPE WALL	2	0	0	20	40
570-2673	CAR ACCESSIBLE REACH PANEL BA...	1	2	2	23	23
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0001	POST ASSEMBLY 5" OD X 91"	7	0	0	49	343
670-0002	POST ASSEMBLY 5" OD X 107"	5	0	0	58	290
670-0150	POST ASSEMBLY 5" OD X 80"	3	0	0	44	132
670-0161	POST, SWAGED ROOF 5" OD X 171"	6	0	0	90	540
670-0163	POST, SWAGED ROOF 5" OD X 220"	10	0	0	115	1,150
670-0165	POST ASSEMBLY 5" OD X 123"	4	0	0	66	264
670-0166	POST ASSEMBLY 5" OD X 139"	15	0	0	74	1,110
670-0167	POST ASSEMBLY 5" OD X 147"	4	0	0	78	312
670-0168	POST ASSEMBLY 5" OD X 158"	2	0	0	84	168
670-0169	POST ASSEMBLY 5" OD X 171"	2	0	0	91	182
670-0423	POST, FOOTER EXTENSION 5" OD ...	4	0	0	11	44

Total User Capacity: 306
Total Weight: 17,819 lbs.
Total Price: $205,509

PRELIMINARY PRICING FOR INTEGRITY APPROVAL ONLY BY YOUR BURKE DESIGNER.

Information is relative to the Dec 20 2019 4:35AM database.

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.**

Burke

Proposal # 125-124549-4

January 12, 2020
2020 Pricing

Selected Color List

Color Group	Color
Phase 1	
Accessory	Lime
Intensity/Rocky Mountain	Lime
1 Color Extruded/Flat	Lime
Post	Navy
Platform	Brown
Kore Konnect	Navy
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
Rotomolded	Orange
Sprocket Main Panel & Cruiser Seat Backs	Tan
Sprocket Overlay & Cruiser Side Panels	Lime
Phase 2	
Accessory	Lime
1 Color Extruded/Flat	Lime
Contemporary Swing Fittings	Brown
Rotomolded	Orange
Platform	Brown

PRELIMINARY DESIGN & PRICING FOR INTENSITY - APPROVAL REQUIRED BY YOUR BURKE DESIGNER.

"creating playground memories filled with fun"

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Austin, San Antonio, West Texas and Surrounding Areas
Mike Giehl
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Website:
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POI-Premiere Outdoor Installations
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Owner
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Project Manager-Scheduling
Eric Green
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512-541-0348

Leigh Walden, CPSI
Owner, fun abounds

University of Houston, BA – Psychology
Play U – Delano, MN.
NPSI/NRPA – Baltimore, MD 2009
NPSI/NRPA – San Antonio, TX. 2006

Leigh Walden has over 10 years sales experience in the park and recreation industry. In 2007, she created fun abounds, to further enhance the park and recreation offerings in Southeast Texas. Prior to that she was an independent contractor for Lone Star Recreation. In both capacities, Ms. Walden is responsible for assisting the client from the planning stages to the installation of the equipment and assisting with any questions or needs after the installation. Knowledge of CPSC, ASTM as well as local regulations is required. Her past customer service experience has allowed an effective and positive transition into her current market position.

Ms. Walden's speaking engagements include :

- 09/10 –Gulf Coast Leadership Conference – Safety and Maintenance for Playgrounds
- 06/09 – Houston YMCA – Maintenance on Splashpads – 50 people
- 06/09 – HAEYC – Today I'll Climb to the Top – 25 people
- 6/08 – Houston YMCA – Maintenance on Splashpads – 50 people
- 6/07 – HAEYC – Today I'll Climb to the Top – 100 people
- 5/22/07 – PMA- LSI and The Marketplace – 45 people
- 5/22/07 – Robinson Elementary – Lone Star Rec Capabilities – 5 people
- 5/16/07 – Bay Architects – LSI and The Marketplace – 15 people
- 5/03/07 – Sundown HOA – Lone Star Rec Capabilities – 2 people
- 2/1/07 - 2/1/07 -TRAPS Region 4 Conference – Safety and Maintenance- A Guide to your Playground- 100 people
- 11/13/06 – Greatwood HOA – CPSC Guidelines – 9 people

Many more presentations to architects, PTA/PTO groups, City and County governmental agencies have also been performed.

Married for 24 years and has two children, Emma, 14 and Molly, 10.

Affiliations: TRAPS, NRPA, NPCAI, CPSI Certified

Received Sales Representative of the Year with Landscape Structures, 2006, Highest Sales October 2014 for BCI Burke, and Rookie of the Year 2014, BCI Burke.

Currently represents: BCI Burke Company, WaterPlay

CONFIDENTIAL

fun abounds
creating playground memories filled with fun

fun abounds has a proven methodology for completing each project, large or small. Our projects start with a project information form that follows the job from start to finish. We have the capabilities of designing the project ourselves or sending to the factory. At any time, our reps have the ability to make changes to the design as needed by the client. Once the rep has received a signed order, our office manager is responsible for entering the orders and verifying for accuracy. They handle the project until the equipment is shipped. At that time, Eric Green, our install coordinator takes the project. He works for POI, our certified installer. He branches the two companies. At this point, the installation side will install the playground, surfacing, curbing, site amenities etc. Installs are made per manufacturer's and ASTM's guidelines. We have multiple installers that are CPSI certified on the crew. Our install group uses Construction Online to track the project and for reporting. fun abounds uses multiple programs throughout the project to ensure proper tracking and billing.

www.fabplaygrounds.com
130 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

creating playground memories filled with fun

References

Darren McCarthy
City of Rosenberg Parks Department
3720 Airport Avenue Rosenberg, TX 77471

832.595.3960
Playgrounds

Phil Martin
Mike Stone and Associates
Professional Project Management
19875 Southwest Freeway, Suite 270
Richmond, TX 77406

281.343.0712
Sales and installations including water features, play features and surfacing

Susan White
Assistant Director, PARD
City of West University Place
6104 Auden Street
West University Place, TX 77005

713.662.5367
Playgrounds

130 Venice Sugar Land, TX. 77478 281-793-8002 Fax 281-265-0043
lwalden@fabplaygrounds.com

FUNAB-1

OP ID: CS

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
765-534-3152
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Steve B. Carraway

CONTACT NAME: Steve B. Carraway
PHONE (A/C, No, Ext): 765-534-3152
FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co.	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fun Abounds, Inc.
114 Venice Sreet
Sugar Land, TX 77478

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE / X OCCUR			RBS0018678	04/19/2019	04/19/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X Deductible-None						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			RBS0018678	04/19/2019	04/19/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

FORINFO

For Information Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/19

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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
TALLAS INSURANCE AGENCY
14015 Southwest Freeway Ste 5
Sugar Land, TX 77478

CONTACT NAME: ROBERT REYES
PHONE (A/C, No, Ext): (713)271-2000 FAX (A/C, No): (713)271-4141
E-MAIL ADDRESS: staff@tallasins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TEXAS MUTUAL INSURANCE	524210
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FUN ABOUNDS
130 VENICE ST.
SUGAR LAND, TX 77478

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001321422	03/09/19	03/09/20	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

CERTIFICATE HOLDER

For business pupose only

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

Jeff Tallas

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PREMI-2

OP ID: CS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2019

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PRODUCER
765-534-3152
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Steve B. Carraway

CONTACT NAME: Steve B. Carraway
PHONE (A/C, No, Ext): 765-534-3152
FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co.	41297
INSURER B : General Casualty Co.	24414
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Premier Outdoor Installations, Inc.
PO Box 58146
Webster, TX 77598

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		RBS0018653	03/30/2019	03/30/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Installation			BPK0003209	03/07/2019	03/07/2020	Limit	50,000
	Deductible $1,000							

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

Certificate holder is an additional insured regarding general liability coverage per written contract.

CERTIFICATE HOLDER

FUNABOU

Funabounds
130 Venice
Sugar Land, TX 77478

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PREMOUT-01 M1DVALENTIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/24/2019

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PRODUCER
MaximGroup
18050 Saturn Lane, Suite 200
Houston, TX 77058

CONTACT NAME: Denny Valentin
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E-MAIL ADDRESS: dvalentin@maximgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Ins. Company	22945
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Premier Outdoor Installations
Inc. / Attn: Tom Driscoll
3509 Tallow Forest St.
Dickinson, TX 77539

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		0001238763	06/12/2019	06/12/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Fun Abounds
114 Venice Street
Sugar Land, TX 77478

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

National Recreation and Park Association

Let it be known that

LEIGH WALDEN

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

Certified
Playground
Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

October 18, 2017

DATE CERTIFIED

39786-1120

CERTIFICATION NUMBER

November 01, 2020

EXPIRATION DATE

NRPA National Recreation and Park Association

National Recreation and Park Association

Let it be known that

TOM DRISCOLL

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CPSI Certified Playground Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

October 18, 2017
DATE CERTIFIED

39818-1120
CERTIFICATION NUMBER

November 01, 2020
EXPIRATION DATE

NRPA National Recreation and Park Association

CITY OF HOUSTON

Office of Business Opportunity

Sylvester Turner,
Mayor

fun abounds, Inc.

is duly certified as a

Women Business Enterprise (WBE)

Certified Categories:

Certification Number: 17-7-11596

NAICS 423910: PLAYGROUND EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

Certification Review Date: February 28, 2020

Carlecia D. Wright

Expiration Date

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1364766562200**
File/Vendor Number:	**496631**
Approval Date:	**14-APR-2016**
Scheduled Expiration Date:	**14-APR-2020**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

FUN ABOUNDS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 15-APR-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512-463-5872**.

Rev. 01/15

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2020-573657

Date Filed:
01/03/2020

Date Acknowledged:

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

fun abounds
Sugar Land, 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.

20-008
Installation, repair, improvements for the purchase and installation of new park and playground.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walden, Leigh	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Nancy Santibanez, and my date of birth is 5-9-91.

My address is 8407 Rivercross Rd., Houston, TX, 77064, US.
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of TX, on the 10 day of 01 (month), 20 20 (year)

Nancy Santibanez
Signature of authorized agent of contracting business entity
(Declarant)

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

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

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

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

WHEN: The person or business must file:

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity — Date 1/10/20

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

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Nancy Santibanez **(Person name), the undersigned representative of (Company or Businsess Name)** fun abounds, Inc. **(hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::**

a. **Does not boycott Israel currently; and**
b. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

1-10-2020
DATE

Nancy Santibanez
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas **§**
COUNTY OF Fort Bend **§**

On this day, BEFORE ME, the undersigned, personally appeared Nancy Santibanez **the** Office Manager **of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th **day of** January**, 20**20**.**

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
GISELLE OZUNA
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 5/20/2020
NOTARY ID 13066915-0

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.

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

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

_____

_____

Nancy Santibanez

Bidder's ~~Printed or~~ Typed Name

Bidder's Signature

1-10-2020

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:

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

fun abounds

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 fun abounds, Inc.

ADDRESS 114 Venice St. Sugar Land, TX 77478

PHONE 855-226-8637

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) Nancy Santibanez

POSITION WITH COMPANY Office Manager

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID _____

COMPANY OFFICIAL (PRINTED NAME) Nancy Santibanez

OFFICIAL POSITION Office Manager

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 FEDRAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEB.ARMENT, 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 voluntary 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.

Nancy Santibanez
(Printed or typed Name of Signatory)

(Signature)

1-10-2020
(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 I – ACH Form

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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

City of Galveston

ACH Payment Agreement Form

CONFIDENTIAL

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 Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: Wells Fargo

Financial Institute Address: 2700 S. Price Rd. Chandler, AZ 85286

Routing Number: 111900659

Account Number: 1770087151

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: fun abounds, Inc.

Authorized Signature: _____

Printed Name: Leigh Walden Title: President

Contact Phone Number: 281-793-8002 Date: .

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Services

1. **Project Title: Bid 20-008 Menard Park – All Inclusive Playground.**

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**

   Project duration to final completion: 42 days.

   Project budget: $500,000.

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

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

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

   A. Pricing
   B. Bid Bond
   C. Required Documents – Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix E, Federal Requirements Clauses 1-12, and Acknowledgement of Addenda
   D. References
   E. Timeline/Project Schedule
   F. Statement of Bidders' Qualifications
   G. Financial Statements

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

Wage Rate Decision is included as part of the Special Conditions. See following pages.

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 # 20-008
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
13. Compliance with Davis-Bacon and Copeland Acts

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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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."

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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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.

Nancy Santibanez

(printed name of signatory)

1-10-2020

(signature and date)

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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, fun abounds, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 10 day of January, 2020

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Nancy Santibanez
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Office Manager
Title of Authorized Official

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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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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.

13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship

to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages

paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this

section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the

Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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	December 9, 2019
Pre-Bid Conference Date	December 18, 2019 @ 9:00 a.m. CST
Deadline for Submittal of Written Questions	January 3, 2020 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	January 13, 2020 @ 9:00 a.m. CST
Anticipated Committee Evaluation Review Date	January 2020
Anticipated Award Date	January 2020

7. Scope of Services - All Inclusive Playground – Menard Park

It is the intent of the City of Galveston to award a contract for the design and construction of an all-inclusive playground for Menard Park.

About the Park:
Location – Menard Park 2222 28th Street Galveston Texas 77550
Site Dimensions – 96'X140'
Age Groups – 5-12
Total User Capacity – 300+

Requirements for Site and Structures:
Coastal Package or similar, all stainless-steel fasteners
Playground surface – Pour-in-Place
Must be in compliance with ASTM F1487 and CPSC playground Safety Standards
Playground Components and Platforms - minimum 10-year Warranty
Swing seats and hangers – minimum 5-year warranty
Uprights, clamps, nuts, bolts washers – 100-year Warranty
Preferred/Minimum Playground Components:

- Slides – minimum 3ea.
- Sliding Pole – minimum 1ea.
- Climbers – minimum 6ea.
- Spinners – Minimum 2ea.
- Interactive panels – minimum 3ea.
- Swing set – three bay with minimum 2 belt seats and 2 toddler seats

Contractor Requirements:
Responsible for all permitting requirements and costs
Responsible for submittal of stamped engineered drawings
Architectural design and stamped engineered drawings due at Notice to Proceed date
Installation to be supervised at all times by a Certified Playground Safety Inspector
Vendor must submit schedule of completion
Project completion and billing deadline - March 20, 2020

Associated Costs:
Cost includes all site work, site excavation/preparation, removal of excess soil from footing holes, site security and installation
Cost to include freight, unloading and material storage
Cost valid for 45 days from date of proposal

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting Bonding amount included in this line item	$ $4,740.00	$ $4,740.00
2	1	Mobilization, Demobilization	$ $0	$ $0
3	1	Site Preparation	$ $9,400.00	$ $9,400.00
4	1	Upright Installation	$ $28,443.45	$ $28,443.45
5	1	Playground Platform and Components Installation	$ $224,578.30	$ $224,578.30
6	1	Playground Border and Surface Installation	$ $108,460.00	$ $108,460.00
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ $375,621.75	$ $375,621.75 *
Add Alternate	1	Stamped Engineered Drawings	$ $5,000.00	$ $5.000.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/20

Authorized Representative (signature): Title: President

*The pricing listed is for design -4. Please see Estimate #5403 for -3 pricing info.

MEMORANDUM

Grants & Housing Department / (409) 797-3820/ Fax (409) 291-4553

Date: December 4, 2019

To: Mario Rabago, Director Parks and Recreation Department

From: Shameka Union, Housing and Community Development Analyst

Subject: Wage Decision for Wright Cuney, Menard Park/McGuire Dent Rec. Center and San Jacinto Park Playground Equipment Project

Attached, please find Wage Decision number TX20190062+1 Modifications. This wage decision is applicable for the project referenced in the subject line. This wage decision will be applicable for the aforementioned project until it is either superseded or modified by HUD. Any supersedes decision or modification announced in the Federal Register ten (10) days prior to the bid opening will be applicable to the subject project and included by addendum.

Grants staff must verify the applicable wage decision for each project by contacting HUD's Labor Relations Office ten (10) days prior to the bid opening. Therefore, it is imperative that you apprise this office of the bid opening date. If the construction contract has not been awarded within ninety (90) days after bid opening, any modification announced prior to award of that contract will be applicable.

The project wage decision must be included into all bid documents or invitations for proposals and made a part of every subsequent contract and subcontract. The wage rates contained within this decision shall be the minimum wage rate to be paid to each laborer and mechanic participating on the project.

The Federal Labor Standards Provisions must also be included in all contracts, subcontracts, and lower-tier subcontracts. It is the prime contractor's responsibility to ensure the inclusion of the applicable wage decision and labor standards provisions in all subcontracts.

Once a contractor is selected, the City must hold a Preconstruction Conference with the principal contractor and all available subcontractors prior to the start of construction. During the meeting the contractor will be advised of his responsibilities and obligations under the Federal Labor Standards Provisions and with regards to the wage decision contained in the contract documents. A copy of the Preconstruction Conference minutes must be kept on file with the City.

Should you have any questions or require any additional information regarding the Davis-Bacon Act or the Federal Labor Standards provisions please contact my office at 797.3820

If you have any questions, please advise.

\su

Attachments

S:\Grants\SWP\SWP Memo\Wage Decision Wright Cuney - Menard Park - San Jacinto Playground Equipment 12-4-19.docx

City of Galveston

Department of Housing and Urban Development
Federal Contract Provisions
HUD - 4010

Contains Federal Labor Standards Provisions
Davis- Bacon Act Requirements
Contractors Work Hours and Safety Standards Act
Equal Employment Opportunity Requirements
Minority Business Participation
Executive Order 11246
Section 3 Provisions
Section 504 Provisions

FEDERAL LABOR STANDARDS PROVISIONS

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contact pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the united States of Housing Act of 1949 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such Payroll deductions as are permitted by regulation issues by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exit between the contractor and such laborers and mechanics. Contributions made or cost reasonably anticipated for bona fide fringe benefits under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers of mechanics, subject to the provisions of 29 CRF 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, expect as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CRF Part 5.5 (a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classification in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the are by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C., 20210. The Administrator, or and authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee, shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30-days of receipt and so advise HUD or its designee or will notify HUD or its designees within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(II)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contact from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contact for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wage of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligation under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designees 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 the contractor under this contact or any other Federal contract with the same prime contractor, or any other Federally-assisted contact subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanic, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full

amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designees may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United Stated Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rate of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis-Bacon Act),daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CRF 5.5 (a) (1) (iv) that the wages of any laborers or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in proving such benefits Contractors employing apprentices or trainees under approves programs shall maintain written evidence of the registration of apprenticeship program and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the application programs. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to

HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CRF Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

2. That each laborer or mechanic (including each helper apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CRF Part 3;

3. That each laborer or mechanic has been paid not less than the application wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contact.

(c) The weekly submission of a properly executived certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certification may subject the contractor to civil or criminal prosecution under Section 1001 of the Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, coping, or transcription by authorized representative of HUD or its designee or the Department of Labor, and shall permit such representative to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor sponsor, applicant or owner, take such action may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowed ratio of apprentice to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on this job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratio and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman

wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less then the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval to a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copland Act requirements. The contractor shall comply with the requirements of 29 CRF Part 3 which are incorporated by reference in this contract.

6. Subcontract. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may be appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CRF 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3 and 5 are herein incorporated by reference on this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in 29 CRF Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employee or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by
virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contact shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1) or to be awarded HUD contacts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code Section 1010, Title 18, U.S.C,; " Federal Housing Administration transactions", provides in part "Whoever, for purpose of ...influencing in any way the action of such Administration...makes, utters or publishes
any statement knowing the same to be false...shall be fined not more than $5,000.00 or imprisoned not more than two years, or both.

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or institution or caused to be institution any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 eight hours in any calendar day or 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 payroll for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid

wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory). for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract or any other Federal contract with the same prime contract, or any other Federal-assisted contract subjected to the Contractor Work Hours and Safety Standards Act, which is held by the same prime contractor such sum 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 subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontractor the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The Contractor shall comply with all regulations issued by the Secretary of labor pursuant to Title 29 Part 1926 and failure to comply may result in impositions of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

3. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

(1) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

(3) The Contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or workers' representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the discretion of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract if it is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontract has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Agencies or subcontractors, it successors and assigns to agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

13. Section 504 Affirmative Action for Handicapped Workers (If $2,500 or Over)

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise without discrimination based upon their physical or mental handicap in all employment practices such as the following; Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.

(5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Agreement Compliance Programs may direct to enforce such provisions, including action for noncompliance.

*** Amended by Revision and Inclusion:**

(1) Except with respect to helpers as defined in 29 CFR 5.2 (n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination:

(4)With respect to helpers as defined in 29 CFR 5.2 (n) (4), such a classification prevails in the area in which the work is performed:

(4) (iv) Helpers. Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in 5.5 (a) (1) (ii). The allowable ratio of helpers to journeyman employed by the contractor or subcontractor on the job site shall not be of greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each in each contractor's or in each subcontractor's own work employed on the job site). Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 CFR 5.2 (n) (4), shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeyman's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

U.S. Department of Housing and Urban Development

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name _____ Date _____

Location _____ Project No. _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a contractor) for _____ in connection with construction
(Specify "General Construction," "Plumbing," Roofing," etc.)

of the above-mentioned Project, and that (I) (we) appointed _____,

whose signature appears below, to supervise the payment of (my) (our) employees beginning

_____, 20___: That he is in a position to have full knowledge of the facts set

forth in the payroll documents and in the statement of compliance required by the so-called

Kick-Back Statute which he is to execute with (my) (our) full authority and approval until such

time as (I) (we) submit to the _____ a new
(Name of Local Authority)

certificate appointing some other person for the purposes herein above stated.

_____
(Identifying Signature of Appointee)

Attest (if required):

_____
(Name of Firm or Corporation)

_____
(Signature)

By: _____
(Signature)

_____
(Title)

_____
(Title)

Note: *This certificate must be executed by an authorized officer of a corporation or by a member of partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.*

PAYROLL DEDUCTION AUTHORIZATION

This is authorization to the _____

_____ to deduct from my paycheck

$ _____ *. This is for item number:

REPAYMENT OF

1.	Loan	7.	Credit Union
2.	Retirement	8.	Profit Sharing
3.	Advance on Wages	9.	Donations to Agencies
4.	Savings	10.	Insurance Premiums
5.	Savings Bonds	11.	Union Dues
6.	Uniforms		

* This deduction is to be made:

CHECK APPROPRIATE BOX

☐ One time only

☐ Weekly

☐ Bi-Weekly

☐ For _____ weeks

☐ _____

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

* If the amount changes each week according to hours worked, please show the process used to arrive at the reported figure.

Example: 1% of gross

DISK FORMS
FILE AUTHRZTN

U. S. Department of Labor
Employment Standards Administration
Wage and Hour Division

Payroll

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the information unless it displays a current valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No. 1215-0149 Expires 03/31/2003

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRAACT NO.

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) [illegible]	(3) WORK CERTIFIATION		(4) DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O																	
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instruction searching existing data sources gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding the estimates are any other aspects of this collection of information, including suggesting for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution, Avenue, N.W., Washington, D.C. 20210

Date_____

I,_____, _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the person employed by

_____ on the
(Contractor or Subcontractor)

_____, that during the payroll period commencing on the
(Building or Work)

_____day of_____, _____, and ending the_____, day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3(29 CRF Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Sat 967; 76 Stat. 357; 40 U.S.C 276 c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determined incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed:

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, united States Department of Labor, of if no such recognized agency exists in a Sate, are registered with the Bureau of Apprentices and Training, United States Department of Labor

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rate paid to each labor or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 (c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFULFALSIFICAITON OF ANY ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

*U.S. G.P.O. 1997-519-061

WAGE SCALE /PAYROLLS

General

This project is receiving assistance in part or totally from federal (CDBG, HOME, FTA, ect.) funds. Federal Labor Standards Provisions require that any government subdivision shall ascertain the prevailing wage rate for the locality on which the work is to performed.

The Contractor and subcontractor are required to keep an accurate record of the names and occupations of all persons employed by him and to show the actual per diem wages paid to each worker. These records must be open to the inspection of the City.

Payrolls

The Contractor will submit weekly a copy of all payrolls to the City. The copy shall be accompanied by a statement signed by the employer or agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and the classification set forth for each laborer or mechanic conforms with the work performed.

Prevailing Wage Rates

The following rates are prevailing wages for Galveston County to be paid to these laborers and mechanics/air tool men, asphalt shovelers, etc. employed by contractors and/or subcontractors on construction work. The rates have been determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C.327-223) applicable to overtime compensation.

WAGE DECISION : TX20190062+1 Modifications

****This wage decision is subject to change prior to the Bid Opening. This office must be notified at least 10 days prior to bid opening in order that the most recent wage decision can be verified.****

"General Decision Number: TX20190062 10/04/2019

Superseded General Decision Number: TX20180094

State: Texas

Construction Type: Heavy

County: Galveston County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines
(Does Not Include Flood Control)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	10/04/2019

* SFTX0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 29.53	21.27

SUTX2005-021 08/05/2005

HEAVY Including Water and Sewer Lines (Excluding Flood Control)

	Rates	Fringes
Carpenter	$ 14.38	
Cement mason/concrete finisher	$ 11.37	1.13
Electrician	$ 18.40	1.34
FORM BUILDER/FORM SETTER	$ 13.35	1.17
IRONWORKER, REINFORCING	$ 11.29	
Laborers:		
Common	$ 10.70	
Landscape	$ 7.35	
Mason Tender Cement	$ 9.96	
Pipelayer	$ 10.07	
PIPEFITTER	$ 17.00	0.04
Power equipment operators:		
Excavator	$ 16.74	

```
      Backhoe.....................$ 13.25

      Bulldozer...................$ 14.00

      Crane.......................$ 14.91          0.58

      Front End Loader............$ 11.75          0.92

      Grader......................$ 12.20          1.48

      Tractor.....................$ 12.38          1.51

TRUCK DRIVER......................$ 12.28          0.98
-------------------------------------------------------------
```

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Date: December 10, 2019

To: Prospective Bidders

Subject: Addendum No. 1
Bid Closing Date

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Bid Closing Date: 9:00 A.M.(CST), Monday, January 13, 2019

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature

1-10-2020
Date

Nancy Santibanez
Printed Name

fun abounds, Inc.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

Date: December 12, 2019

To: Prospective Bidders

Subject: Addendum No. 2
Bid Closing Date

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Bid Closing Date: 9:00 A.M.(CST), Monday, January 13, 2020

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	1-10-2020 **Date**
Nancy Santibanez **Printed Name**	fun abounds, Inc. **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

Date: December 19, 2019

To: Prospective Bidders

Subject: Addendum No. 3
Additional Information and Site Overhead View

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Requirements to Site and Structure:

Coastal Package or similar, all stainless-steel fasteners, or hot dip zinc

Contractor Requirements:

Architectural design is removed from the requirements.

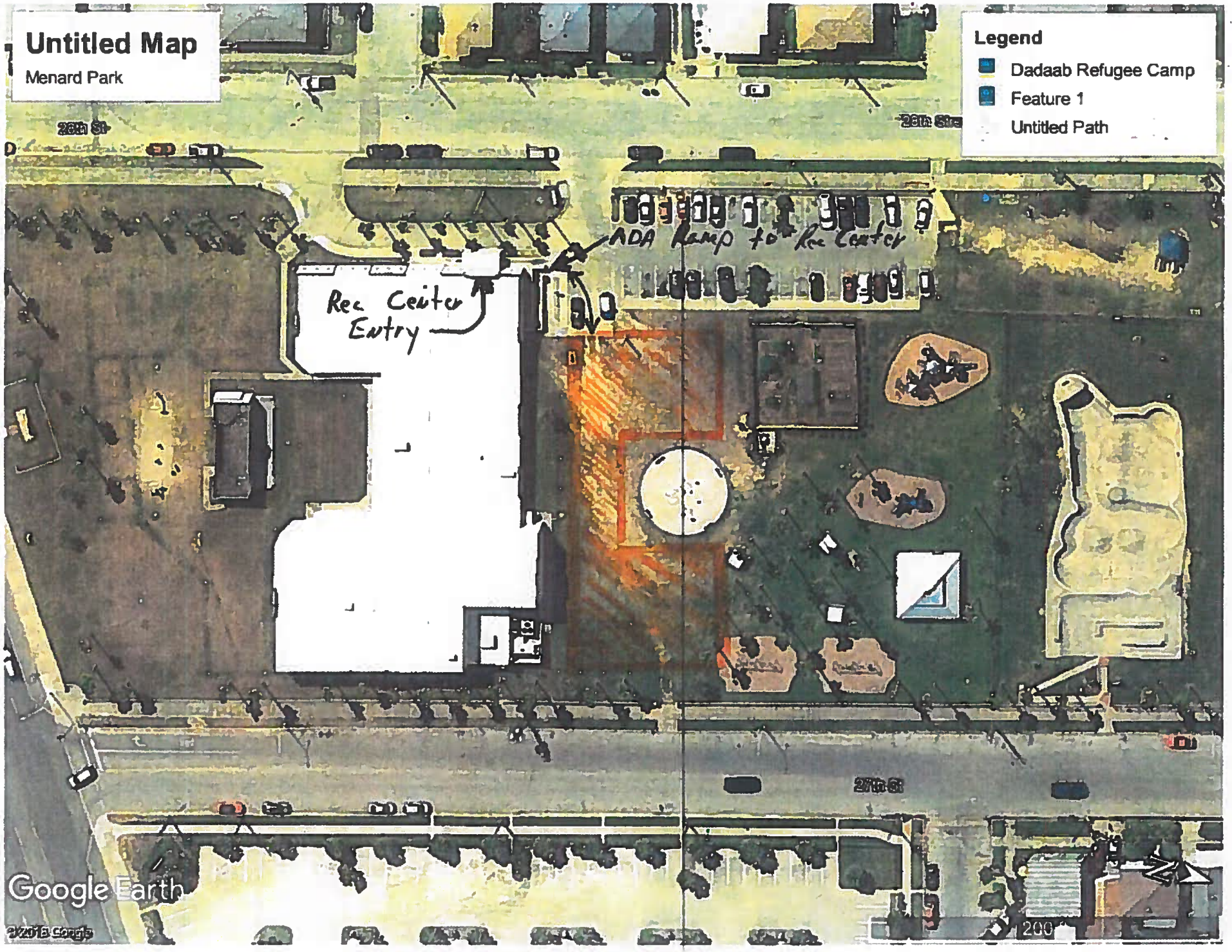
Stamped Engineered drawings is now add alternate on the pricing form. This is only if required by the City's Engineering Department.

Site Overhead View is on the following page.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	1-10-2020 **Date**
Nancy Santibanez **Printed Name**	fun abounds, Inc. **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID


Untitled Map
Menard Park
Legend
Dadaab Refugee Camp
Feature 1
Untitled Path
26th St
26th St
ADA Ramp to Rec Center
Rec Center Entry
27th St
Google Earth
200

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting Bonding amount included in this line item	$ $4,740.00	$ $4,740.00
2	1	Mobilization, Demobilization	$ $0	$ $0
3	1	Site Preparation	$ $9,400.00	$ $9,400.00
4	1	Upright Installation	$ $28,443.45	$ $28,443.45
5	1	Playground Platform and Components Installation	$ $224,578.30	$ $224,578.30
6	1	Playground Border and Surface Installation	$ $108,460.00	$ $108,460.00
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ $375,621.75	$ $375,621.75 *
Add Alternate	1	Stamped Engineered Drawings	$ $5,000.00	$ $5.000.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/20

Authorized Representative (signature): Title: President

*The pricing listed is for design -4. Please see Estimate #5403 for -3 pricing info.

Date: January 6, 2020

To: Prospective Bidders

Subject: Addendum No. 4
Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions & Answers:

Liquidated damages of $250.00 a day. Is that correct? Yes

Permitting ESD-Would you like us to quote these items and will the city pay for the permitting and Engineered Stamped Drawings? The City will waive all City of Galveston permitting fees. Engineered Stamped Drawings will be paid by the vendor/contractor.

3 and ½% slope on playground area PIP area. Will the city grade the Menard Park area or will we need to grade and or retaining wall? The vendor/contractor will be responsible for all site work, including dirt work and grading. Does this need to be included in the bid? Yes

Is there a survey for utilities and GIS info for topography? No

If we do not have all of the elements for the required playground pieces, can we submit like or equal play pieces? Example, talk tube? Yes

It appears there may be a sewer clean out or some other type of utility line running through the potential playground area. Are you guys aware of the line and is that something that will be relocated? The lines are part of a drain field system. There are no plans to relocate the system.

Is there a reason that hot dipped zinc hardware is required instead of stainless steel on play structure? Addendum #3 (Dec. 19, 2019) states that stainless steel or hot dip galvanized will be allowed

The playground surface, is that going to be completed by the city? All site prep/dirt work is to be completed by the vendor/contractor.

If not, the bid requires surface engineered wood fiber. Is there a preferred vendor for this material? The surface type for the Menard Park project is Pour-in–Place.

Is city doing border around play surface? No. The vendor/contractor is responsible for all fall zone materials.

Is the certified playground inspector provided by the city? No. The vendor/contractor is responsible for keeping a Certified Playground Safety
Inspector at the project site at all times to insure the project is in compliance with industry safety standards.

The bid docs list under minimum requirements a 3 bay swing with 2 belt and 2 tot. What are you requiring for the other bay of swings? The minimum requirement for the Menard park playground is 3 bay with minimum 2 belt and 2 toddler. Requirements for the other playgrounds are listed in the bid documents for those specific playgrounds.

The bid is titled "All Inclusive Playground" but no where in the bid is any "inclusive" equipment required. Is the City looking for this to be a ramped structure or is the PIP what the City is requiring to make this "All Inclusive"? The bid request states the playground surface is to be Pour-in-Place. As per the bid title and our pre-bid meeting, the playground at Menard Park will be geared towards all-inclusive use and have equipment that meets that goal.

The bid lists out as a minimum requirement a "sliding pole". Is it the City's goal to have a 5-12 and 2-5 structure? If so, are the minimum requirements applied to each structure or as a whole? Ie: 6ea climbers The age group for the Menard Park All-inclusive playground is 5-12yrs. old. The minimum sliding pole for the Menard playground is 1ea.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	1-10-2020 **Date**
Nancy Santibanez **Printed Name**	fun abounds, Inc. **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

creating playground memories filled with fun

References

Darren McCarthy
City of Rosenberg Parks Department
3720 Airport Avenue Rosenberg, TX 77471

832.595.3960
Playgrounds

Phil Martin
Mike Stone and Associates
Professional Project Management
19875 Southwest Freeway, Suite 270
Richmond, TX 77406

281.343.0712
Sales and installations including water features, play features and surfacing

Susan White
Assistant Director, PARD
City of West University Place
6104 Auden Street
West University Place, TX 77005

713.662.5367
Playgrounds

130 Venice Sugar Land, TX. 77478 281-793-8002 Fax 281-265-0043
lwalden@fabplaygrounds.com

fun abounds SM

creating playground memories filled with fun™

Timeline

From date of Order to Completion

6 weeks of manufacturing time and delivery of goods

2 weeks for installation

Total project duration 42 days.

*will agree to these terms weather permitting

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 1-10-2020
Bidder (Legal Name of Firm): fun abounds, Inc.
Date Organized:
Name of Owner(s): Leigh Walden
Address : 114 Venice St.

: Sugar Land, TX 77478
Date Incorporated 05-06-2013
Federal ID Number: 36-4766562
Number of Years in contracting business under present name All
List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount $	Completion Date
See attached WIP		

Type of work performed by your company: Playground, Site Amenities, Surfacing, Installation to new or existing areas.

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
7

Have you ever failed to complete any work awarded to you? Yes (No)
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes (No)
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes (No)

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
See attached lists		

Major equipment available for **this** contract: all available inhouse

Are you in compliance with all applicable EEO requirements? (Yes) No
(If no, please attach summary of details on a separate sheet.))

Are you a Section 3 business? (see below) ☐ Yes ☒ No
Section 3 Business Concerns:
a) Businesses that are 51 percent or more owned by Section 3 residents;

b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

Bank References
Address: 2700 S. Price Rd. Contact Name: Odasha Dennis
City & State: Chandler, AZ Zip: 85286 Phone Number: 480-724-2754
Credit available: $ 725,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 10 day of January, 2020.

Nancy Santibanez
Signature

Nancy Santibanez, Office Manager
Printed Name and Title

fun abounds, Inc.
Company Name

Notary Statement:
Nancy Santibanez, being duly sworn, says that he/she is the office manager Position/Title of fun abounds (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of Fort Bend in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 10th day of January, 2020.

Notary Public
Signature
Giselle Ozuna
Printed Name
My Commission Expires: 05/20/2020

GISELLE OZUNA
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 5/20/2020
NOTARY ID 13066915-0

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

creating playground memories filled with fun

Projects - (Short list of large projects over the years)

2009 -	Blue Ridge West MUD - 1st project	- $185,430
2010 -	City of Pasadena	- $697,080
2011 -	Silverlakes HOA	- $360,000
2012 -	Skeeters/Constellation Field	-$525,000
2013 -	Woodlands	-$280,000 (equipment only)
	Kids R Kids	-$185,000
2014 -	FB MUD #124	-$389.000
2015 -	City of Victoria	-$237,594
	Lil Rascals	-$193,000
	South San Antonio ISD	-$422,764
2016-	City of Victoria	-$735,384
	City of Houston	-$161,000
	South San Antonio ISD	-$159,780
	Round Rock ISD	-$891,245
2017-	City of Liberty	-$305,275
	City of Victoria	-$186,722
	Spring Creek Oaks	-$141,824
	SCS Management	-$176,569
	South San Antonio ISD	-$216,830
	InfoMark	-$227,873
2018-	City of Galveston	-$216,865
	City of Houston - multiple	-$150,000
	The Learning Experience	-$139,294
2019-	City of Victoria	-$500,000
	Beren Academy	-$730,000
	Idea ISD	-$560,000
	BJ's Park and Rec	-$360,000
	Northshore Park	-$350,000

We are a 7+million dollar company and have multiple other projects with an equipment value of $50-$175,000. We have consistently sold over 1 million in playground equipment since signing on with Burke in 2014. We have planned several acre + parks from scratch that include soccer, baseball, pavilions, restrooms, walking paths, and playgrounds.

114 Venice St., Sugar Land, TX. 77478 855-abounds Fax 281-265-0043
info@fabplaygrounds.com

Project	Amount
Red Elementary	$65,000.00
Bridgeland	$133,714.00
Cedar Park	$133,714.00
Skeeter's Stadium	$15,000.00
City of Houston - Discovery Green	$6,000.00
First Colony Community Assoc.	
Austin Colony	$75,000.00
Lakefield	$180,000.00
Cedar Bayou	$35,000.00
Pecan Lakes	$6,000.00
Willow Creek	$15,000.00
Signorelli	$16,650.00
City of Nederland	$12,143.00
Ricardo ISD	$22,365.00
City of Bay City	$20,605.00
River Ranch	$33,517.00
City of Galveston - Lindale Park	$65,498.00
	$835,206.00 Total WIP

www.fabplaygrounds.com
114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

CONFIDENTIAL

06/11/19
Accrual Basis

fun abounds
Balance Sheet
As of December 31, 2018

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	
Iberia Bank 9067	8,054.15
THIRD COAST 6605	7,651.45
WF 1228 SAVINGS	4,617.21
WF 7151 CHECKING	83,208.48
Total Checking/Savings	103,531.29
Accounts Receivable	
ACCOUNTS RECEIVABLE	2,016,872.68
Total Accounts Receivable	2,016,872.68
Other Current Assets	
DUE FROM 114 VENICE HOLDINGS	86,156.50
Total Other Current Assets	86,156.50
Total Current Assets	2,206,560.47
Fixed Assets	
ACCUMULATED DEPRECIATION	-10,340.63
FURNITURE & EQUIPMENT ASSETS	10,340.63
Total Fixed Assets	0.00
TOTAL ASSETS	**2,206,560.47**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
ACCOUNTS PAYABLE	1,271,071.00
Total Accounts Payable	1,271,071.00
Credit Cards	
CHASE AMAZON CC 9034	116.02
HILTON HONORS AMEX CC 5-61008	154.09
SOUTHWEST CC 7363	21,921.50
WF CC 3046	2,215.93
Total Credit Cards	24,407.54
Other Current Liabilities	
PAYROLL LIABILITIES	-9.89
SALES TAX PAYABLE	53,592.68
Total Other Current Liabilities	53,582.79
Total Current Liabilities	1,349,061.33
Long Term Liabilities	
THIRD COAST LOC 61770	89,975.92
Total Long Term Liabilities	89,975.92
Total Liabilities	1,439,037.25
Equity	
ADDITIONAL PAID IN CAPITAL	527.00
COMMON STOCK	1,000.00
OWNERS DRAW	-287,484.66
OWNERS EQUITY	140,052.76
Net Income	913,428.12
Total Equity	767,523.22
TOTAL LIABILITIES & EQUITY	**2,206,560.47**

CONFIDENTIAL

06/11/19
Accrual Basis

fun abounds
Profit & Loss
January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
AWARD BONUS INCOME	2,000.00
COMMISSION INCOME	8,280.62
FREIGHT INCOME	384,649.46
INSTALLATION INCOME	1,430,521.45
REIMBURSEMENT INCOME	65,109.43
SALES INCOME	5,948,419.29
Total Income	7,838,980.25
Cost of Goods Sold	
COST OF GOODS SOLD	4,474,534.77
FREIGHT COGS	317,019.83
INSTALLATION LABOR INCOME	1,216,791.81
Total COGS	6,008,346.41
Gross Profit	1,830,633.84
Expense	
1099-MISC	76,400.00
ADVERTISING & PROMOTION	48,136.48
AUTOMOBILE EXPENSES	14,689.07
BANK CHARGES	6,364.81
BIDDING FEE	70.00
BOND EXPENSES	16,475.00
CHARITABLE CONTRIBUTIONS	1,204.64
COMMISSIONS EXPENSES	236,654.17
Credit Card Processing	-142.58
DEPRECIATION EXPENSES	2,337.11
DUES & MEMBERSHIP EXPENSES	30,886.98
GIFTS GIVEN	6,720.90
INSURANCE EXPENSES	16,437.65
LOAN EXPENSES	7,464.65
MEALS & ENTERTAINMENT	10,586.01
MISCELLANEOUS EXPENSES	44.60
OFFICE EXPENSES	113,571.61
PAYROLL EXPENSES	151,814.86
PERMIT EXPENSES	150.00
POSTAGE & DELIVERY EXPENSES	4,407.47
PROFESSIONAL EXPENSES	52,059.73
STORAGE EXPENSES	3,705.00
SUSPENSE	34,106.64
TAXES	6,507.07
TOOLS & EQUIPMENT EXPENSES	553.00
TRADE SHOW EXPENSES	50,167.90
TRAVEL EXPENSES	21,907.46
UNIFORMS	751.62
UTILITIES	3,185.89
Total Expense	917,217.74
Net Ordinary Income	913,416.10

CONFIDENTIAL

06/11/19
Accrual Basis

fun abounds
Profit & Loss
January through December 2018

	Jan - Dec 18
Other Income/Expense	
Other Income	
INTEREST INCOME	1.04
TIMELY FILING CREDIT	10.98
Total Other Income	12.02
Net Other Income	12.02
Net Income	**913,428.12**

fun abounds
creating playground memories filled with fun

Thank you for allowing us
to present this proposal to you.

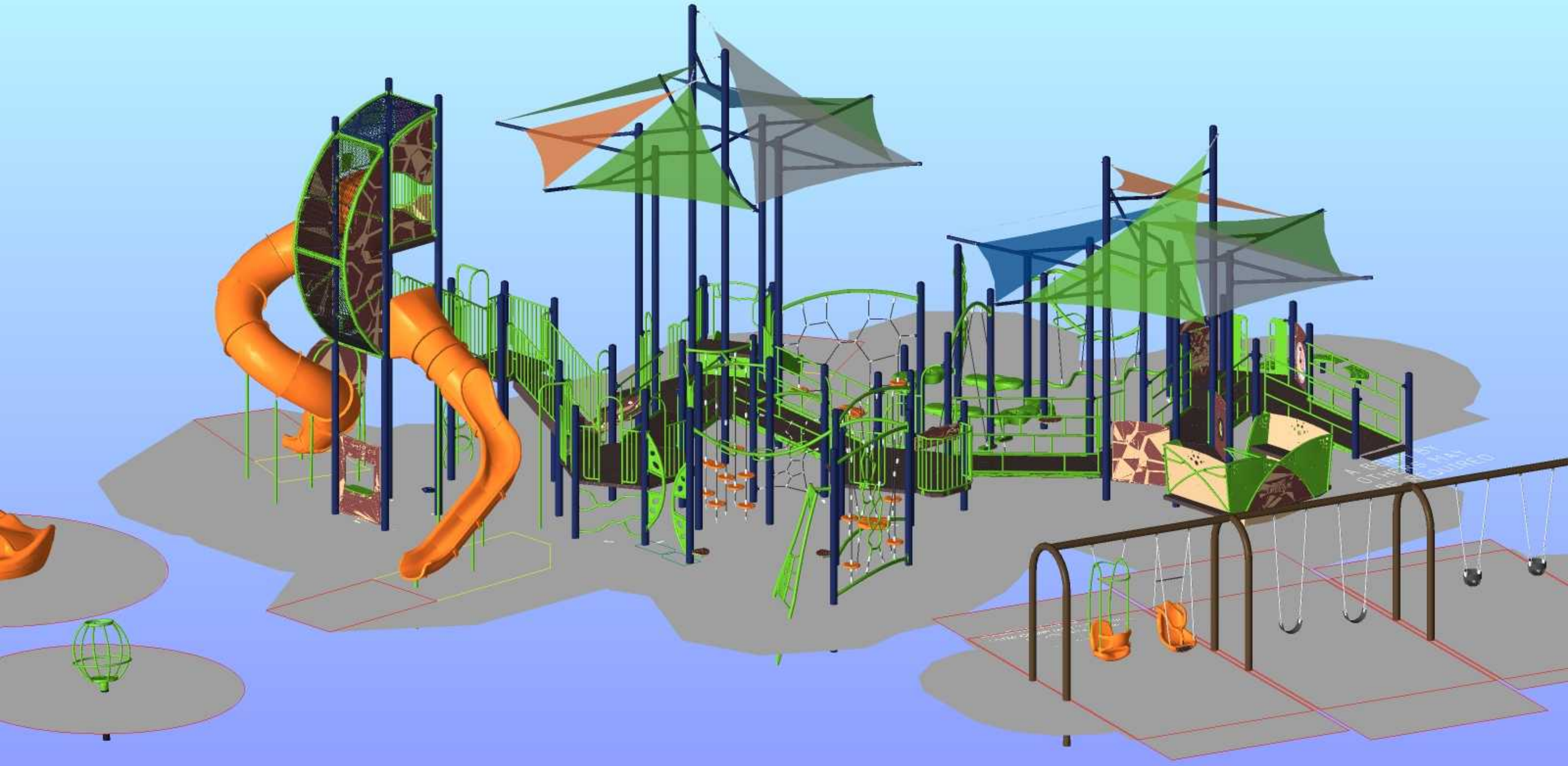
We would love the opportunity to

"create playground memories filled with fun"

for

City of Galveston
Menard Park-All Inclusive Playground
Bid:20-008

114 Venice St, Sugar Land, TX 77478
281-793-8002 / Fax 281-265-0043
lwalden@fabplaygrounds.com
www.fabplaygrounds.com



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 28TH Street Galveston Texas 77550
409-797-3700

January 13, 2020

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

From: Mario Rabago, Director of Parks and Recreation

RE: Consider for Approval the Bid from Fun Abounds for Bid Reference Number 20-009 Wright Cuney Park Playground. Authorizing the City Manager to Execute all Necessary Documents upon Final Approval by the City Attorney.

I. <u>Background</u>

A. In June 2019 City Council approved the reallocation of Community Development Block (CDBG) funds (Program Years 2011-2018) for improvements to the Parks and Recreation Departments recreation centers and parks that are located in low-moderate income neighborhoods.

B. Wright Cuney Park 718 41st Street is located in a low-moderate income neighborhood and is eligible for CDBG funding.

C. Wright Cuney Park existing amenities include a newer traditional playground for 5-12 year olds, an older playground for 2-5 year olds, basketball court and splash pad. Wright Cuney also has a recreation center.

D. The playground for 2-5 year olds is older and showing signs of nearing the end of its projected life expectancy.

E. Replacement of the older playground at Wright Cuney Park was identified as an amenity that will fulfill a need and benefit the community.

F. On December 9, 2019 Bid #20-009 was advertised for the installation of a Wright Cuney Park Playground "coastal package" equipped to replace the older playground for 2-5 year olds.

G. City staff opened the bids on January 13, 2020.

H. Bid amounts were;

- **Fun Abounds** - $38,329.16, Add Alternate Engineering $3,500 = **$41,829.16**
- **Playwell** - $43,089.17, Add alternate Engineering $2,100 = **$45,189.17**
- **Kraftsman** - $60,730, Add Alternate Engineering $910.10 = **$61,640.10**
- **Immaculate** - $61,353.00, Add Alternate Engineering $2,170 = **$63,523**
- **Miracle** - $61,592.86, Add Alternate Engineering $ 2,500 = **$64,092.86**
- **Kompan** - $64,996.91, Add Alternate Engineering $1,000 = **$65,996.91**

2222 28TH Street Galveston Texas 77550
409-797-3700

II. Current Situation

A. Staff evaluated the bids and determined that Fun Abounds is the lowest, responsible, responsive bidder.
B. Staff is recommending City Council to approve the bid from Fun Abounds to install a new Playground at Wright Cuney Park in the amount of $41,829.16
C. The project includes but is not limited to site work and installation of a New Playground.
D. The project will be funded with CDBG funds and will be in compliance with all HUD, CDBG and City of Galveston regulations.
E. The completion date for the project is scheduled for March 20, 2020.

III. Alternatives in order of priority

A. Accept the bid from Fun Abounds to install a new playground at Wright Cuney Park in the amount of $41,829.16 and a Contingency of $4,182.92 for a **Total of $46,012.08.**
B. Do not accept the bid from Fun Abounds to install a new Playground at Wright Cuney Park.

IV. Recommendation

Concur with alternative A. and accept the bid from Fun Abounds for the installation of a new playground at Wright Cuney Park in the amount of $41,829.16 and a Contingency of $4,182.92 for a **Total of $46,012.08.**

V. Fiscal Impact Report

Requested by:	Mario Rabago Director of Parks and Recreation
Funding Source:	Community Development Block Grant $46,012.08 (Banner code 1444-915325)
Construction Costs	$41,829.16
Contingency Allowance	$4,182.92
Total Cost	**Not to Exceed $46,012.08**

Respectfully Submitted,

Mario Rabago
Director of Parks and Recreation

Accepted,

Brian Maxwell
City Manager

CONTRACT FOR CONSTRUCTION SERVICES
WRIGHT CUNEY PARK PLAYGROUND

This Contract (the "Contract") is made and entered into this _____ day of January, 2020, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **fun abounds, Inc.,** a Company, located at **114 Venice Street, Sugar Land, Texas 77478**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with playground installation within the City of Galveston ("City") and fun abounds, Inc. ("Company") desires to provide such services; and

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

Wright Cuney Park Playground

Bid # 20-009

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

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work**"**) to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: Due to the nature and extent of the Project, the Work is expected to be completed on, or before March 20, 2020, unless sooner terminated under the terms set forth herein. Company is required to notify the City of Galveston, as soon as it is known to the Company, if work will exceed the deadline.

6. LIQUIDATED DAMAGES: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of $250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

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

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

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

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

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

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

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

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

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

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

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

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

(a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or

(b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

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

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

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

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

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

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

13. BONDS: Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds $100,000.00 for a performance bond and $50,000.00 for a payment bond. If the contract price does not exceed $100,000.00 or $50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. COMPENSATION: The City shall compensate Company for the Work at the agreed upon ***not-to-exceed amount of Forty-one Thousand, Eight Hundred Twenty-nine Dollars and sixteen cents.* (**$41,829.16**)**. 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 114 Venice Street, Sugar Land, Texas 77478. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance:

a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
   $2,000,000 general liability (includes products and personal, etc.)
   $1,000,000 fire damage
   $1,000,000 automobile damage
   $500,000 workers compensation employers' liability
   Statutory limits for workers compensation
   Insurance coverage shall be on an "**occurrence basis**"

17. TERMINATION: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In addition, the City shall have as its option the ability to terminate this agreement for any reason, upon giving ten (10) days' notice of such cancellation. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

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

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage,**

liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

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

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

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

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

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

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

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

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

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

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

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Wright Cuney Park Playground within the City of Galveston, Texas in Exhibit A constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

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

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

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

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

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

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

fun abounds, Inc.
114 Venice Street
Sugar Land, Texas 77478

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

CITY OF GALVESTON, TEXAS

By: _____
Brian Maxwell, City Manager

fun abounds, Inc.

By: _____
Leigh Walden, President

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
City Attorney

BY EXECUTION OF THIS AGREEMENT, fun abounds, Inc. ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
_____ COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared **_____of fun abounds, Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

_____
Notary Public in and for
The State of Texas

EXHIBIT A

fun abounds

creating playground memories filled with fun

A Presentation For...

CITY OF GALVESTON
1839
TEXAS

City of Galveston
Bid Reference Number: 20-009
Wright Cuney Park Playground

Contact: Lindsay Bowerman

2

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting	$ 1,555.00	$ 1,555.00
2	1	Mobilization, Demobilization	$	$
3	1	Site Preparation	$	$
4	1	Upright Installation	$ 6,448.16	$ 6,448.16
5	1	Playground Platform and Components Installation	$ 30,326.00	$ 30,326.00
6	1	Playground Border and Surface Installation	$	$
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ 38,329.16	$ 38,329.16
Add Alternate	1	Stamped Engineered Drawings	$ 3,500.00	$ 3,500.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/2020

Authorized Representative (signature): _____ Title: President

creating playground memories filled with fun

fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
1/3/2020	5399

Lindsay Bowerman
Business Development Manager
lindsay@fabplaygrounds.com
832-808-1537

We are pleased to provide this estimate for

City of Galveston
Wright Cuney Playground

Ship to:

Rep	Terms	Project
LB	Net 30	Wright Cuney Park

Item	Description	Qty	Rate	Total
Burke	BCI Burke Custom Playground See drawing 125-125985-1		26,462.00	26,462.00
Installation	Installation of above equipment		6,615.50	6,615.50
Freight	Freight		2,991.18	2,991.18
Coastal Package	Coastal Package		705.48	705.48
Bonds	Payment Bond		1,555.00	1,555.00
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 60 days.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	
Sales Tax.	
Total	

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

We are proud of a job well done and may spotlight your project on our website or FaceBook. If we do not have your permission to do so, please notify us. Thank you!

3

creating playground memories filled with fun

fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
1/3/2020	5399

Lindsay Bowerman
Business Development Manager
lindsay@fabplaygrounds.com
832-808-1537

We are pleased to provide this estimate for

City of Galveston
Wright Cuney Playground

Ship to:

Rep	Terms	Project
LB	Net 30	Wright Cuney Park

Item	Description	Qty	Rate	Total
Nondisclosed underground	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3% service fee.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	$38,329.16
Sales Tax.	$0.00
Total	$38,329.16

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature _____

We are proud of a job well done and may spotlight your project on our website or FaceBook. If we do not have your permission to do so, please notify us. Thank you!

4

BID BOND

THE STATE OF TEXAS

SURETY'S NO. 364578

KNOWN ALL MEN BY THESE PRESENT, THAT Fun Abounds, Inc.

of the City of

Sugar Land, County of Fort Bend, and State of Texas

as Principal, and Merchants Bonding Company (Mutual), as Surety,

Are held and firmly bound unto the City of Galveston, Texas, a home rule municipal corporation of Galveston County, Texas, as Obligee, in the amount of:

Thirty seven thousand two hundred forty two dollars and 11/100

(written amount); ($ 37,242.11),

DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid to enter into a certain written contract with the Obligee for:

LEGAS DR. BULKHEAD

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall faithfully enter into such written contract, then this bid bond shall be void; otherwise this bid bond shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Galveston County, State of Texas.

IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This 9th **day of** January **2019.** 2020

Fun Abounds	Merchants Bonding Company (Mutual)
Principal	**Surety**
By	**By**
Address 114 Venice Street	**Address** PO Box 14498
Sugar Land, Texas 77478	Des Moines, Iowa 50306-3498

APPROVED AS TO FORM:

Office of the City Attorney

NOTE: Attach Power of Attorney

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

Bond No.: 364578

KNOW ALL MEN BY THESE PRESENTS, that we Fun Abounds, Inc.

114 Venice Street, Sugar Land, TX 77478
as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, Iowa 50306-3498

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Galveston

PO Box 779, Galveston, TX 77553
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars ($ 5 %),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Install playground equipment at Wright Cuney Park

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of January 2020 XXX

Fun Abounds, Inc.

Lindsey Bonera
(Witness)

(Principal) (Seal)
President
Leigh Walden (Title)

Debbie Buckner
(Witness)

Merchants Bonding Company (Mutual)
(Surety) (Seal)
(Title)
William E Hodgkins Attorney-in-Fact

AIA DOCUMENT A310•BID BOND•AIA®•FEBRUARY 1970 ED.•THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON D.C. 20006

Bond #: 364578

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

William E Hodgkins

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of January, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 9th day of January, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of January, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (3/17)

City of Galveston

INVITATION TO BID

Bid Reference Number: 20-009

Project Title: Wright Cuney Park Playground

Bid Closing Date: 10:00 A.M.(CST), Monday, January 11, 2019

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

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

TABLE OF CONTENTS

Table of Contents ..... Pages 1 & 2

Invitation to Bid
(1) Introduction ..... Page 3
(2) Contact Information ..... Page 4
(3) General Information ..... Page 4
(4) ITB Withdrawals and / or Amendments ..... Page 4
(5) Estimated Quantities ..... Page 4
(6) Bid Submittal Requirements ..... Page 4
(7) Bid Evaluation and Contract Award ..... Page 6
(8) Declaration of Policy ..... Page 8

Appendix A – Bid
(-) Label Format for Submittal Packet's Sealed Envelope ..... Page 10

I. Required Bid Information:
(1) Proposed Products and / or Services ..... Page 11
(2) Cost of Proposed Products and Services ..... Page 11
(3) Bidder's Experience / Staff ..... Page 11
(4) References ..... Page 12
(5) Trade Secrets and / or Confidential Information ..... Page 13
(6) Federal, State and / or Local Identification Information ..... Page 13
(7) Cooperative Governmental Purchasing Notice ..... Page 13
(8) Term of Contract and Option to Extend ..... Page 13
(9) Emergency Business Services Contact Notice ..... Page 14

II. Contract Terms and Conditions:
(1) Delivery of Products and Services ..... Page 14
(2) Miscellaneous ..... Page 16
(3) Financial Responsibility Provisions ..... Page 18

Appendix B – Conflict of Interest Form ..... Page 20
Appendix C – House Bill 89 Verification Form ..... Page 22
Appendix D – Property Tax Statement ..... Page 23
Appendix E – Nepotism Statement ..... Page 24
Appendix F – Non-Collusion Statement ..... Page 25
Appendix G – Document 000435 ..... Page 26
Appendix H – No Intent to Submit Form ..... Page 27
Appendix I – ACH Form (this form is optional) ..... Page 28 & 29

Appendix J – Scope of Services

(1) Project Title ..... Page 30
(2) Scope of Services Contact ..... Page 30
(3) Special Conditions ..... Page 30
(4) Bid Evaluation Factors ..... Page 51
(5) Brand Manufacture Reference ..... Page 51
(6) Key Events Schedule ..... Page 51
(7) Scope of Services & Pricing Form ..... Page 52

Galveston, Texas
Invitation to Bid

1. Introduction

A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

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

Email Address: purchasing@galvestontx.gov

3. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

4. ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.

B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

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

6. Bid Submittal Requirements

A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 10 (ten) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 20-009 Wright Cuney Playground**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

   i. the purchase price;

   ii. the reputation of the bidder's goods or services;

   iii. the quality of the bidder's goods or services;

   iv. the extent to which the goods or services meet the municipality's needs;

   v. the bidder's past relationship with the municipality;

   vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;

   vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and

   viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

   i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
      a. Name, address and telephone number of the protestor.
      b. Identification of the solicitation or contract number and time.
      c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
      d. Identification of the issue (s) to be resolved and statement of what relief is requested.
      e. Arguments and authorities in support of the protest.
      f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
   ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

ii) The successful bidder violates any of the provisions of these specifications; or

iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or

iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

N. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

C. Additionally, The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

C. Additionally, The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

✓ Appendix A (pages _9_ through _18_) must be included in the bid submittal.

✓ Appendix B – G (pages_20_ through _26_) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☑ Appendix B – Conflict of Interest
- ☑ Appendix C – House Bill 89 Verification
- ☑ Appendix D – Property Tax Statement
- ☑ Appendix E – Nepotism Statement
- ☑ Appendix F – Non-Collusion Statement
- ☑ Appendix G – Certification Regarding Debarment

Appendix J (pages_28_ through _53_) 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:	**20-009**
Project Title:	**Wright Cuney Park Playground**
Submittal Deadline:	**Monday, January 13, 2019 @ 10:00 a.m. CST**

Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553

Bidder Information:

Bidder's Legal Name:	fun abounds, Inc.		
Address:	114 Venice St.		
City, State & Zip	Sugar Land, TX 77478		
Federal Employers Identification Number #	36-4766562		
Phone Number:	832-808-1537	**Fax Number:**	
E-Mail Address:	lindsay@fabplaygrounds.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Leigh Walder President and/or Nancy Santibanez, Office Manager

Signature of Authorized Representative: Nancy Santibanez Jr

Signed this 10 (day) of January (month), 2020 (year)

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
		See addendum pricing sheet	$	$
			$	$
			$	$
		TOTAL ALL LINE ITEMS	$	$

3. Bidder's Experience / Staff

A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 15 ; and the number of employees: 7 .

D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: City of Victoria	
Contact Name: Danielle Williams	Contact Title: Assistant Director
Phone: 361-485-3200	Email: dwilliams@victoriatx.org
Date and Scope of Services Provided: Playgrounds,installs and demos, new and rebuilds over the past 10 years.	

Reference #2:

Client / Company Name: City of Rosenberg	
Contact Name: Darren McCarthy	Contact Title: Director of Parks and Recreation
Phone: 832-595-3960	Email: darren.mccarthy@rosenbergtx.gov
Date and Scope of Services Provided: Sales and playgrounds, site amenities,installation over past 10 years.	

Reference #3:

Client / Company Name: City of West University	
Contact Name: Susan White	Contact Title: Assistant Director
Phone: 713-662-5367	Email: SWhite@westutx.gov
Date and Scope of Services Provided: Playgrounds, surfacing, site amenities,and installation over the past 10 years.	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid X (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: 1364766562200/496631.

B. Prime contractor HUB / MWBE registration number: 1364766562200/ 496631.

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): 08-101-1433.

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.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[x] Yes, Others can purchase **[ ] No, Only the City can purchase.**

8. **Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective until work has been completed to the satisfaction of 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: This section left intentionally blank.

B. Escalation Clause: This section left intentionally blank.

C. Price Increases Upon Extension: This section left intentionally blank.

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: fun abounds, Inc.

Contract #: 20-009 Wright Cuney Park Playground

Description: Wright Cuney Park Playground Installation

Primary Contact (Name): Leigh Walden

Primary Contact Phone Numbers: Home: _____ Cell: 281-793-8002

Secondary Contact (Name): Nancy Santibanez

Secondary Contact Phone Numbers: Home: 713-382-4833 Cell: 281-733-0516

After Hours emergency opening fee, if applicable: $ N/A

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.***

1. **Delivery of Products and/or Services**

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.

E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.

F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either

Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of $250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of $250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

I. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of $100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.

H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

K. Wage Rates: In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates shall be the minimum paid for labor employed on this project. If, however, Federal funds are used specified wage decisions will be listed as part of the overall bid document.

3. Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

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

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

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of 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.

Wright Cuney Playground
City of Galveston

January 02, 2020

Purchasing Department
City of Galveston
PO Box 779
Galveston, TX 77550

Dear Purchasing Department:

fun abounds is delighted to provide City of Galveston with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. fun abounds is confident that this proposal will satisfy City of Galveston's functional, environmental, and safety requirements - and most importantly, bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible. We look forward to continuing to develop a long-standing relationship with City of Galveston. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Lindsay Bowerman
fun abounds
114 Venice Street
Sugar Land, TX 77478

About fun abounds

Your local Burke Representative

fun abounds, established in 2007 to serve the park and recreation needs of Houston and Southeast Texas, is passionate about bringing a higher level of play to the communities we serve. We proudly represent some of the industry's top manufacturers that are known for quality and innovation, including BCI Burke Playgrounds, Berliner, USA Shade, Rubber Designs, MyTCoat Site Amenities, StayFit Fitness and Doggie Playsystems. For site planning, general contracting and installation, we've partnered with the area's best crew led by Tom Driscoll at Premier Outdoor Installation. Tom and his team match the passion that we have for play and together we focus on customer satisfaction.

fun abounds is here every step of the way to make certain that your playspace is everything you dreamed. From site analysis to design and installation to maintenance, our entire team is committed to excellence throughout each project and beyond. We are passionate about play and look forward to "creating playground memories filled with fun" for your community.

fun abounds℠

"creating playground memories filled with fun"

Testimonials

West University Place Susan White -SWhite@westutx.gov The city of West University Place has worked with fun abounds on numerous projects. Leigh Walden and her team of professionals are a pleasure to work with, and we have found their equipment, service and follow-up to be exemplary.

City of Friendswood James Toney -jtoney@ci.friendswood.tx.us I have worked with Leigh Walden and fun abounds for over 10 years on multiple park projects, with every project turning out perfect. I will always call Leigh and her team first when starting any new projects.

Brazos Bend Elementary PTO President, 2013-2015 Rebecca DeVeaux -rebecca@deveaux.cc I had the pleasure of working with Fun Abounds on the walking path for Brazos Bend Elementary. Leigh Walden and her team worked tirelessly to help me at every step to get this project completed. It was a long process through our MUD boards, which paid for the track, and the school district but Fun Abounds was patient and always there when I needed more information or documentation. The track itself is fantastic. The kids love walking on it and the staff and parents are thrilled with the safety of the material. No more cut and scraped knees and hands. No more twisted ankles from potholes in the concrete. We could not be more excited to have this new track for our kids. I know it will be there for many years. Thank you Leigh and Fun Abounds for all you did to help us. I would be proud to recommend you to any school wishing to make improvements to their facility.

Montessori Schools of Central TX 1302 S. 27th Street Temple, TX 76504 Dr. Jerry O'Donnell , 254-771-1116
If you are looking for exciting playground equipment that your children dream about, then you have come to the right company - Burke/fun abounds. We have used their equipment on two of our playground renovation projects, preschool and elementary, and are totally satisfied. More importantly, the children are eager and energized to climb, swing, stretch, and slide, using their gross motor muscles in new and healthy ways. I recommend them highly for their professionalism, expertise, and honoring their word.

Lago Vista Elementary School Playground Improvement Project Nancy Jo Priddy sungirl30@hotmail.com
After two projects, I have formed a relationship with the representatives from Fun Abounds and Burke Playground Products. With their knowledge and innovation, they have provided us with the ability to improve and enhance our school's playgrounds. The result has been a pleasant and easy experience, from choosing appropriate equipment, to ordering and installing the final product. We have more projects coming in the future, and I consider fun abounds/Burke to be the only call I need to make.

"I will always call Leigh and her team first when starting any new projects."

PLAY THAT MOVES YOU

Creating Play That Moves You requires dedication, research and a fierce passion for bringing a higher level of play to communities. The results are more than worth the effort. Products such as Novo® Playful Furniture and Taktiks® move us to design the best play environments for all. Taking play interaction to the next level is the Konnection™ Swing. There isn't a better way to connect on the playground - whether it's an adult and a child or two kids. The fusion of traditional and active-based play lays the foundation for an environment where everyone can develop physically, emotionally, socially and cognitively through play. It fosters opportunities for the types of experiences that bring communities together and move us in so many ways. Join Our Movement and see how you can bring a higher level of play to your community!

GET MOVING!

Burke's unique fitness offerings keep people of all ages moving! Our Intensity® and Nucleus® playgrounds feature a fusion of traditional and fitness-based play that engages children to move like never before. The ELEVATE® Fitness Course features challenging obstacles designed for healthy competition and fun for ages 5-12 or 13 plus. Our variety of fitness play options ensures everyone has the opportunity to reap the benefits of movement at any age and skill level.

MOVE YOUR MIND

Extensive research suggests that play provides tremendous developmental benefits to children. In fact, it's been said that children learn through play - it helps their brains and bodies develop. There's no such thing as too much of a good thing when it comes to play!

INTERACTIONS THAT MOVE US

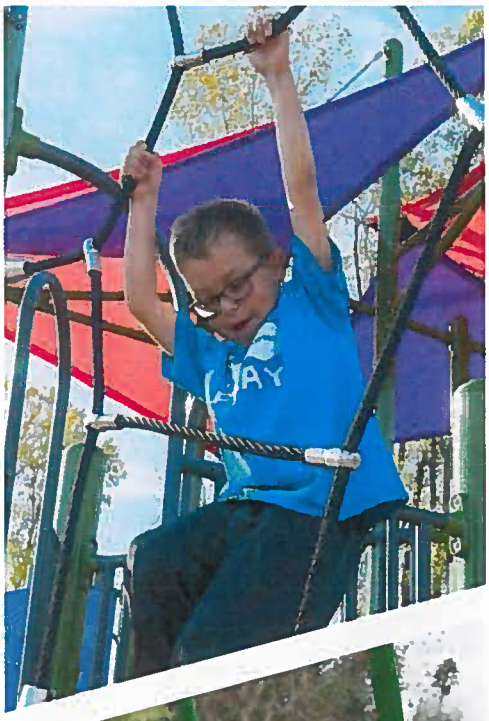
Play brings communities together and strengthens families and friendships. Burke's playgrounds provide amazing opportunities for kids to develop socially from playing independently at a young age, transitioning to parallel play and learning how to cooperatively play together as their development continues.

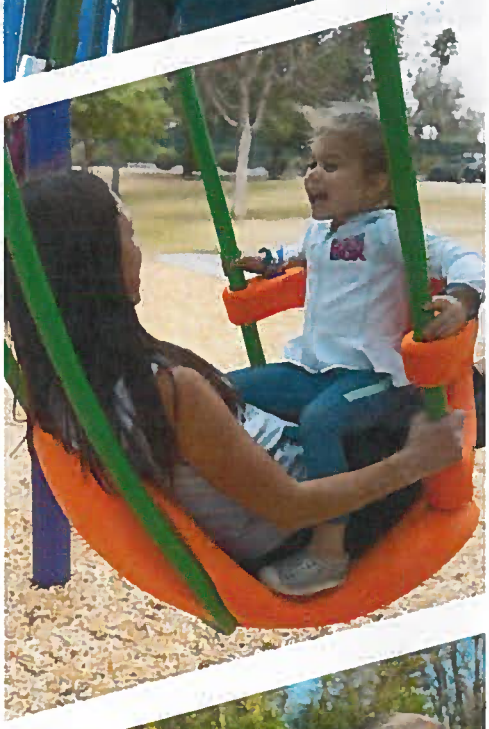
MOTION THAT MOVES YOU

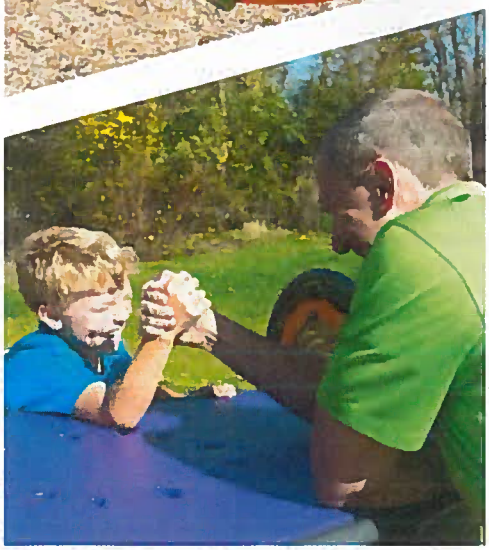
Movement is essential to life and to play. Motion play creates movement for children of all abilities and assists with many developmental areas, including increased spatial awareness, inner ear stimulation and balance. Motion can be soothing to children with sensory processing differences and offers an exciting activity for everyone to enjoy.

PLAY THAT MOVES DEVELOPMENT

Play is an important part of a child's emotional development and it is often through play that they learn necessary skills such as patience and empathy. Play also helps children learn how to express and manage their feelings, which is the grounds for much of a child's future success and well-being.







WORK THAT MOVES US

What we bring to work every day is more than just ourselves. Our ideas, craftsmanship and collaboration form our culture and help us bring a higher level of play to communities around the world.

HANDCRAFTED IN AMERICA'S HEARTLAND

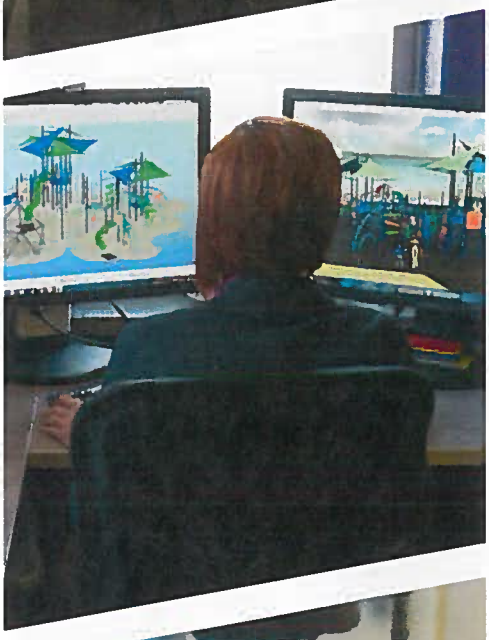
Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. Yes, a real-live person will answer your call and help to direct you to the proper person. We have factory-direct customer service representatives that are available to answer questions, help with replacements parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

We as Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! We are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BURKE'S HISTORY

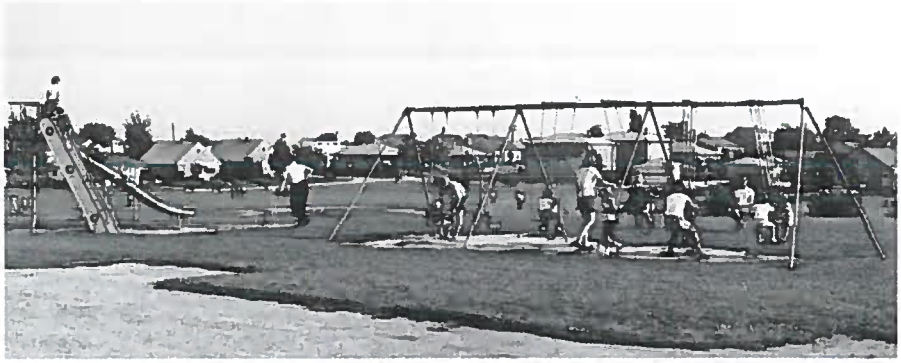
John Edward was a farmer in Fond du Lac, Wisconsin and farmed the land the Burke company headquarters stands on today. In 1920, he incorporated a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, Burke entered the playground industry! Soon playground products were the company's main focus and they introduced Swing King, a residential line of play equipment.

When World War II began, Burke, like many companies, changed their focus to the war effort. J .E. Burke, always an inventor, devised a self-contained ammunition cart that could be parachuted to army personnel. The Parachute, as it was suitably named, was also used to deliver food and medical supplies. The company's dedication earned special recognition, and in 1943, the J.E. Burke Company was awarded an Excellence in War Production citation. Over the next 40 years, the Burke family grew the business and began to add interesting color and material combinations. In 1972, Burke invented the original Funnel Ball® that became a staple on playgrounds across the country.

In the late 1990's, Greg Burke, grandson of founder J.E. Burke, determined it was time to find a successor to lead the business into the 21st Century. Tim Ahern became the president/CEO of Burke in 1997 and remained until 2015 when Incline Equity Partners invested in Burke and Michael Phelan became the new president/CEO.

Most recently, in May 2017, The Halifax Group joined Burke's management team as an investment partner to continue the company's growth plans. All design and manufacturing operations continue to be located in Fond du Lac, Wisconsin on the same plot of land where J.E. Burke founded the company nearly 100 years ago.

Burke remains committed to the original innovation, customer service and superior quality that sustained the company for generations. We are bringing play to the next level with our focus on "Play That Moves You" and innovating products that move all of us in so many ways.



BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM: Nucleus® and Voltage® feature our Industry-leading KoreKonnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM: Intensity, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Little Buddies® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

TAMPER-RESISTANT STAINLESS STEEL HARDWARE: All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-16: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-16 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.

FREE RESOURCES

NPPS SAFETY KIT

Burke truly gives you the most value for your money. As part of our Total Cost of Ownership Package, we offer value-added resources FREE with every playground structure purchase. The National Program for Playground Safety (NPPS) Playground Supervision Safety Kit helps supervisors and educators be prepared on the playground. Learn more at **bciburke.com/safety**.

CUSTOM MAINTENANCE KIT

To help maintain a safe, functioning playground we include a custom maintenance schedule, touch-up paint, graffiti remover and carrying case FREE with every playground structure purchase.

PLANNING & FUNDING TOOLS

We provide you with FREE tools to plan your playground from fundraising and design to installing a community build playground. At Burke, we understand the dedication and hard work it takes to raise the funds for playground equipment. That's why we created Funds for Fun, a direct donation fundraising program to help your organization raise the funds it needs for your new playground. We've also partnered with The School Funding Center to provide up-to-date grant information along with expert grant writing services. Learn more at **bciburke.com/funding**.

FREE FUNDRAISING TOOLS!

DESIGN SUMMARY

fun abounds is very pleased to present this proposal for consideration for the Wright Cuney Playground located in Galveston. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Galveston. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Wright Cuney Playground
- Project Number: 125-125985-1
- User Capacity: 48
- Age Groups: Ages 2-5 years
- Dimensions: 38' 11" x 50' 1"
- Designer Name: Tyler Hess

fun abounds has developed a custom playground configuration based on the requirements as they have been presented for the Wright Cuney Playground playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 125-125985-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

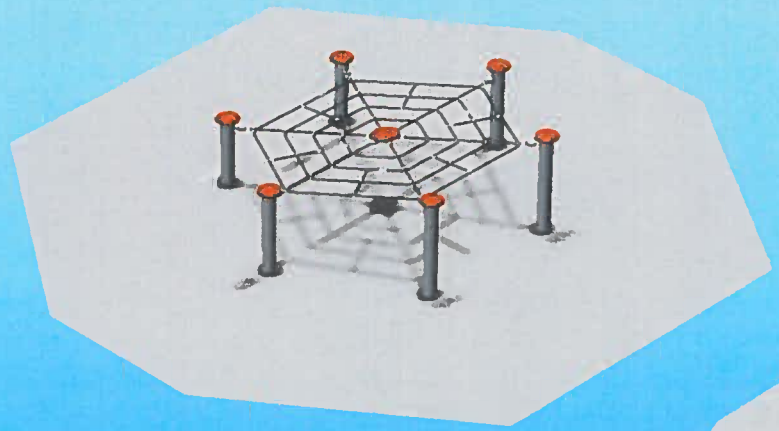
We invite you to review this proposal for the Wright Cuney Playground playground project and to contact us with any questions that you may have.

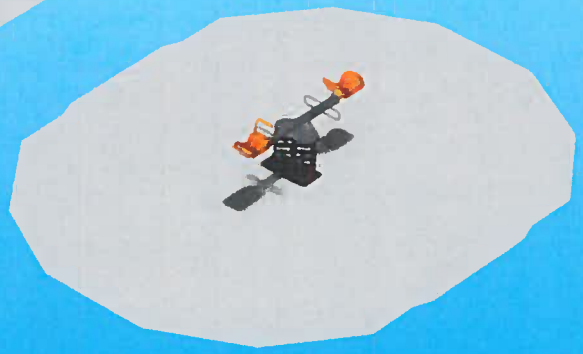
Thank you in advance for giving us the opportunity to make this project a success.

Proposal # 125-125985-1

Wright Cuney Playground
fun abounds

Burke





FEATURED PLAY EVENTS

Luge™ Slide

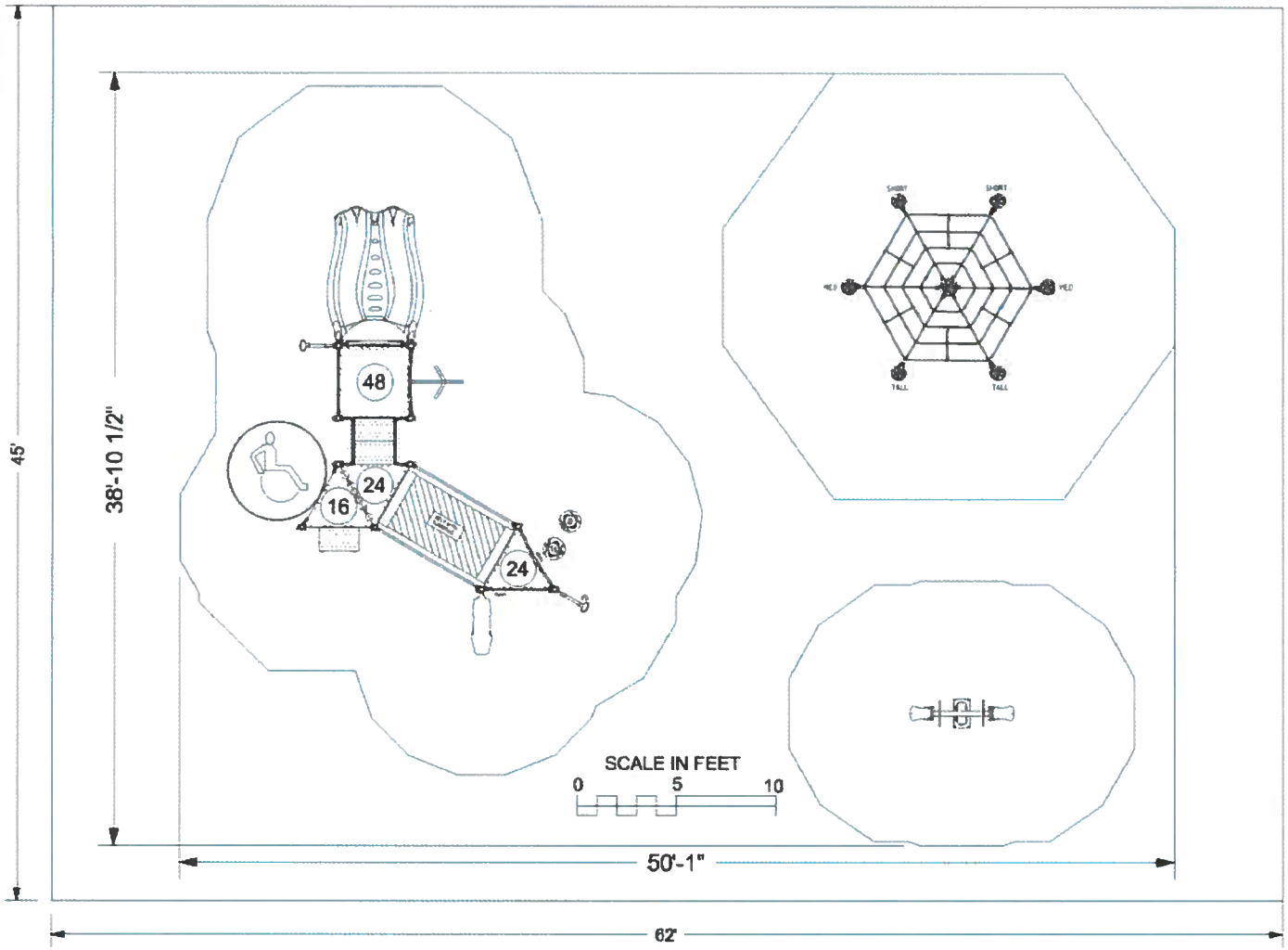
With the Luge Slide, kids can race each other down while developing social skills and increasing coordination.

2 Seat See-Saw

Let's Rock! Burke's line of Rockers feature heavy-duty torsion springs and available in 2 Seat, 4 Seat and Standing versions. Rock your playground with these awesome freestanding basics events!

Freestanding Wobbly Web

This exciting rope climber challenges children to move, climb and have fun while building strength, balance and coordination.



INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL

AREA

1226 SQ.FT.

PERIMETER

225 FT.

STRUCTURE SIZE

38' 11" x 50' 1"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
- ☒ 2-5 YEAR OLDS
- ☐ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS

NSF Registered to ISO 9001 NSF Registered to ISO 14001

INTERNATIONAL PLAY EQUIPMENT PUBLIC PLAY EQUIPMENT IPEMA CERTIFIED TO ASTM F1487 MANUFACTURERS ASSOCIATION

To verify product certification, visit www.ipema.org

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	10	
NUMBER OF ELEVATED PLAY EVENTS:	5	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQ'D: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 5	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 3
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 5	REQ'D: 2
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 4	REQ'D: 2

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

Burke

SERIES: Voltage, Basics

SITE PLAN

DRAWN BY: Tyler Hess

4 1

Wright Cuney Playground
823 Rosenberg Street
Galveston, TX 77550

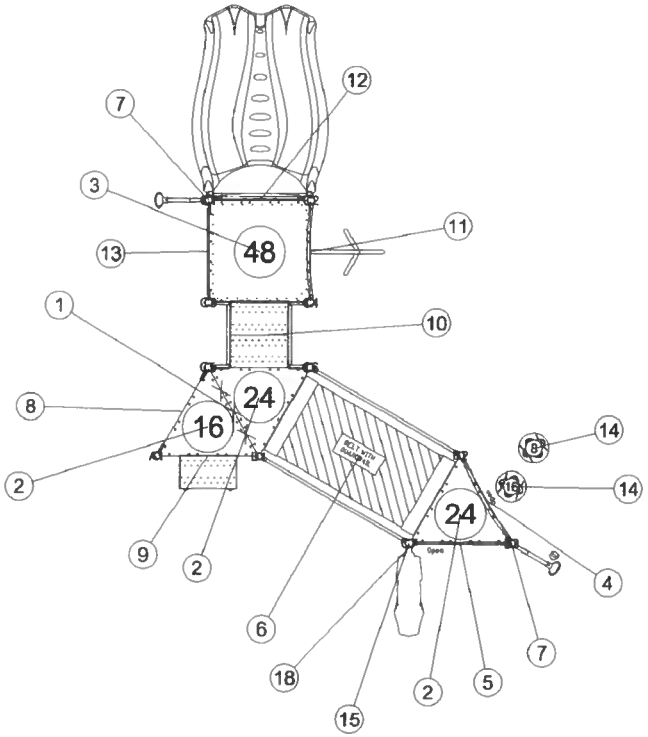
January 02, 2020

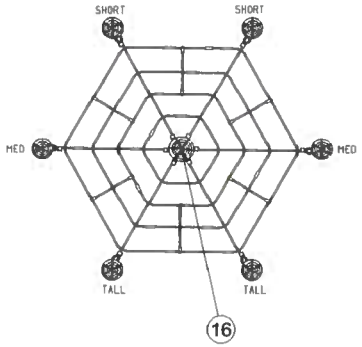
fun abounds

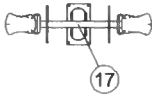
125-125985-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

ITEM	COMP.	DESCRIPTION
1	230-0050	8" CLOSURE PLATE
2	230-0221	TRIANGLE PLATFORM S3P
3	230-0222	SQUARE PLATFORM S3P
4	230-0228	UNITARY ENCLOSURE, S3
5	230-0229	OFFSET ENCLOSURE, S3
6	230-0230	CONVEYOR BELT BRIDGE W/ GU
7	230-0263	FUN PHONE GRND - GRND
8	330-0015	GRAB BARS
9	330-0313	SINGLE STEP
10	330-0629	24" TRANSITION STAIR W/BARRI
11	330-0645	ATOM CLIMBER 32"-48"
12	430-0638	LUGE SLIDE, 48"-56"
13	530-0808	BEE PANEL
14	560-0453	STEP SPOT POD 8-16"
15	560-0540	ROCKIT END PANEL
16	560-0573	WOBBLY WEB, FREESTANDING
17	570-0774	2 WAY SEE SAW W/ SEATS
18	660-0137	ROCKIT ATTACHMENT POST 55







Burke

SERIES: Voltage, Basics
COMPONENT PLAN
DRAWN BY: Tyler Hess

Wright Cuney Playground
823 Rosenberg Street
Galveston, TX 77550

January 02, 2020

fun abounds
125-125985-1

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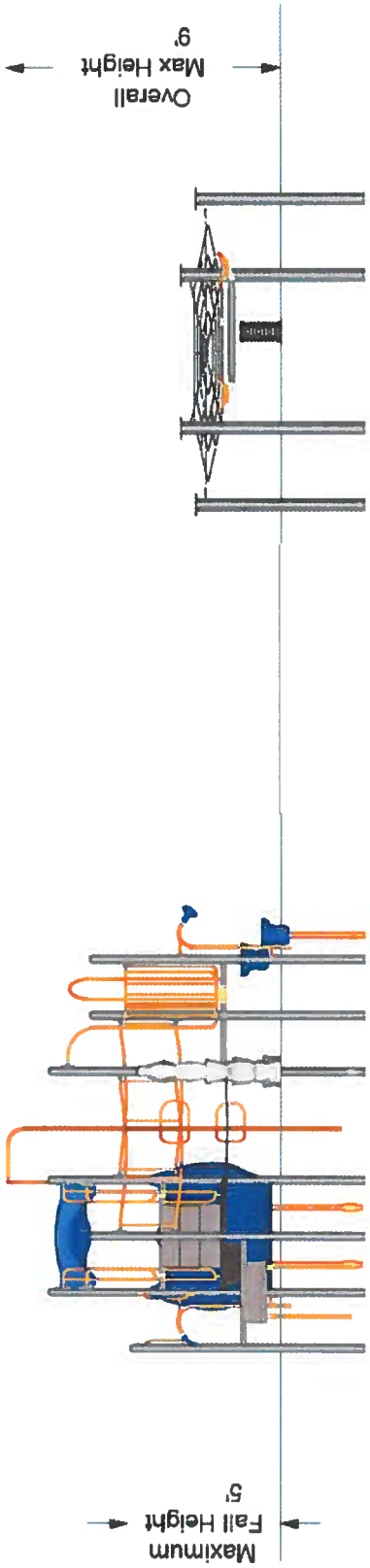

The protective surfacing for this design must accomodate the critical fall height.

Burke

January 02, 2020

SERIES: Voltage, Basics
ELEVATION PLAN
DRAWN BY: Tyler Hess

Wright Cuney Playground
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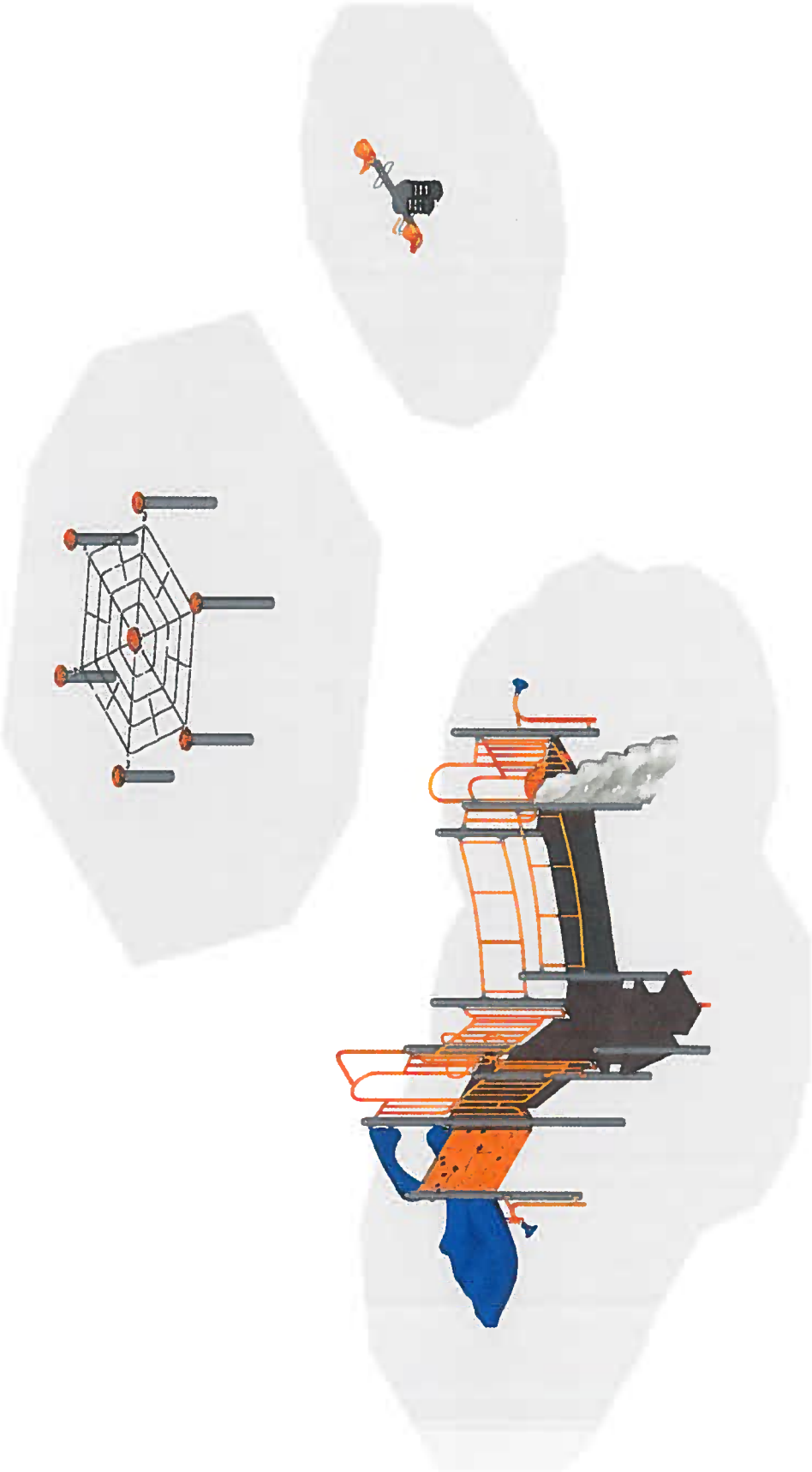

Burke

January 02, 2020

SERIES: Voltage, Basics
ISOMETRIC PLAN
DRAWN BY: Tyler Hess

Wright Cuney Playground
823 Rosenberg Street
Galveston, TX 77550

fun abounds
125-125985-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Proposal # **125-125985-1**

January 02, 2020

2020 Pricing

Selected Color List

Color Group	Color
Phase 1	
Platform	Brown
Accessory	Orange
Rotomolded	Purple
Kore Konnect	Charcoal
Post	Charcoal
RockIt	Sandstone
2 Color Extruded/Flat (outer)	Orange
2 Color Extruded/Flat (inner)	Black
Phase 2	
2 Color Extruded/Flat (outer)	Orange
2 Color Extruded/Flat (inner)	Black
Post	Charcoal
Accessory	Orange

COLORS THAT MOVE YOU

HDPE PLASTIC PANELS

Green, Lime, Olive, Blue, Purple, Red

Orange, Yellow, Tan, Gray, Black, Green/Tan

Lime/Black, Olive/Black, Blue/White, Blue/Yellow, Purple/Gray, Red/White

Orange/Black, Yellow/Blue, Yellow/Red, Tan/Green, Brown/Tan, Gray/Black

SHADE CANOPIES

Lime, Purple, Orange, Sand

Green, Blue, Red, Yellow, Gray

PLATFORMS

Blue, Brown, Recycled Plastic

ROCKIT CLIMBERS

Granite, Sandstone

POWDER COAT PAINT

Green, Orange, Olive, Yellow, Lime, Lemon, Aqua, Gold, Sky, Tan, Blue, Brown, Navy, Black, Purple, Charcoal Matte Finish, Burgundy, Silver, Red, White, Redwood Matte Finish

ROTOMOLD PLASTIC

Green, Lime, Blue, Purple, Red, Orange, Yellow, Tan, Granite

VISIT BCIBURKE.COM/COLORSELECTION TO CUSTOMIZE YOUR PLAYGROUND COLORS!

TESTIMONIALS

"Service, Safety, Quality. Three words I would use to describe the people, business model, and overall organizational standards that inspires the BCI Burke Company. Every organization has a unique set of challenges and goals when it comes to building an educational environment - and from our experience, BCI Burke came to the table ready to work with us as partners to meet those challenges and goals head on.

We chose to work with BCI Burke because we needed a reliable company that would be able to provide nothing less than the highest quality product with our own time limitations. As with most other businesses, we did not have the luxury of making an investment into a project of this magnitude and not feel 100% certain that we had gotten the very best of our dollar. We also had to assure our stakeholders that we would see that investment last the test of time.

BCI Burke offered us superb and consistent customer service, the ability to achieve our goal on a fast timetable, and the confidence that our playground is genuinely the very best in design and safety. This is something that we will showcase in our school for many years to come.

After working with the company, I know personally they are committed to go the extra mile to satisfy your needs. BCI Burke is a master in their field but also provide the customer with an intuitive understanding of service".

Angela H. Brunini
Principal
St. Anthony Catholic School

"I am writing to tell you how much I enjoyed and appreciated working with your local representative...Through the years, I have worked with a number of playground companies, but never with anyone with the professionalism, commitment and follow-through of (your Burke Rep). We are all so excited about our children having the opportunity to play on your wonderful equipment; of course, we want everything! We are so impressed with the many, many possible designs. Thank you for the quality of your equipment and your local representatives."

Nancy Emerson
Director
The Children's Center
Dallas , TX

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE®/ACTIVATE®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE®/ACTIVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble™ cables and mallets against defects in materials an d workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2019**

playground memories filled with fun™

Timeline

From date of Order to Completion

6 weeks of manufacturing time and delivery of goods

2 weeks for installation

Total project duration 42 days.

*will agree to these terms weather permitting

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting	$ 1,555.00	$ 1,555.00
2	1	Mobilization, Demobilization	$	$
3	1	Site Preparation	$	$
4	1	Upright Installation	$ 6,448.16	$ 6,448.16
5	1	Playground Platform and Components Installation	$ 30,326.00	$ 30,326.00
6	1	Playground Border and Surface Installation	$	$
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ 38,329.16	$ 38,329.16
Add Alternate	1	Stamped Engineered Drawings	$ 3,500.00	$ 3,500.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/2020

Authorized Representative (signature): Title: President

Proposal # 125-125985-1

January 02, 2020
2020 Pricing

Proposal Prepared for:
Purchasing Department
City of Galveston
PO Box 779
Galveston, TX 77550
Phone:

Project Location:
Wright Cuney Playground
823 Rosenberg Street
Galveston, TX 77550

Proposal Prepared by:
fun abounds
114 Venice Street
Sugar Land, TX 77478
Phone: 281-793-8002
Fax: 281-265-0043

Lindsay Bowerman
Phone: 832-808-1537
Fax:
lindsay@fabplaygrounds.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Voltage						
230-0050	8" CLOSURE PLATE	1	0	0	9	9
230-0221	TRIANGLE PLATFORM S3P	3	2	6	31	93
230-0222	SQUARE PLATFORM S3P	1	6	6	103	103
230-0228	UNITARY ENCLOSURE, S3	1	0	0	34	34
230-0229	OFFSET ENCLOSURE, S3	1	0	0	28	28
230-0230	CONVEYOR BELT BRIDGE W/ GUARD...	1	7	7	136	136
230-0263	FUN PHONE GRND - GRND	1	2	2	36	36
330-0015	GRAB BARS	1	0	0	6	6
330-0313	SINGLE STEP	1	1	1	42	42
330-0629	24" TRANSITION STAIR W/BARRIE...	1	2	2	160	160
330-0645	ATOM CLIMBER 32"-48"	1	2	2	67	67
430-0638	LUGE SLIDE, 48"-56"	1	4	4	197	197
530-0808	BEE PANEL	1	2	2	40	40
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
630-0001	POST ASSY 3 1/2 X 91	1	0	0	33	33
630-0002	POST ASSY 3 1/2 X 107	3	0	0	39	118
630-0003	POST ASSY 3 1/2 X 123	7	0	0	45	315
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
Burke Basics						
560-0453	STEP SPOT POD 8-16"	2	1	2	19	38
560-0573	WOBBLY WEB, FREESTANDING	1	10	10	361	361
570-0774	2 WAY SEE SAW W/ SEATS	1	2	2	122	122
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Rockit						
560-0540	ROCKIT END PANEL	1	2	2	48	48
660-0137	ROCKIT ATTACHMENT POST 55 1/2"	1	0	0	13	13

Total User Capacity: 48
Total Weight: 2,016 lbs.
Total Price: $26,462

Information is relative to the Jan 2 2020 4:35AM database.

Burke

Proposal # **125-125985-1**

January 02, 2020

2020 Pricing

Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid until 12/27/2019.**

playground memories filled with fun"

Contacts:

President
Leigh Walden
lwalden@fabplaygrounds.com
281-793-8002

Houston and South Surrounding Areas-Below I-10
Lindsay Bowerman
lindsay@fabplaygrounds.com
832-808-1537

North Houston- North of I-10
Brian Kaul
brian@fablplaygrounds.com
832-808-2507

South West Texas and Surrounding Areas
Sarah Mcclure
sarah@fabplaygrounds.com
832-808-9600

Austin, San Antonio, West Texas and Surrounding Areas
Mike Giehl
mike@fabplaygrounds.com
512-636-8260

Office Manager

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

Nancy Santibanez
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Emma Walden
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Accounts Payable, Accounts Receivable
accounting@fabplaygrounds.com

Orders
orders@fabplaygrounds.com

Website:
fabplaygrounds.com

POI-Premiere Outdoor Installations
2630 Cemetary Rd.
Santa Fe, TX 77517

Owner
Tom Driscoll
thomas.driscoll.poi@verizon.net
281-924-0271

Project Manager-Scheduling
Eric Green
eric@fabplaygrounds.com
512-541-0348

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

Leigh Walden, CPSI
Owner, fun abounds

University of Houston, BA – Psychology
Play U – Delano, MN.
NPSI/NRPA – Baltimore, MD 2009
NPSI/NRPA – San Antonio, TX. 2006

Leigh Walden has over 10 years sales experience in the park and recreation industry. In 2007, she created fun abounds, to further enhance the park and recreation offerings in Southeast Texas. Prior to that she was an independent contractor for Lone Star Recreation. In both capacities, Ms. Walden is responsible for assisting the client from the planning stages to the installation of the equipment and assisting with any questions or needs after the installation. Knowledge of CPSC, ASTM as well as local regulations is required. Her past customer service experience has allowed an effective and positive transition into her current market position.

Ms. Walden's speaking engagements include :

- 09/10 –Gulf Coast Leadership Conference – Safety and Maintenance for Playgrounds
- 06/09 – Houston YMCA – Maintenance on Splashpads – 50 people
- 06/09 – HAEYC – Today I'll Climb to the Top – 25 people
- 6/08 – Houston YMCA – Maintenance on Splashpads – 50 people
- 6/07 – HAEYC – Today I'll Climb to the Top – 100 people
- 5/22/07 – PMA- LSI and The Marketplace – 45 people
- 5/22/07 – Robinson Elementary – Lone Star Rec Capabilities – 5 people
- 5/16/07 – Bay Architects – LSI and The Marketplace – 15 people
- 5/03/07 – Sundown HOA – Lone Star Rec Capabilities – 2 people
- 2/1/07 - 2/1/07 -TRAPS Region 4 Conference – Safety and Maintenance- A Guide to your Playground- 100 people
- 11/13/06 – Greatwood HOA – CPSC Guidelines – 9 people

Many more presentations to architects, PTA/PTO groups, City and County governmental agencies have also been performed.

Married for 24 years and has two children, Emma, 14 and Molly, 10.

Affiliations: TRAPS, NRPA, NPCAI, CPSI Certified

Received Sales Representative of the Year with Landscape Structures, 2006, Highest Sales October 2014 for BCI Burke, and Rookie of the Year 2014, BCI Burke.

Currently represents: BCI Burke Company, WaterPlay

fun abounds has a proven methodology for completing each project, large or small. Our projects start with a project information form that follows the job from start to finish. We have the capabilities of designing the project ourselves or sending to the factory. At any time, our reps have the ability to make changes to the design as needed by the client. Once the rep has received a signed order, our office manager is responsible for entering the orders and verifying for accuracy. They handle the project until the equipment is shipped. At that time, Eric Green, our install coordinator takes the project. He works for POI, our certified installer. He branches the two companies. At this point, the installation side will install the playground, surfacing, curbing, site amenities etc. Installs are made per manufacturer's and ASTM's guidelines. We have multiple installers that are CPSI certified on the crew. Our install group uses Construction Online to track the project and for reporting. fun abounds uses multiple programs throughout the project to ensure proper tracking and billing.

creating playground memories filled with fun

References

Darren McCarthy
City of Rosenberg Parks Department
3720 Airport Avenue Rosenberg, TX 77471

832.595.3960
Playgrounds

Phil Martin
Mike Stone and Associates
Professional Project Management
19875 Southwest Freeway, Suite 270
Richmond, TX 77406

281.343.0712
Sales and installations including water features, play features and surfacing

Susan White
Assistant Director, PARD
City of West University Place
6104 Auden Street
West University Place, TX 77005

713.662.5367
Playgrounds

130 Venice Sugar Land, TX. 77478 281-793-8002 Fax 281-265-0043
lwalden@fabplaygrounds.com

FUNAB-1

OP ID: CS

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
765-534-3152
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Steve B. Carraway

CONTACT NAME: Steve B. Carraway
PHONE (A/C, No, Ext): 765-534-3152
FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co.	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fun Abounds, Inc.
114 Venice Sreet
Sugar Land, TX 77478

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab X Deductible-None GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			RBS0018678	04/19/2019	04/19/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			RBS0018678	04/19/2019	04/19/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

FORINFO

For Information Purposes Only

58

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

Steve Carraway

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/19

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

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PRODUCER
TALLAS INSURANCE AGENCY
14015 Southwest Freeway Ste 5
Sugar Land, TX 77478

CONTACT NAME: ROBERT REYES
PHONE (A/C, No, Ext): (713)271-2000 FAX (A/C, No): (713)271-4141
E-MAIL ADDRESS: staff@tallasins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TEXAS MUTUAL INSURANCE	524210
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FUN ABOUNDS
130 VENICE ST.
SUGAR LAND, TX 77478

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001321422	03/09/19	03/09/20	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

CERTIFICATE HOLDER

For business pupose only

59

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

Jeff Tallas

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PREMI-2

OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2019

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PRODUCER
765-534-3152
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Steve B. Carraway

CONTACT NAME: Steve B. Carraway
PHONE (A/C, No, Ext): 765-534-3152
FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co.	41297
INSURER B : General Casualty Co.	24414
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Premier Outdoor Installations, Inc.
PO Box 58146
Webster, TX 77598

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		RBS0018653	03/30/2019	03/30/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Installation Deductible $1,000			BPK0003209	03/07/2019	03/07/2020	Limit	50,000

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

Certificate holder is an additional insured regarding general liability coverage per written contract.

CERTIFICATE HOLDER

FUNABOU

Funabounds
130 Venice
Sugar Land, TX 77478

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

PREMOUT-01

M1DVALENTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/24/2019

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
MaximGroup
18050 Saturn Lane, Suite 200
Houston, TX 77058

CONTACT NAME: Denny Valentin
PHONE (A/C, No, Ext): (281) 337-9402 FAX (A/C, No): (281) 337-9402
E-MAIL ADDRESS: dvalentin@maximgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Ins. Company	22945
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Premier Outdoor Installations
Inc. / Attn: Tom Driscoll
3509 Tallow Forest St.
Dickinson, TX 77539

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001238763	06/12/2019	06/12/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Fun Abounds
114 Venice Street
Sugar Land, TX 77478

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CPSI

National Recreation and Park Association

Let it be known that

LEIGH WALDEN

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

Certified
Playground
Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

October 18, 2017

DATE CERTIFIED

39786-1120

CERTIFICATION NUMBER

November 01, 2020

EXPIRATION DATE

NRPA National Recreation and Park Association

CPSI

National Recreation and Park Association

Let it be known that

TOM DRISCOLL

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

Certified
Playground
Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

October 18, 2017

DATE CERTIFIED

39818-1120

CERTIFICATION NUMBER

November 01, 2020

EXPIRATION DATE

NRPA National Recreation and Park Association

CITY OF HOUSTON

Office of Business Opportunity

Sylvester Turner,
Mayor

fun abounds, Inc.

is duly certified as a

Women Business Enterprise (WBE)

Certified Categories:

Certification Number: 17-7-11596

NAICS 423910: PLAYGROUND EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

Certification Review Date: February 28, 2020

Carlecia D. Wright

Expiration Date

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1364766562200**
File/Vendor Number:	**496631**
Approval Date:	**14-APR-2016**
Scheduled Expiration Date:	**14-APR-2020**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

FUN ABOUNDS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 15-APR-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512-463-5872**.

Rev. 01/15

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2020-573646

Date Filed:
01/03/2020

Date Acknowledged:

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

fun abounds
Sugar Land, 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.

20-009
improvements, for the purchase and installation of a new park playground.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walden, Leigh	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Nancy Santibanez, and my date of birth is 5-9-91.

My address is 8407 Rivercross Rd., Houston, TX, 77064, US.
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of TX, on the 10th day of January, 2020.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

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

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

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

WHEN: The person or business must file:

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

n/a

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date 1/10/20

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

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Nancy Santibanez **(Person name), the undersigned representative of (Company or Business Name)** fun abounds, Inc. **(hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::**

a. **Does not boycott Israel currently; and**
b. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

1-10-2020
DATE

Nancy Santibanez
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas **§**
COUNTY OF Fort Bend **§**

On this day, BEFORE ME, the undersigned, personally appeared Nancy Santibanez **the** Office Manager **of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th **day of** January**, 20**20**.**

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
GISELLE OZUNA
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 5/20/2020
NOTARY ID 13066915-0

Giselle Ozuna
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.

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

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

_____

_____

Nancy Santibanez

Bidder's Printed or Typed Name

Nancy Santibanez

Bidder's Signature

1-10-2020

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:

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

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

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

Lewa
Funabonds

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 fun abounds, Inc.

ADDRESS 114 Venice St. Sugar Land, TX 77478

PHONE 855-226-8637

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) Nancy Santibanez

POSITION WITH COMPANY Office Manager

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID _____

COMPANY OFFICIAL (PRINTED NAME) Nancy Santibanez

OFFICIAL POSITION Office Manager

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 FEDRAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEB.ARMENT, 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 voluntary 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.

Nancy Santibanez
(Printed or typed Name of Signatory)

(Signature)

1-10-2020
(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 I – ACH Form

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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

City of Galveston

ACH Payment Agreement Form

CONFIDENTIAL

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 Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: Wells Fargo

Financial Institute Address: 2700 S. Price Rd. Chandler, AZ 85286

Routing Number: 111900659

Account Number: 1770087151

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: fun abounds, Inc.

Authorized Signature: _____

Printed Name: Leigh Walden Title: President

Contact Phone Number: 281-793-8002 Date: _____

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Services

1. **Project Title: Bid 20-009 Wright Cuney Park Playground.**

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**

   Project duration to final completion: 42 days.

   Project budget: $65,000.

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

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

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

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

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

Wage Rate Decision is included as part of the Special Conditions. See following pages.

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 # 20-009
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
13. Compliance with Davis-Bacon and Copeland Acts

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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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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."

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Nancy Santibanez
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1-10-2020
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5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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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, fun abounds, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 10 day of January 20 20

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Nancy Santibanez
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Office Manager
Title of Authorized Official

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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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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.

Nancy Santibanez
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1-10-2020
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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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Nancy Santibanez

(printed name of signatory)

1-10-2020

(signature and date)

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13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship

to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages

paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this

section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the

Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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	December 9, 2019
Pre-Bid Conference Date	December 18, 2019 @ 10:00 a.m. CST
Deadline for Submittal of Written Questions	January 3, 2020 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	January 13, 2020 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	January 2020
Anticipated Award Date	January 2020

7. Scope of Services – Wright Cuney Park Playground

It is the intent of the City of Galveston to award a contract for the design and construction of a playground for Wright Cuney Park.

About the Park:
Location – Wright Cuney Park 41st Street Galveston Texas 77550
Site Dimensions – 45'X62'
Age Groups – 2-5

Requirements for Site and Structures:
Coastal Package or similar, all stainless-steel fasteners
Playground surface – N/A
Must be in compliance with ASTM F1487 and CPSC playground Safety Standards
Flooring panels, climbing ropes, solid plastic parts - minimum 10-year Warranty
Galvanized structural parts, stainless steel hardware, paneling, top brace and floor frames – Lifetime Warranty
Preferred/Minimum Playground Components:

- Slides – minimum 1ea. double slide
- Seesaw – minimum 1ea.
- Climbers – multiple including 1ea. membrane climber
- Talking Tube – minimum 1ea.
- Horizontal Net – minimum 1ea.

Contractor Requirements:
Responsible for all permitting requirements and costs
Responsible for submittal of stamped engineered drawings
Architectural design and stamped engineered drawings due at Notice to Proceed date
Installation to be supervised at all times by a Certified Playground Safety Inspector
Vendor must submit schedule of completion
Project completion and billing deadline - March 20, 2020

Associated Costs:
Cost includes all site work, site excavation/preparation, removal of excess soil from footing holes, site security and installation
Cost to include freight, unloading and material storage
Cost valid for 45 days from date of proposal

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting	$ 1,555.00	$ 1,555.00
2	1	Mobilization, Demobilization	$	$
3	1	Site Preparation	$	$
4	1	Upright Installation	$ 6,448.16	$ 6,448.16
5	1	Playground Platform and Components Installation	$ 30,326.00	$ 30,326.00
6	1	Playground Border and Surface Installation	$	$
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ 38,329.16	$ 38,329.16
Add Alternate	1	Stamped Engineered Drawings	$ 3,500.00	$ 3,500.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/2020

Authorized Representative (signature): _____ Title: President

MEMORANDUM

Grants & Housing Department / (409) 797-3820/ Fax (409) 291-4553

Date: December 4, 2019

To: Mario Rabago, Director Parks and Recreation Department

From: Shameka Union, Housing and Community Development Analyst

Subject: Wage Decision for Wright Cuney, Menard Park/McGuire Dent Rec. Center and San Jacinto Park Playground Equipment Project

Attached, please find Wage Decision number TX20190062+1 Modifications. This wage decision is applicable for the project referenced in the subject line. This wage decision will be applicable for the aforementioned project until it is either superseded or modified by HUD. Any supersedes decision or modification announced in the Federal Register ten (10) days prior to the bid opening will be applicable to the subject project and included by addendum.

Grants staff must verify the applicable wage decision for each project by contacting HUD's Labor Relations Office ten (10) days prior to the bid opening. Therefore, it is imperative that you apprise this office of the bid opening date. If the construction contract has not been awarded within ninety (90) days after bid opening, any modification announced prior to award of that contract will be applicable.

The project wage decision must be included into all bid documents or invitations for proposals and made a part of every subsequent contract and subcontract. The wage rates contained within this decision shall be the minimum wage rate to be paid to each laborer and mechanic participating on the project.

The Federal Labor Standards Provisions must also be included in all contracts, subcontracts, and lower-tier subcontracts. It is the prime contractor's responsibility to ensure the inclusion of the applicable wage decision and labor standards provisions in all subcontracts.

Once a contractor is selected, the City must hold a Preconstruction Conference with the principal contractor and all available subcontractors prior to the start of construction. During the meeting the contractor will be advised of his responsibilities and obligations under the Federal Labor Standards Provisions and with regards to the wage decision contained in the contract documents. A copy of the Preconstruction Conference minutes must be kept on file with the City.

Should you have any questions or require any additional information regarding the Davis-Bacon Act or the Federal Labor Standards provisions please contact my office at 797.3820

If you have any questions, please advise.

\su

Attachments

City of Galveston

Department of Housing and Urban Development
Federal Contract Provisions
HUD - 4010

Contains Federal Labor Standards Provisions
Davis- Bacon Act Requirements
Contractors Work Hours and Safety Standards Act
Equal Employment Opportunity Requirements
Minority Business Participation
Executive Order 11246
Section 3 Provisions
Section 504 Provisions

FEDERAL LABOR STANDARDS PROVISIONS

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contact pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the united States of Housing Act of 1949 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such Payroll deductions as are permitted by regulation issues by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exit between the contractor and such laborers and mechanics. Contributions made or cost reasonably anticipated for bona fide fringe benefits under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers of mechanics, subject to the provisions of 29 CRF 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, expect as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CRF Part 5.5 (a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classification in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the are by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C., 20210. The Administrator, or and authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee, shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30-days of receipt and so advise HUD or its designee or will notify HUD or its designees within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(II)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contact from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contact for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wage of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligation under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designees 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 the contractor under this contact or any other Federal contract with the same prime contractor, or any other Federally-assisted contact subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanic, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full

amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designees may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United Stated Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rate of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis-Bacon Act),daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CRF 5.5 (a) (1) (iv) that the wages of any laborers or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in proving such benefits Contractors employing apprentices or trainees under approves programs shall maintain written evidence of the registration of apprenticeship program and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the application programs. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to

HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CRF Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

2. That each laborer or mechanic (including each helper apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CRF Part 3;

3. That each laborer or mechanic has been paid not less than the application wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contact.

(c) The weekly submission of a properly executived certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certification may subject the contractor to civil or criminal prosecution under Section 1001 of the Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, coping, or transcription by authorized representative of HUD or its designee or the Department of Labor, and shall permit such representative to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor sponsor, applicant or owner, take such action may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowed ratio of apprentice to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on this job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratio and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman

wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less then the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval to a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copland Act requirements. The contractor shall comply with the requirements of 29 CRF Part 3 which are incorporated by reference in this contract.

6. Subcontract. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may be appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CRF 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3 and 5 are herein incorporated by reference on this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in 29 CRF Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employee or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contact shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1) or to be awarded HUD contacts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code Section 1010, Title 18, U.S.C,; " Federal Housing Administration transactions", provides in part "Whoever, for purpose of ...influencing in any way the action of such Administration...makes, utters or publishes
any statement knowing the same to be false...shall be fined not more than $5,000.00 or imprisoned not more than two years, or both.

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or institution or caused to be institution any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 eight hours in any calendar day or 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 payroll for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid

wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory). for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract or any other Federal contract with the same prime contract, or any other Federal-assisted contract subjected to the Contractor Work Hours and Safety Standards Act, which is held by the same prime contractor such sum 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 subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontractor the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The Contractor shall comply with all regulations issued by the Secretary of labor pursuant to Title 29 Part 1926 and failure to comply may result in impositions of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

3. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

(1) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

(3) The Contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or workers' representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the discretion of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract if it is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontract has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Agencies or subcontractors, it successors and assigns to agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

13. Section 504 Affirmative Action for Handicapped Workers (If $2,500 or Over)

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise without discrimination based upon their physical or mental handicap in all employment practices such as the following; Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.

(5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Agreement Compliance Programs may direct to enforce such provisions, including action for noncompliance.

*** Amended by Revision and Inclusion:**

(1) Except with respect to helpers as defined in 29 CFR 5.2 (n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination:

(4)With respect to helpers as defined in 29 CFR 5.2 (n) (4), such a classification prevails in the area in which the work is performed:

(4) (iv) Helpers. Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in 5.5 (a) (1) (ii). The allowable ratio of helpers to journeyman employed by the contractor or subcontractor on the job site shall not be of greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each in each contractor's or in each subcontractor's own work employed on the job site). Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 CFR 5.2 (n) (4), shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeyman's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

U.S. Department of Housing and Urban Development

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name _____ Date _____

Location _____ Project No. _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a contractor) for _____ in connection with construction
(Specify "General Construction," "Plumbing," Roofing," etc.)

of the above-mentioned Project, and that (I) (we) appointed _____,

whose signature appears below, to supervise the payment of (my) (our) employees beginning

_____, 20___: That he is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statute which he is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the _____ a new
(Name of Local Authority)

certificate appointing some other person for the purposes herein above stated.

_____
(Identifying Signature of Appointee)

Attest (if required):

_____
(Name of Firm or Corporation)

_____
(Signature)

By: _____
(Signature)

_____
(Title)

_____
(Title)

Note: *This certificate must be executed by an authorized officer of a corporation or by a member of partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute*

PAYROLL DEDUCTION AUTHORIZATION

This is authorization to the _____

_____ to deduct from my paycheck

$ _____ *. This is for item number:

REPAYMENT OF

1.	Loan	7.	Credit Union
2.	Retirement	8.	Profit Sharing
3.	Advance on Wages	9.	Donations to Agencies
4.	Savings	10.	Insurance Premiums
5.	Savings Bonds	11.	Union Dues
6.	Uniforms		

* This deduction is to be made:

CHECK APPROPRIATE BOX

☐ One time only

☐ Weekly

☐ Bi-Weekly

☐ For _____ weeks

☐ _____

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

* If the amount changes each week according to hours worked, please show the process used to arrive at the reported figure.

Example: 1% of gross

DISK FORMS
FILE AUTHRZTN

U. S. Department of Labor
Employment Standards Administration
Wage and Hour Division

Payroll

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the information unless it displays a current valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	OMB No. 1215-0149 Expires 03/31/2003
PAYROLL NO / FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRAACT NO

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) WITHHOLDING EXEMPTIONS	(3) WORK CERTIFICATION		(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instruction searching existing data sources gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding the estimates are any other aspects of this collection of information, including suggesting for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution, Avenue, N.W., Washington, D.C. 20210

Date_____

I,_____, _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the person employed by

_____ on the
(Contractor or Subcontractor)

_____, that during the payroll period commencing on the
(Building or Work)

_____day of_____, _____, and ending the_____, day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3(29 CRF Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Sat. 967; 76 Stat. 357; 40 U S C 276 c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determined incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed:

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, united States Department of Labor, or if no such recognized agency exists in a Sate, are registered with the Bureau of Apprentices and Training, United States Department of Labor

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rate paid to each labor or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 (c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFULFALSIFICAITON OF ANY ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

*U S G P O 1997 519 861

WAGE SCALE /PAYROLLS

General

This project is receiving assistance in part or totally from federal (CDBG, HOME, FTA, ect.) funds. Federal Labor Standards Provisions require that any government subdivision shall ascertain the prevailing wage rate for the locality on which the work is to performed.

The Contractor and subcontractor are required to keep an accurate record of the names and occupations of all persons employed by him and to show the actual per diem wages paid to each worker. These records must be open to the inspection of the City.

Payrolls

The Contractor will submit weekly a copy of all payrolls to the City. The copy shall be accompanied by a statement signed by the employer or agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and the classification set forth for each laborer or mechanic conforms with the work performed.

Prevailing Wage Rates

The following rates are prevailing wages for Galveston County to be paid to these laborers and mechanics/air tool men, asphalt shovelers, etc. employed by contractors and/or subcontractors on construction work. The rates have been determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C.327-223) applicable to overtime compensation.

WAGE DECISION : TX20190062+1 Modifications

****This wage decision is subject to change prior to the Bid Opening. This office must be notified at least 10 days prior to bid opening in order that the most recent wage decision can be verified.****

"General Decision Number: TX20190062 10/04/2019

Superseded General Decision Number: TX20180094

State: Texas

Construction Type: Heavy

County: Galveston County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines
(Does Not Include Flood Control)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	10/04/2019

* SFTX0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 29.53	21.27

SUTX2005-021 08/05/2005

HEAVY Including Water and Sewer Lines (Excluding Flood Control)

	Rates	Fringes
Carpenter	$ 14.38	
Cement mason/concrete finisher	$ 11.37	1.13
Electrician	$ 18.40	1.34
FORM BUILDER/FORM SETTER	$ 13.35	1.17
IRONWORKER, REINFORCING	$ 11.29	
Laborers:		
Common	$ 10.70	
Landscape	$ 7.35	
Mason Tender Cement	$ 9.96	
Pipelayer	$ 10.07	
PIPEFITTER	$ 17.00	0.04
Power equipment operators:		
Excavator	$ 16.74	

Backhoe	$ 13.25	
Bulldozer	$ 14.00	
Crane	$ 14.91	0.58
Front End Loader	$ 11.75	0.92
Grader	$ 12.20	1.48
Tractor	$ 12.38	1.51
TRUCK DRIVER	$ 12.28	0.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CITY OF GALVESTON – BID # 20-009
ADDENDUM No. 1
Wright Cuney Park Playground

Date: December 10, 2019

To: Prospective Bidders

Subject: Addendum No. 1
Bid Closing Date

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Bid Closing Date: 10:00 A.M.(CST), Monday, January 13, 2019

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature

1-10-2020
Date

Nancy Santibanez
Printed Name

fun abounds, Inc.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

Date: December 12, 2019

To: Prospective Bidders

Subject: Addendum No. 2
Bid Closing Date

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Bid Closing Date: 10:00 A.M.(CST), Monday, January 13, 2020

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	1-10-2020 **Date**
Nancy Santibanez **Printed Name**	fun abounds, Inc. **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

Date: December 19, 2019

To: Prospective Bidders

Subject: Addendum No. 3
Additional Information and Site Overhead View

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Requirements to Site and Structure:

Coastal Package or similar, all stainless-steel fasteners, or hot dip zinc

Contractor Requirements:

Architectural design is removed from the requirements.

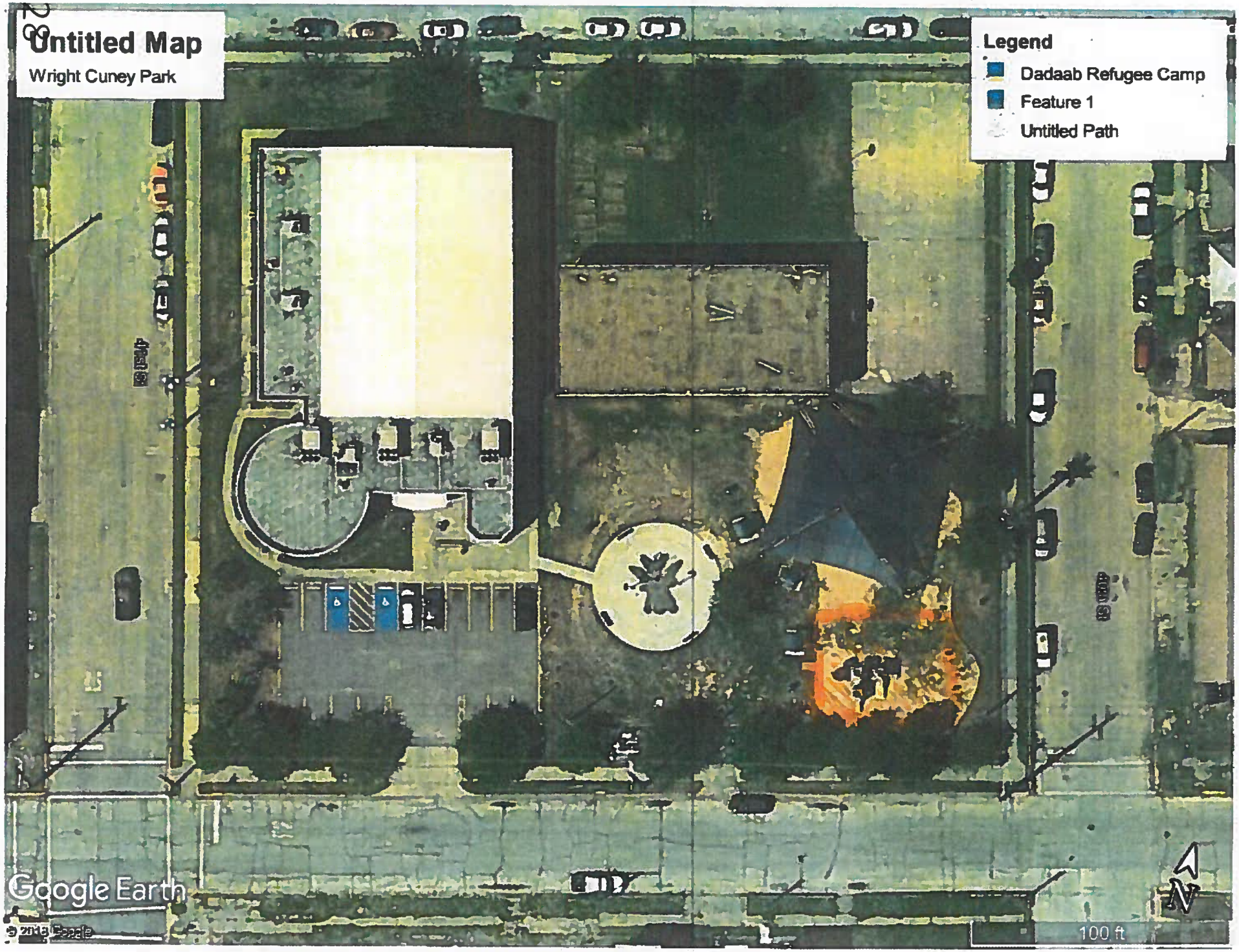
Stamped Engineered drawings is now add alternate on the pricing form. This is only if required by the City's Engineering Department.

Site Overhead View is on the following page.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	1-10-2020 **Date**
Nancy Santibanez **Printed Name**	fun abounds, Inc. **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID


Untitled Map
Wright Cuney Park
Legend
Dadaab Refugee Camp
Feature 1
Untitled Path
Google Earth
100 ft
N

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or allitems.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting	$ 1,555.00	$ 1,555.00
2	1	Mobilization, Demobilization	$	$
3	1	Site Preparation	$	$
4	1	Upright Installation	$ 6,448.16	$ 6,448.16
5	1	Playground Platform and Components Installation	$ 30,326.00	$ 30,326.00
6	1	Playground Border and Surface Installation	$	$
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ 38,329.16	$ 38,329.16
Add Alternate	1	Stamped Engineered Drawings	$ 3,500.00	$ 3,500.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/2020

Authorized Representative (signature): _____ Title: President

CITY OF GALVESTON – BID # 20-009
ADDENDUM No. 4
Wright Cuney Park Playground

Date: January 6, 2020

To: Prospective Bidders

Subject: Addendum No. 4
Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions and Answers:

Do we need to supply borders and EWF for San Jacinto and Wright Cuney Park? EWF and borders will be required for San Jacinto. EWF and borders will not be required for Wright Cuney. If not, what will we need to provide? The fall zone area at Wright Cuney should be at an elevation that will allow for the installation of an appropriate depth of loose-fill/EWF material

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature | 1-10-2020 **Date**

Nancy Santibanez
Printed Name

fun abounds, Inc.
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

"creating playground memories filled with fun"

References:

City of Victoria

Danielle Williams
Assistant Director
Phone: 361-485-3200
dwilliams@victoriatx.org
Sales and installations including playground, splash pad, surfacing, and site amenities

City of West University

Susan White
Assistant Director
Phone: 713-662-5367
SWhite@westutx.gov
Sales and installations including playground, surfacing, and site amenities

City of Rosenberg

Darren McCarthy
Director of Parks and Recreation
Phone: 832-595-8960
darren.mccarthy@rosenbergtx.gov
Sales and installations including playground, surfacing, and site amenities

playground memories filled with fun"

Timeline

From date of Order to Completion

6 weeks of manufacturing time and delivery of goods

2 weeks for installation

Total project duration 42 days.

*will agree to these terms weather permitting

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 1-10-2020
Bidder (Legal Name of Firm): fun abounds, Inc.
Date Organized:
Name of Owner(s): Leigh Walden
Address : 114 Venice St. Sugar Land, TX 77478

Date Incorporated 05-06-2013
Federal ID Number: 36-4766562
Number of Years in contracting business under present name All
List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount $	Completion Date
See Attached. WIP		

Type of work performed by your company: Playground, Site Amenities, Surfacing Installation to new or existing areas.

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
7

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
See Attached Lists		

Major equipment available for **this** contract: all available, w house

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.))

Are you a Section 3 business? (see below) ☐ Yes ☒ No
Section 3 Business Concerns:
a) Businesses that are 51 percent or more owned by Section 3 residents;

b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

Bank References
Address: 2700 S. Price Rd. Contact Name: Odasha Dennis
City & State: Chandler, AZ Zip: 85286 Phone Number: 480-724-2754
Credit available: $ 725,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 10 day of January, 2020.

Nancy Santibanez
Signature

Nancy Santibanez, Office Manager
Printed Name and Title

fun abounds, Inc.
Company Name

Notary Statement:
Nancy Santibanez, being duly sworn, says that he/she is the office manager Position/Title of fun abounds (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of Fort Bend in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 10th day of January, 2020.

Notary Public
Signature
Giselle Ozuna
Printed Name
My Commission Expires: 05/20/2020

GISELLE OZUNA
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 5/20/2020
NOTARY ID 13066915-0

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

Project	Amount
Red Elementary	$65,000.00
Bridgeland	$133,714.00
Cedar Park	$133,714.00
Skeeter's Stadium	$15,000.00
City of Houston - Discovery Green	$6,000.00
First Colony Community Assoc.	
Austin Colony	$75,000.00
Lakefield	$180,000.00
Cedar Bayou	$35,000.00
Pecan Lakes	$6,000.00
Willow Creek	$15,000.00
Signorelli	$16,650.00
City of Nederland	$12,143.00
Ricardo ISD	$22,365.00
City of Bay City	$20,605.00
River Ranch	$33,517.00
City of Galveston - Lindale Park	$65,498.00
	$835,206.00 Total WIP

www.fabplaygrounds.com
114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

creating playground memories filled with fun

Projects - (Short list of large projects over the years)

2009 -	Blue Ridge West MUD – 1st project	- $185,430
2010 -	City of Pasadena	- $697,080
2011 -	Silverlakes HOA	- $360,000
2012 -	Skeeters/Constellation Field	-$525,000
2013 -	Woodlands	-$280,000 (equipment only)
	Kids R Kids	-$185,000
2014 -	FB MUD #124	-$389.000
2015 -	City of Victoria	-$237,594
	Lil Rascals	-$193,000
	South San Antonio ISD	-$422,764
2016-	City of Victoria	-$735,384
	City of Houston	-$161,000
	South San Antonio ISD	-$159,780
	Round Rock ISD	-$891,245
2017-	City of Liberty	-$305,275
	City of Victoria	-$186,722
	Spring Creek Oaks	-$141,824
	SCS Management	-$176,569
	South San Antonio ISD	-$216,830
	InfoMark	-$227,873
2018-	City of Galveston	-$216,865
	City of Houston – multiple	-$150,000
	The Learning Experience	-$139,294
2019-	City of Victoria	-$500,000
	Beren Academy	-$730,000
	Idea ISD	-$560,000
	BJ's Park and Rec	-$360,000
	Northshore Park	-$350,000

We are a 7+million dollar company and have multiple other projects with an equipment value of $50-$175,000. We have consistently sold over 1 million in playground equipment since signing on with Burke in 2014. We have planned several acre + parks from scratch that include soccer, baseball, pavilions, restrooms, walking paths, and playgrounds.

114 Venice St., Sugar Land, TX. 77478 855-abounds Fax 281-265-0043
info@fabplaygrounds.com

CONFIDENTIAL

06/11/19
Accrual Basis

fun abounds
Balance Sheet
As of December 31, 2018

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	
Iberia Bank 9067	8,054.15
THIRD COAST 6605	7,651.45
WF 1228 SAVINGS	4,617.21
WF 7151 CHECKING	83,208.48
Total Checking/Savings	103,531.29
Accounts Receivable	
ACCOUNTS RECEIVABLE	2,016,872.68
Total Accounts Receivable	2,016,872.68
Other Current Assets	
DUE FROM 114 VENICE HOLDINGS	86,156.50
Total Other Current Assets	86,156.50
Total Current Assets	2,206,560.47
Fixed Assets	
ACCUMULATED DEPRECIATION	-10,340.63
FURNITURE & EQUIPMENT ASSETS	10,340.63
Total Fixed Assets	0.00
TOTAL ASSETS	**2,206,560.47**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
ACCOUNTS PAYABLE	1,271,071.00
Total Accounts Payable	1,271,071.00
Credit Cards	
CHASE AMAZON CC 9034	116.02
HILTON HONORS AMEX CC 5-61008	154.09
SOUTHWEST CC 7363	21,921.50
WF CC 3046	2,215.93
Total Credit Cards	24,407.54
Other Current Liabilities	
PAYROLL LIABILITIES	-9.89
SALES TAX PAYABLE	53,592.68
Total Other Current Liabilities	53,582.79
Total Current Liabilities	1,349,061.33
Long Term Liabilities	
THIRD COAST LOC 61770	89,975.92
Total Long Term Liabilities	89,975.92
Total Liabilities	1,439,037.25
Equity	
ADDITIONAL PAID IN CAPITAL	527.00
COMMON STOCK	1,000.00
OWNERS DRAW	-287,484.66
OWNERS EQUITY	140,052.76
Net Income	913,428.12
Total Equity	767,523.22
TOTAL LIABILITIES & EQUITY	**2,206,560.47**

CONFIDENTIAL

06/11/19
Accrual Basis

fun abounds
Profit & Loss
January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
AWARD BONUS INCOME	2,000.00
COMMISSION INCOME	8,280.62
FREIGHT INCOME	384,649.46
INSTALLATION INCOME	1,430,521.45
REIMBURSEMENT INCOME	65,109.43
SALES INCOME	5,948,419.29
Total Income	7,838,980.25
Cost of Goods Sold	
COST OF GOODS SOLD	4,474,534.77
FREIGHT COGS	317,019.83
INSTALLATION LABOR INCOME	1,216,791.81
Total COGS	6,008,346.41
Gross Profit	1,830,633.84
Expense	
1099-MISC	76,400.00
ADVERTISING & PROMOTION	48,136.48
AUTOMOBILE EXPENSES	14,689.07
BANK CHARGES	6,364.81
BIDDING FEE	70.00
BOND EXPENSES	16,475.00
CHARITABLE CONTRIBUTIONS	1,204.64
COMMISSIONS EXPENSES	236,654.17
Credit Card Processing	-142.58
DEPRECIATION EXPENSES	2,337.11
DUES & MEMBERSHIP EXPENSES	30,886.98
GIFTS GIVEN	6,720.90
INSURANCE EXPENSES	16,437.65
LOAN EXPENSES	7,464.65
MEALS & ENTERTAINMENT	10,586.01
MISCELLANEOUS EXPENSES	44.60
OFFICE EXPENSES	113,571.61
PAYROLL EXPENSES	151,814.86
PERMIT EXPENSES	150.00
POSTAGE & DELIVERY EXPENSES	4,407.47
PROFESSIONAL EXPENSES	52,059.73
STORAGE EXPENSES	3,705.00
SUSPENSE	34,106.64
TAXES	6,507.07
TOOLS & EQUIPMENT EXPENSES	553.00
TRADE SHOW EXPENSES	50,167.90
TRAVEL EXPENSES	21,907.46
UNIFORMS	751.62
UTILITIES	3,185.89
Total Expense	917,217.74
Net Ordinary Income	913,416.10

CONFIDENTIAL

06/11/19
Accrual Basis

fun abounds
Profit & Loss
January through December 2018

	Jan - Dec 18
Other Income/Expense	
Other Income	
INTEREST INCOME	1.04
TIMELY FILING CREDIT	10.98
Total Other Income	12.02
Net Other Income	12.02
Net Income	**913,428.12**

138

creating playground memories filled with fun

Thank you for allowing us
to present this proposal to you.

We would love the opportunity to

"create playground memories filled with fun"

For

City of Galveston
Wright Cuney Playground
Bid:20-009

114 Venice, Sugar Land, TX 77478
855-abounds / Fax 281-265-0043
lindsay@fabplaygrounds.com
www.fabplaygrounds.com

City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 28TH Street Galveston Texas 77550
409-797-3700

January 13, 2020

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

From: Mario Rabago, Director of Parks and Recreation

RE: Consider for Approval the Bid from Fun Abounds for Bid Reference Number 20-010 San Jacinto Park Playground. Authorizing the City Manager to Execute all Necessary Documents upon Final Approval by the City Attorney.

I. Background

A. In June 2019 City Council approved the reallocation of Community Development Block (CDBG) funds (Program Years 2011-2018) for improvements to the Parks and Recreation Departments recreation centers and parks that are located in low-moderate income neighborhoods.

B. San Jacinto Park 1100 block of 21st Street is located in a low-moderate income neighborhood and is eligible for CDBG funding.

C. San Jacinto Park is located on property that is owned by GISD.

D. The City of Galveston and GISD have an existing inter-local agreement that addresses the installation, upkeep and replacement of playground equipment at San Jacinto Park.

E. San Jacinto Park existing amenities include a 16-year old traditional playground that was purchased, installed and has been maintained by the City of Galveston. The playground is showing signs of nearing the end its projected life expectancy.

F. Replacement of the 16-year old playground at San Jacinto Park was identified as an amenity that will fulfill a need and benefit the community.

G. If approved, the City of Galveston will continue to upkeep and maintain the replacement playground and playground fall zone.

H. On December 9, 2019 Bid #20-010 was advertised for the installation of a new playground "coastal package" equipped to replace the existing 16-year old playground at San Jacinto Park.

I. City staff opened the bids on January 13, 2020.

J. Bid amounts were;

- **Fun Abounds** - $121,606.81, Add Alternate Engineering $3,500 = **$125,106.81**
- **Kraftsman** - $208,959.25, Add Alternate Engineering $1,820 = **$210,779.25**
- **Kompan** - $226,673.53, Add Alternate Engineering $2,000 = **$228,673.53**
- **Immaculate** - $265,551.79, Add Alternate Engineering $4,170 = **$269,721.79**
- **Playwell** - $304,791.39, Add alternate Engineering $2,000 = **$306,791.39**
- **Miracle** - $337,524.00, Add Alternate Engineering $ 2,500 = **$340,024.00**
- **W&R** - $341,500.00, Add Alternate Engineering $7,500 = **$349,000**

2222 28TH Street Galveston Texas 77550
409-797-3700

II. Current Situation

A. Staff evaluated the bids and determined that Fun Abounds is the lowest, responsible, responsive bidder.
B. Staff is recommending City Council to approve the bid from Fun Abounds to install a new Playground at San Jacinto Park in the amount of $125,106.81.
C. The project includes but is not limited to site work, installation of an engineered wood fiber safety zone and installation of a New Playground.
D. The project will be funded with CDBG funds and will be in compliance with all HUD, CDBG and City of Galveston regulations.
E. The completion date for the project is scheduled for March 20, 2020.

III. Alternatives in order of priority

A. Accept the bid from Fun Abounds to install a new playground at San Jacinto Park in the amount of $125,106.81 and a Contingency Amount of $12,510.69 for a **Total of $137,617.50.**
B. Do not accept the bid from Fun Abounds to install a new Playground at San Jacinto Park.

IV. Recommendation

Concur with alternative A. and accept the bid from Fun Abounds for the installation of a new playground at San Jacinto Park.in the amount of $125,106.81 and a Contingency Amount of $12,510.69 for a **Total of $137,617.50**

V. Fiscal Impact Report

Requested by:	Mario Rabago Director of Parks and Recreation
Funding Source:	Community Development Block Grant $137,617.50 (Banner code 1444-915325)
Construction Costs	$125,106.81
Contingency Allowance 10%	$12,510.69
Total Cost with 10% Contingency Not to Exceed $137,617.50	

Respectfully Submitted,

Mario Rabago
Director of Parks and Recreation
City Manager

Accepted,

Brian Maxwell
City Manager

CONTRACT FOR CONSTRUCTION SERVICES
SAN JACINTO PARK PLAYGROUND

This Contract (the "Contract") is made and entered into this _____ day of January, 2020, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **fun abounds, Inc.,** a Company, located at **114 Venice Street, Sugar Land, Texas 77478**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with playground installation within the City of Galveston ("City") and fun abounds, Inc. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

San Jacinto Park Playground

Bid # 20-010

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. SCOPE OF SERVICES: Company will provide supplies and services (the "Work**"**) to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.

2. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

5. TERM: Due to the nature and extent of the Project, the Work is expected to be completed on, or before March 20, 2020, unless sooner terminated under the terms set forth herein. Company is required to notify the City of Galveston, as soon as it is known to the Company, if work will exceed the deadline.

6. LIQUIDATED DAMAGES: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of $250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty-one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

(a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or

(b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. BONDS: Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds $100,000.00 for a performance bond and $50,000.00 for a payment bond. If the contract price does not exceed $100,000.00 or $50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. COMPENSATION: The City shall compensate Company for the Work at the agreed upon ***not-to-exceed amount of One Hundred Twenty-five Thousand, Six Hundred Six Dollars and eighty-one cents.*** **($125,106.81)**. 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 114 Venice Street, Sugar Land, Texas 77478. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
   $2,000,000 general liability (includes products and personal, etc.)
   $1,000,000 fire damage
   $1,000,000 automobile damage
   $500,000 workers compensation employers' liability
   Statutory limits for workers compensation
   Insurance coverage shall be on an "**occurrence basis**"

17. TERMINATION: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In addition, the City shall have as its option the ability to terminate this agreement for any reason, upon giving ten (10) days' notice of such cancellation. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage,**

liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for San Jacinto Park Playground within the City of Galveston, Texas in Exhibit A constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

fun abounds, Inc.
114 Venice Street
Sugar Land, Texas 77478

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

By: _____
Brian Maxwell, City Manager

fun abounds, Inc.

By: _____
Leigh Walden, President

ATTEST:

_____
Janelle Williams, City Secretary

APPROVED AS TO FORM

_____
City Attorney

BY EXECUTION OF THIS AGREEMENT, fun abounds, Inc. ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
§
_____ COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared **_____of fun abounds, Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

_____
Notary Public in and for
The State of Texas

EXHIBIT A

fun abounds

creating playground memories filled with fun

A Presentation For...

CITY OF GALVESTON
1839
TEXAS

City of Galveston
Bid Reference Number: 20-010
San Jacinto Playground

Contact: Lindsay Bowerman

2

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting	$ 2,690.00	$ 2,690.00
2	1	Mobilization, Demobilization	$	$
3	1	Site Preparation	$	$
4	1	Upright Installation	$ 15,113.27	$ 15,113.27
5	1	Playground Platform and Components Installation	$ 86,720.90	$ 86,720.90
6	1	Playground Border and Surface Installation	$ 17,082.64	$ 17,082.64
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ 121,606.81	$ 121,606.81
Add Alternate	1	Stamped Engineered Drawings	$ 3,500.00	$ 3,500.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/20

Authorized Representative (signature): Title: President

creating playground memories filled with fun

fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
1/3/2020	5398

Lindsay Bowerman
Business Development Manager
lindsay@fabplaygrounds.com
832-808-1537

We are pleased to provide this estimate for

City of Galveston
San Jacinto Playground

Ship to:

Rep	Terms	Project
LB	Net 30	San Jacinto Park

Item	Description	Qty	Rate	Total
Burke	BCI Burke Custom Playground See drawing 125-125983-2 Modern Playgroung Including: Slides – minimum 2ea. Sliding Pole – minimum 1ea. Climbing Elements – minimum 6ea. Spinners – minimum 2ea. multiple age groups Stand Alone Large Climbing Net Structure – minimum 1ea. Interactive Panels – minimum 3ea. Swing Set – one bay with multiple user inclusive swing		74,486.00	74,486.00
APS-Border12"	12" APS Playground Border with Surfacing Guide and 1 spike	72	35.00	2,520.00
APS ADA HALFRAMP	ADA Half Ramp (for use with 8" or 12" timbers)	2	500.00	1,000.00
Installation	Installation		19,501.50	19,501.50
Freight	Freight of above equipment		5,860.87	5,860.87

Thank you for allowing us to submit this proposal.

Subtotal	
Sales Tax.	
Total	

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

We are proud of a job well done and may spotlight your project on our website or FaceBook. If we do not have your permission to do so, please notify us. Thank you!

3

creating playground memories filled with fun

fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
1/3/2020	5398

Lindsay Bowerman
Business Development Manager
lindsay@fabplaygrounds.com
832-808-1537

We are pleased to provide this estimate for

City of Galveston
San Jacinto Playground

Ship to:

Rep	Terms	Project
LB	Net 30	San Jacinto Park

Item	Description	Qty	Rate	Total
EWF Over 50yd	EWF - Engineered Wood Fiber installation and geo textile included (Over 50yds)	239	47.33322	11,312.64
EWF - Freight	Freight (Truck Load 85 yds)	3	750.00	2,250.00
Coastal Package	Coastal Package		1,985.80	1,985.80
Bonding Cost	Bonding Cost		2,690.00	2,690.00
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 60 days.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	
Sales Tax.	
Total	

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

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4

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114 Venice
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855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
1/3/2020	5398

Lindsay Bowerman
Business Development Manager
lindsay@fabplaygrounds.com
832-808-1537

We are pleased to provide this estimate for

City of Galveston
San Jacinto Playground

Ship to:

Rep	Terms	Project
LB	Net 30	San Jacinto Park

Item	Description	Qty	Rate	Total
Nondisclosed underground	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3% service fee.		0.00	0.00
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	$121,606.81
Sales Tax.	$0.00
Total	$121,606.81

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature _____

We are proud of a job well done and may spotlight your project on our website or FaceBook. If we do not have your permission to do so, please notify us. Thank you!

5

BID BOND

THE STATE OF TEXAS

SURETY'S NO. 364569

KNOWN ALL MEN BY THESE PRESENT, THAT Fun Abounds, Inc.

of the City of

Sugar Land **, County of** Fort Bend **, and State of** Texas

as Principal, and Merchants Bonding Company (Mutual)**, as Surety,**

Are held and firmly bound unto the City of Galveston, Texas, a home rule municipal corporation of Galveston County, Texas, as Obligee, in the amount of:

One hundred twenty two thousand seven hundred seventy seven dollars and 56/100

(written amount); ($ 122,777.56 **),**

DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid to enter into a certain written contract with the Obligee for:

LEGAS DR. BULKHEAD

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall faithfully enter into such written contract, then this bid bond shall be void; otherwise this bid bond shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Galveston County, State of Texas.

IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This 9th **day of** January **2019.** 2020

Fun Abounds
Principal

By _____

Address 114 Venice Street

Sugar Land, Texas 77478

Merchants Bonding Company (Mutual)
Surety

By _____

Address PO Box 14498

Des Moines, Iowa 50306-3498

APPROVED AS TO FORM:

_____
Office of the City Attorney

NOTE: Attach Power of Attorney

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

Bond No.: 364569

KNOW ALL MEN BY THESE PRESENTS, that we Fun Abounds, Inc.

114 Venice Street, Sugar Land, TX 77478
as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, Iowa 50306-3498

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Galveston

PO Box 779, Galveston, TX 77553
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars ($ 5 %),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Install playground equipment at San Jacinto Park

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of January 2020 XXX

Fun Abounds, Inc.

Lindsay Bowman (Witness)

(Principal) (Seal)

Leigh Walden (Title) President

Debbie Buckman (Witness)

Merchants Bonding Company (Mutual)

(Surety) (Seal)

(Title)
William E Hodgkins Attorney-in-Fact

AIA DOCUMENT A310 • BID BOND • AIA® • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON D.C. 20006

Bond #: 364569

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

William E Hodgkins

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of January, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 9th day of January, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of January, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (3/17)

City of Galveston

INVITATION TO BID

Bid Reference Number: 20-010

Project Title: San Jacinto Park Playground

Bid Closing Date: 11:00 A.M.(CST), Monday, January 11, 2019

Original and one (1) copy and one media source required.
No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at purchasing@galvestontx.gov or 409-797-3579.

TABLE OF CONTENTS

Table of Contents ..... Pages 1 & 2

Invitation to Bid
(1) Introduction ..... Page 3
(2) Contact Information ..... Page 4
(3) General Information ..... Page 4
(4) ITB Withdrawals and / or Amendments ..... Page 4
(5) Estimated Quantities ..... Page 4
(6) Bid Submittal Requirements ..... Page 4
(7) Bid Evaluation and Contract Award ..... Page 6
(8) Declaration of Policy ..... Page 8

Appendix A – Bid
(-) Label Format for Submittal Packet's Sealed Envelope ..... Page 10

I. Required Bid Information:
(1) Proposed Products and / or Services ..... Page 11
(2) Cost of Proposed Products and Services ..... Page 11
(3) Bidder's Experience / Staff ..... Page 11
(4) References ..... Page 12
(5) Trade Secrets and / or Confidential Information ..... Page 13
(6) Federal, State and / or Local Identification Information ..... Page 13
(7) Cooperative Governmental Purchasing Notice ..... Page 13
(8) Term of Contract and Option to Extend ..... Page 13
(9) Emergency Business Services Contact Notice ..... Page 14

II. Contract Terms and Conditions:
(1) Delivery of Products and Services ..... Page 14
(2) Miscellaneous ..... Page 16
(3) Financial Responsibility Provisions ..... Page 18

Appendix B – Conflict of Interest Form ..... Page 20
Appendix C – House Bill 89 Verification Form ..... Page 22
Appendix D – Property Tax Statement ..... Page 23
Appendix E – Nepotism Statement ..... Page 24
Appendix F – Non-Collusion Statement ..... Page 25
Appendix G – Document 000435 ..... Page 26
Appendix H – No Intent to Submit Form ..... Page 27
Appendix I – ACH Form (this form is optional) ..... Page 28 & 29

Appendix J – Scope of Services

(1) Project Title ..... Page 30
(2) Scope of Services Contact ..... Page 30
(3) Special Conditions ..... Page 30
(4) Bid Evaluation Factors ..... Page 51
(5) Brand Manufacture Reference ..... Page 51
(6) Key Events Schedule ..... Page 51
(7) Scope of Services & Pricing Form ..... Page 52

Galveston, Texas
Invitation to Bid

1. Introduction

A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.

iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.

C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.

E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

4. ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.

B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Bid Submittal Requirements

A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 10 (ten) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.

D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.

E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.

F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 20-010 San Jacinto Playground**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Services.

I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Bid process without the express permission from the City's Purchasing Supervisor.

B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

   i. the purchase price;

   ii. the reputation of the bidder's goods or services;

   iii. the quality of the bidder's goods or services;

   iv. the extent to which the goods or services meet the municipality's needs;

   v. the bidder's past relationship with the municipality;

   vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;

   vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and

   viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.

C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.

D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.

E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.

G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.

H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

   i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
      a. Name, address and telephone number of the protestor.
      b. Identification of the solicitation or contract number and time.
      c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
      d. Identification of the issue (s) to be resolved and statement of what relief is requested.
      e. Arguments and authorities in support of the protest.
      f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
   ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

ii) The successful bidder violates any of the provisions of these specifications; or

iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or

iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

N. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory. In the event this clause is exercised, the amount of such payment shall constitute the basis for settlement.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.

C. Additionally, The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

✓ **Appendix A (pages _9_ through _18_) must be included in the bid submittal.**

✓ **Appendix B – G (pages_20_ through _26_) all forms must be complete and included in the bid submittal.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☑ Appendix B – Conflict of Interest
- ☑ Appendix C – House Bill 89 Verification
- ☑ Appendix D – Property Tax Statement
- ☑ Appendix E – Nepotism Statement
- ☑ Appendix F – Non-Collusion Statement
- ☑ Appendix G – Certification Regarding Debarment

✓ **Appendix J (pages_28_ through _53__) 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:	**20-010**
Project Title:	**San Jacinto Park Playground**
Submittal Deadline:	**Monday, January 13, 2019 @ 11:00 a.m. CST**

Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553

Bidder Information:

Bidder's Legal Name:	fun abounds, Inc.		
Address:	114 Venice St.		
City, State & Zip	Sugar Land, TX 77478		
Federal Employers Identification Number #	36-4766562		
Phone Number:	832-808-1537	**Fax Number:**	
E-Mail Address:	lindsay@fabplaygrounds.com		

Bidder Authorization

I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.

Printed Name and Position of Authorized Representative: Leigh Walden President or Nancy Santibanez, Office Manager

Signature of Authorized Representative: Nancy Santibanez

Signed this 10 (day) of January (month), 2020 (year)

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
		See Addendum Pricing Sheet	$	$
			$	$
			$	$
		TOTAL ALL LINE ITEMS	$	$

3. Bidder's Experience / Staff

A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 15 ; and the number of employees: 7 .

D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: City of Victoria	
Contact Name: Danielle Williams	Contact Title: Assistant Director
Phone: 361-485-3200	Email: dwilliams@victoriatx.org
Date and Scope of Services Provided: Playgrounds, installs and demos, new and rebuilds over the past 10 years.	

Reference #2:

Client / Company Name: City of Rosenberg	
Contact Name: Darren McCarthy	Contact Title: Director of Parks and Recreation
Phone: 832-595-3960	Email: darren.mccarthy@rosenbergtx.gov
Date and Scope of Services Provided: Sales and playgrounds, site amenities, installation over past 10 years.	

Reference #3:

Client / Company Name: City of West University	
Contact Name: Susan White	Contact Title: Assistant Director
Phone: 713-662-5367	Email: SWhite@westutx.gov
Date and Scope of Services Provided: Playgrounds, surfacing,site amenities, and installation over the past 10 years.	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid X (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: 1364766562200/496631.

B. Prime contractor HUB / MWBE registration number: 1364766562200/496631

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): 08-101-1433 _____.

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.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[X] Yes, Others can purchase **[ ] No, Only the City can purchase.**

8. **Term of Contract and Option to Extend: Any contract resulting from this ITB shall be effective until work has been completed to the satisfaction of 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: This section left intentionally blank.

B. Escalation Clause: This section left intentionally blank.

C. Price Increases Upon Extension: This section left intentionally blank.

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: fun abounds, Inc.

Contract #: 20-010 San Jacinto Park Playground

Description: San Jacinto Park Playground Installation

Primary Contact (Name): Leigh Walden

Primary Contact Phone Numbers: Home: _____ Cell: 281-793-8002

Secondary Contact (Name): Nancy Santibanez

Secondary Contact Phone Numbers: Home: 713-382-4833 Cell: 281-733-0516

After Hours emergency opening fee, if applicable: $ N/A

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.***

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.

E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.

F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either

Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of $250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of $250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.

I. Change Orders: per Texas Local Government Code
Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of $100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.

H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

K. Wage Rates: In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates shall be the minimum paid for labor employed on this project. If, however, Federal funds are used specified wage decisions will be listed as part of the overall bid document.

3. Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. Bond Requirements: If applicable, per the Scope of 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.

San Jacinto Playground
City of Galveston

January 06, 2020

Purchasing Department
City of Galveston
PO Box 779
Galveston, TX 77550

Dear Purchasing Department:

fun abounds is delighted to provide City of Galveston with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. fun abounds is confident that this proposal will satisfy City of Galveston's functional, environmental, and safety requirements - and most importantly, bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible. We look forward to continuing to develop a long-standing relationship with City of Galveston. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Lindsay Bowerman
fun abounds
114 Venice Street
Sugar Land, TX 77478

About fun abounds

Your local Burke Representative

fun abounds, established in 2007 to serve the park and recreation needs of Houston and Southeast Texas, is passionate about bringing a higher level of play to the communities we serve. We proudly represent some of the industry's top manufacturers that are known for quality and innovation, including BCI Burke Playgrounds, Berliner, USA Shade, Rubber Designs, MyTCoat Site Amenities, StayFit Fitness and Doggie Playsystems. For site planning, general contracting and installation, we've partnered with the area's best crew led by Tom Driscoll at Premier Outdoor Installation. Tom and his team match the passion that we have for play and together we focus on customer satisfaction.

fun abounds is here every step of the way to make certain that your playspace is everything you dreamed. From site analysis to design and installation to maintenance, our entire team is committed to excellence throughout each project and beyond. We are passionate about play and look forward to "creating playground memories filled with fun" for your community.

fun abounds℠

"creating playground memories filled with fun"

Testimonials

West University Place Susan White -SWhite@westutx.gov The city of West University Place has worked with fun abounds on numerous projects. Leigh Walden and her team of professionals are a pleasure to work with, and we have found their equipment, service and follow-up to be exemplary.

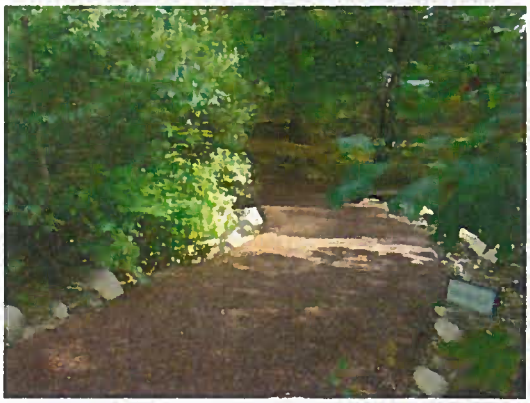
City of Friendswood James Toney -jtoney@ci.friendswood.tx.us I have worked with Leigh Walden and fun abounds for over 10 years on multiple park projects, with every project turning out perfect. I will always call Leigh and her team first when starting any new projects.

Brazos Bend Elementary PTO President, 2013-2015 Rebecca DeVeaux -rebecca@deveaux.cc I had the pleasure of working with Fun Abounds on the walking path for Brazos Bend Elementary. Leigh Walden and her team worked tirelessly to help me at every step to get this project completed. It was a long process through our MUD boards, which paid for the track, and the school district but Fun Abounds was patient and always there when I needed more information or documentation. The track itself is fantastic. The kids love walking on it and the staff and parents are thrilled with the safety of the material. No more cut and scraped knees and hands. No more twisted ankles from potholes in the concrete. We could not be more excited to have this new track for our kids. I know it will be there for many years. Thank you Leigh and Fun Abounds for all you did to help us. I would be proud to recommend you to any school wishing to make improvements to their facility.

Montessori Schools of Central TX 1302 S. 27th Street Temple, TX 76504 Dr. Jerry O'Donnell , 254-771-1116
If you are looking for exciting playground equipment that your children dream about, then you have come to the right company - Burke/fun abounds. We have used their equipment on two of our playground renovation projects, preschool and elementary, and are totally satisfied. More importantly, the children are eager and energized to climb, swing, stretch, and slide, using their gross motor muscles in new and healthy ways. I recommend them highly for their professionalism, expertise, and honoring their word.

Lago Vista Elementary School Playground Improvement Project
Nancy Jo Priddy sungirl30@hotmail.com
After two projects, I have formed a relationship with the representatives from Fun Abounds and Burke Playground Products. With their knowledge and innovation, they have provided us with the ability to improve and enhance our school's playgrounds. The result has been a pleasant and easy experience, from choosing appropriate equipment, to ordering and installing the final product. We have more projects coming in the future, and I consider fun abounds/Burke to be the only call I need to make.

"I will always call Leigh and her team first when starting any new projects."



PLAY THAT MOVES YOU®

Creating Play That Moves You requires dedication, research and a fierce passion for bringing a higher level of play to communities. The results are more than worth the effort. Products such as Novo® Playful Furniture and Taktiks® move us to design the best play environments for all. Taking play interaction to the next level is the Konnection™ Swing. There isn't a better way to connect on the playground - whether it's an adult and a child or two kids. The fusion of traditional and active-based play lays the foundation for an environment where everyone can develop physically, emotionally, socially and cognitively through play. It fosters opportunities for the types of experiences that bring communities together and move us in so many ways. Join Our Movement and see how you can bring a higher level of play to your community!

GET MOVING!

Burke's unique fitness offerings keep people of all ages moving! Our Intensity® and Nucleus® playgrounds feature a fusion of traditional and fitness-based play that engages children to move like never before. The ELEVATE® Fitness Course features challenging obstacles designed for healthy competition and fun for ages 5-12 or 13 plus. Our variety of fitness play options ensures everyone has the opportunity to reap the benefits of movement at any age and skill level.

MOVE YOUR MIND

Extensive research suggests that play provides tremendous developmental benefits to children. In fact, it's been said that children learn through play - it helps their brains and bodies develop. There's no such thing as too much of a good thing when it comes to play!

INTERACTIONS THAT MOVE US

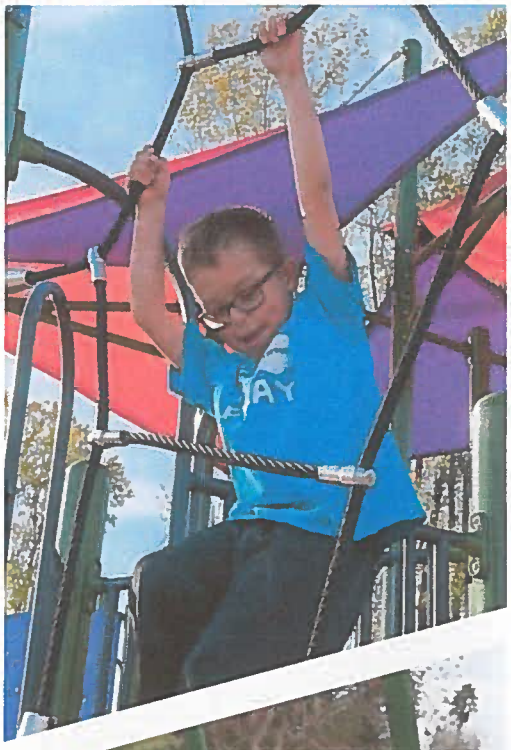
Play brings communities together and strengthens families and friendships. Burke's playgrounds provide amazing opportunities for kids to develop socially from playing independently at a young age, transitioning to parallel play and learning how to cooperatively play together as their development continues.

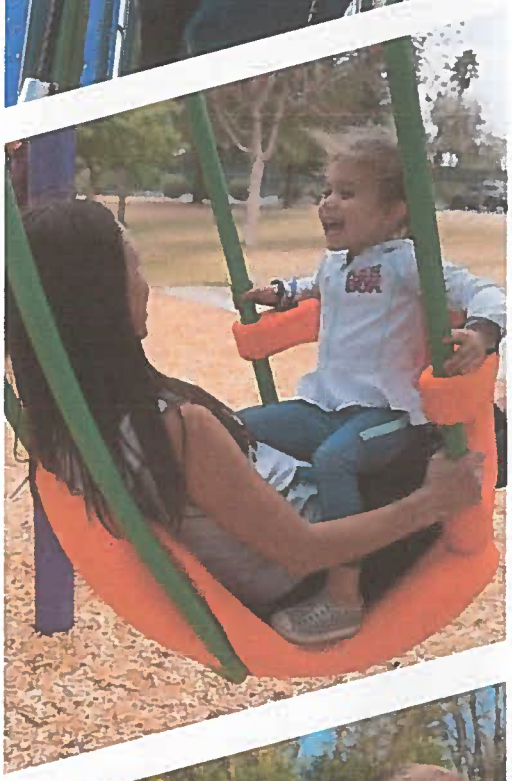
MOTION THAT MOVES YOU

Movement is essential to life and to play. Motion play creates movement for children of all abilities and assists with many developmental areas, including increased spatial awareness, inner ear stimulation and balance. Motion can be soothing to children with sensory processing differences and offers an exciting activity for everyone to enjoy.

PLAY THAT MOVES DEVELOPMENT

Play is an important part of a child's emotional development and it is often through play that they learn necessary skills such as patience and empathy. Play also helps children learn how to express and manage their feelings, which is the grounds for much of a child's future success and well-being.



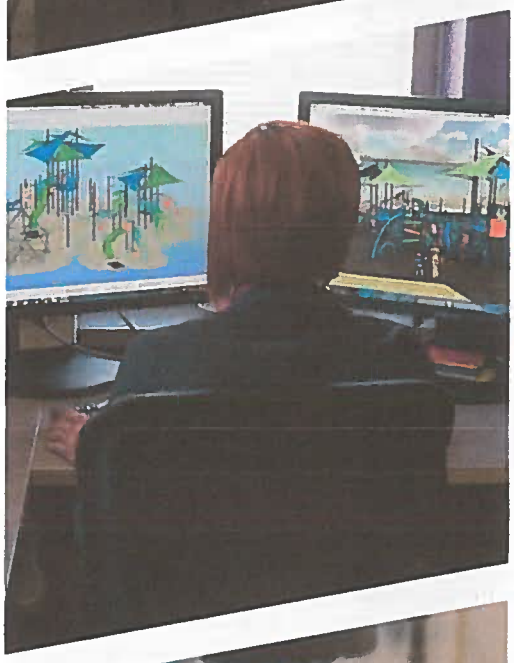


WORK THAT MOVES US

What we bring to work every day is more than just ourselves. Our ideas, craftsmanship and collaboration form our culture and help us bring a higher level of play to communities around the world.

HANDCRAFTED IN AMERICA'S HEARTLAND

Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.



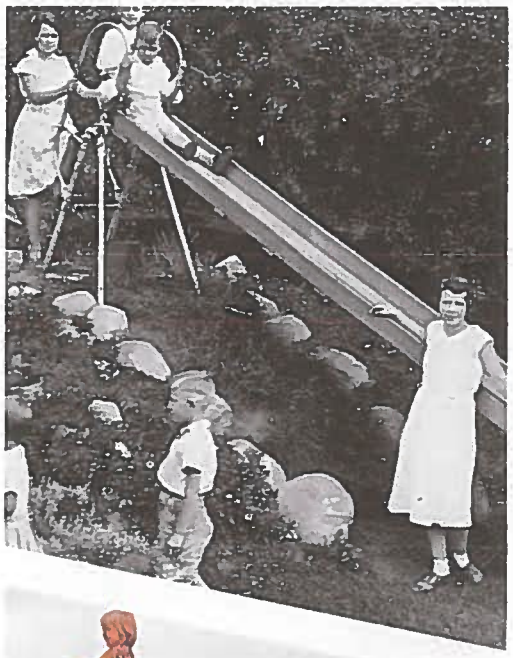
SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. Yes, a real-live person will answer your call and help to direct you to the proper person. We have factory-direct customer service representatives that are available to answer questions, help with replacements parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

We as Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! We are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!

BURKE'S HISTORY



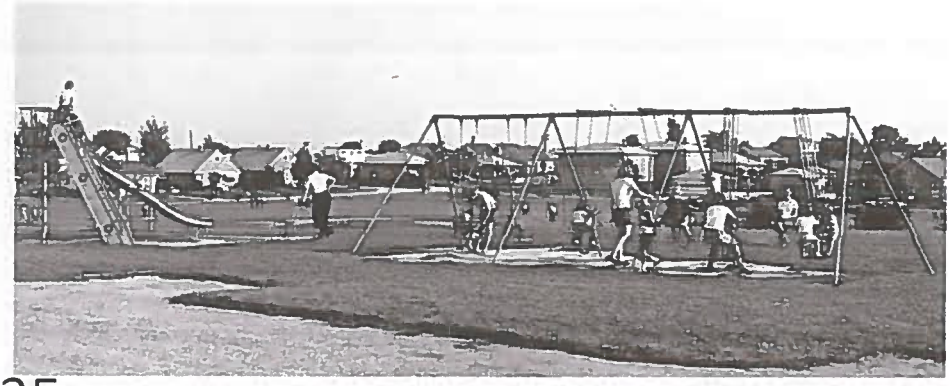
John Edward was a farmer in Fond du Lac, Wisconsin and farmed the land the Burke company headquarters stands on today. In 1920, he incorporated a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, Burke entered the playground industry! Soon playground products were the company's main focus and they introduced Swing King, a residential line of play equipment.

When World War II began, Burke, like many companies, changed their focus to the war effort. J .E. Burke, always an inventor, devised a self-contained ammunition cart that could be parachuted to army personnel. The Parachute, as it was suitably named, was also used to deliver food and medical supplies. The company's dedication earned special recognition, and in 1943, the J.E. Burke Company was awarded an Excellence in War Production citation. Over the next 40 years, the Burke family grew the business and began to add interesting color and material combinations. In 1972, Burke invented the original Funnel Ball® that became a staple on playgrounds across the country.

In the late 1990's, Greg Burke, grandson of founder J.E. Burke, determined it was time to find a successor to lead the business into the 21st Century. Tim Ahern became the president/CEO of Burke in 1997 and remained until 2015 when Incline Equity Partners invested in Burke and Michael Phelan became the new president/CEO.

Most recently, in May 2017, The Halifax Group joined Burke's management team as an investment partner to continue the company's growth plans. All design and manufacturing operations continue to be located in Fond du Lac, Wisconsin on the same plot of land where J.E. Burke founded the company nearly 100 years ago.

Burke remains committed to the original innovation, customer service and superior quality that sustained the company for generations. We are bringing play to the next level with our focus on "Play That Moves You" and innovating products that move all of us in so many ways.



BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM: Nucleus® and Voltage® feature our Industry-leading KoreKonnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM: Intensity, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Little Buddies® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

TAMPER-RESISTANT STAINLESS STEEL HARDWARE: All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-16: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-16 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.

FREE RESOURCES

NPPS SAFETY KIT

Burke truly gives you the most value for your money. As part of our Total Cost of Ownership Package, we offer value-added resources FREE with every playground structure purchase. The National Program for Playground Safety (NPPS) Playground Supervision Safety Kit helps supervisors and educators be prepared on the playground. Learn more at **bciburke.com/safety**.

CUSTOM MAINTENANCE KIT

To help maintain a safe, functioning playground we include a custom maintenance schedule, touch-up paint, graffiti remover and carrying case FREE with every playground structure purchase.

PLANNING & FUNDING TOOLS

We provide you with FREE tools to plan your playground from fundraising and design to installing a community build playground. At Burke, we understand the dedication and hard work it takes to raise the funds for playground equipment. That's why we created Funds for Fun, a direct donation fundraising program to help your organization raise the funds it needs for your new playground. We've also partnered with The School Funding Center to provide up-to-date grant information along with expert grant writing services. Learn more at **bciburke.com/funding**.

FREE FUNDRAISING TOOLS!

DESIGN SUMMARY

fun abounds is very pleased to present this proposal for consideration for the San Jacinto Playground located in Galveston. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Galveston. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: San Jacinto Playground
- Project Number: 125-125983-2
- User Capacity: 121
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 74' 1" x 67' 4"
- Designer Name: Tyler Hess

fun abounds has developed a custom playground configuration based on the requirements as they have been presented for the San Jacinto Playground playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 125-125983-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the San Jacinto Playground playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

Proposal # 125-125983-2

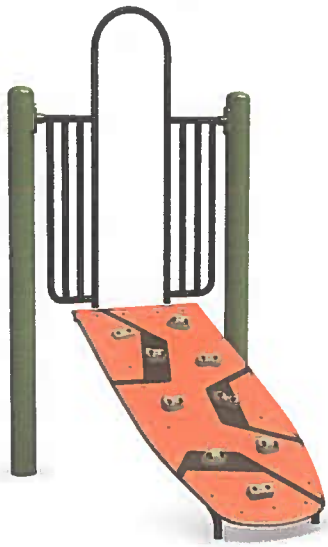
San Jacinto Playground fun abounds

Burke

FEATURED PLAY EVENTS

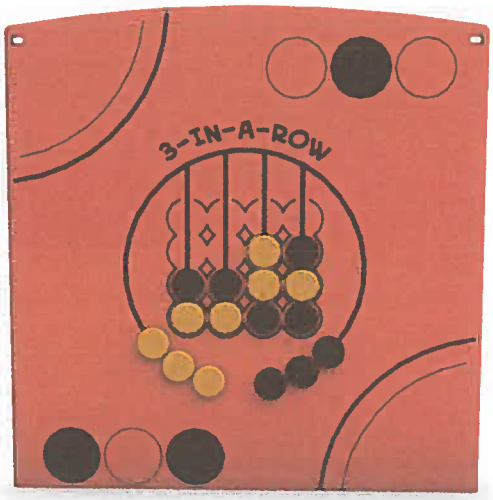
Luge™ Slide

With the Luge Slide, kids can race each other down while developing social skills and increasing coordination.



Ascend Climber

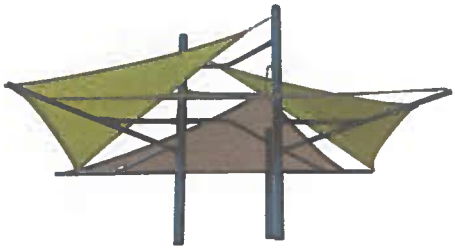
The experience of climbing helps children build their confidence, resiliency and cooperative skills and helps them stay physically active, an important aspect in current and future health!



3-In-A-Row Panel

Play panels offer opportunities for all children to develop skills, have fun and spend time learning outside.
3-In-A-Row is a way to bring games to the playground and teach cooperation.

FEATURED PLAY EVENTS



Ara Square Shade

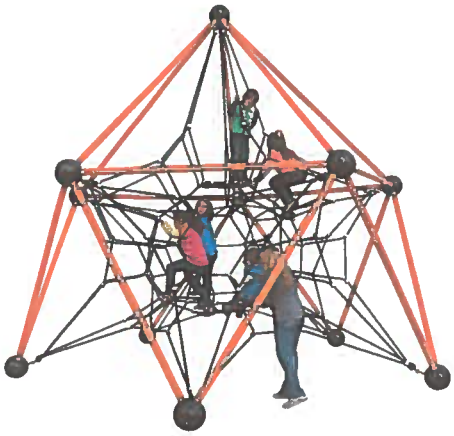
The Ara Shade System provides protection from the sun with 97% UV screen protection and is designed to withstand up to 90mph winds. The addition of Ara can change the entire look of the space and elevate the design to a whole new level!

Volito

Kids love to swing and with Volito, the whole group can swing together. The large disc-like seat is perfect for children of all abilities to interact and develop improved balance and posture.

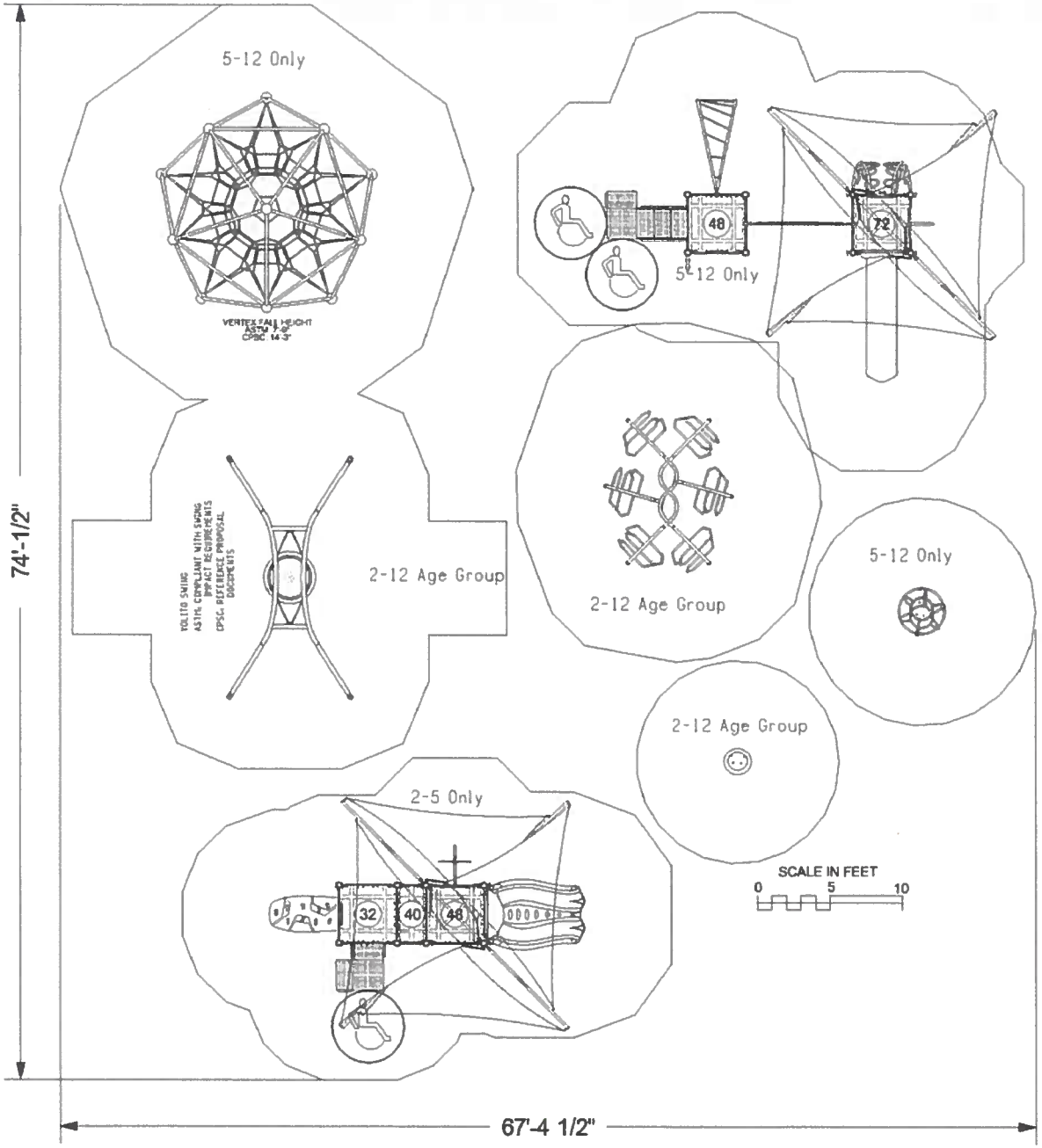
KidForce Spinner

The KidForce Spinner provides an exciting motion element on any playground. Using their own weight and momentum, children can spin these unique seats in 360° circle.



RopeVenture® Vertex

Create a true adventure with RopeVenture! Children can define their own climbing experience on this awe-inspiring rope system and create new routes every time they play!



INFORMATION

MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL

AREA

3161 SQ.FT.

PERIMETER

539 FT.

STRUCTURE SIZE

74' 1" x 67' 4"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
- ☒ 2-5 YEAR OLDS
- ☒ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS

NSF Registered to ISO 9001

NSF Registered to ISO 14001

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION — PUBLIC PLAY EQUIPMENT — IPEMA CERTIFIED TO ASTM F1487

To verify product certification, visit www.ipema.org

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	18	
NUMBER OF ELEVATED PLAY EVENTS:	11	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQ'D: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 8	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 6
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 7	REQ'D: 4
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 4	REQ'D 3

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

Burke

SERIES: Basics, Nucleus

SITE PLAN

DRAWN BY: Tyler Hess

San Jacinto Playground

823 Rosenberg Street

Galveston, TX 77550

January 06, 2020

fun abounds

125-125983-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

ITEM	COMP.	DESCRIPTION
1	270-0050	8" CLOSURE PLATE
2	270-0112	UNITARY ENCLOSURE
3	270-0130	SQUARE PLATFORM
4	270-0290	HALF PLATFORM
5	370-0037	ASCEND ROCK CLIMBER, 32"-40"
6	370-0154	SLIDING POLE 56"-72"
7	370-0446	LINKING RING CLIMBER 32"-48"
8	370-0552	CENTER MOUNT TWIST N' TURN
9	370-0718	TRANSFER STATION, HANDRAIL
10	370-0720	TRANSFER STATION, HANDRAIL
11	370-1630	TRANGO CLIMBER
12	370-1640	CONVERGE CLIMBER 72"
13	470-0670	ARA SQUARE SHADE CANOPY
14	470-0753	VELO SLIDE, 64"-72"
15	470-0755	LUGE SLIDE, 48"-56"
16	550-0186	VOLITO
17	560-0597	ROPEVENTURE VERTEX
18	560-2573	KIDFORCE SPINNER
19	560-2586	COMET I
20	560-2590	VERVE CLIMBER VI XS
21	570-0717	RAINDROPS ACTIVITY PANEL
22	570-0842	ABC 2-SIDED PLAY PANEL
23	570-1858	3-IN-A-ROW PANEL, ABOVE PLAT
24	570-2624	HALF PIPE WALL
25	570-2667	BEE ACCESSIBLE REACH PANEL
26	570-2678	CLOCK PANEL

Burke

January 06, 2020

SERIES: Basics, Nucleus

COMPONENT PLAN

DRAWN BY: Tyler Hess

San Jacinto Playground

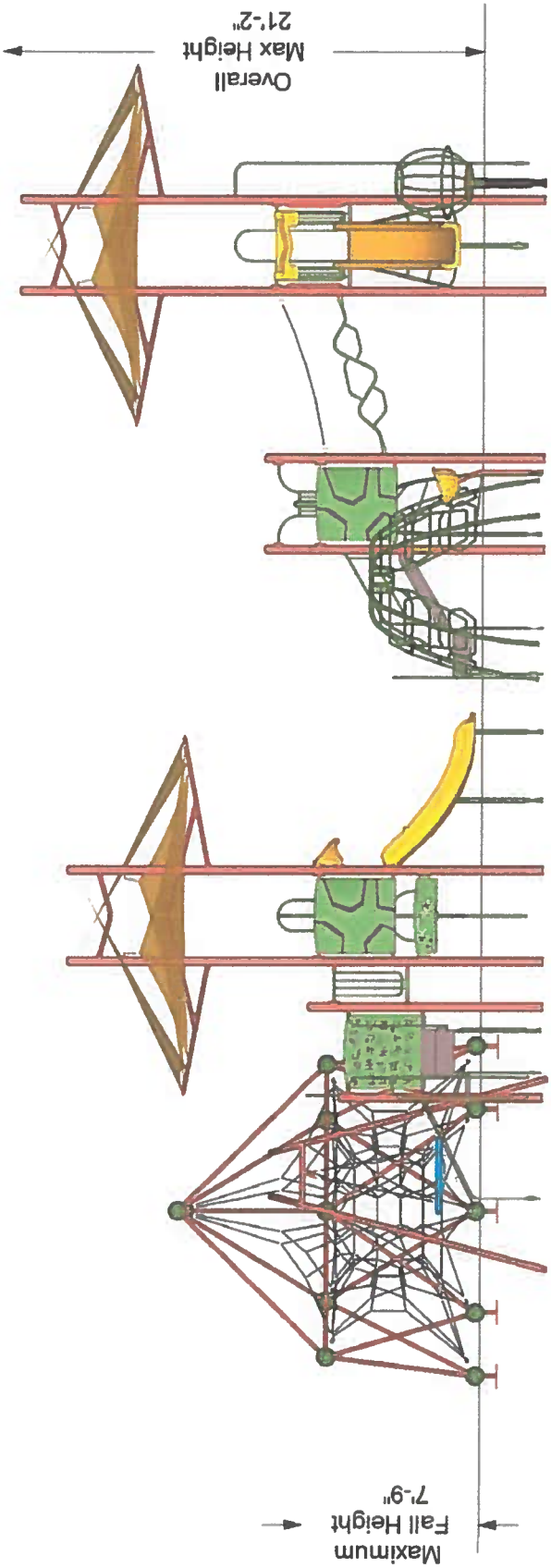
823 Rosenberg Street

Galveston, TX 77550

fun abounds

125-125983-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Vertex Fall Height:
ASTM 7' 9"
CPSC 14' 3"

The protective surfacing for this design must accomodate the critical fall height.

Burke

January 06, 2020

SERIES: Basics, Nucleus
ELEVATION PLAN
DRAWN BY: Tyler Hess

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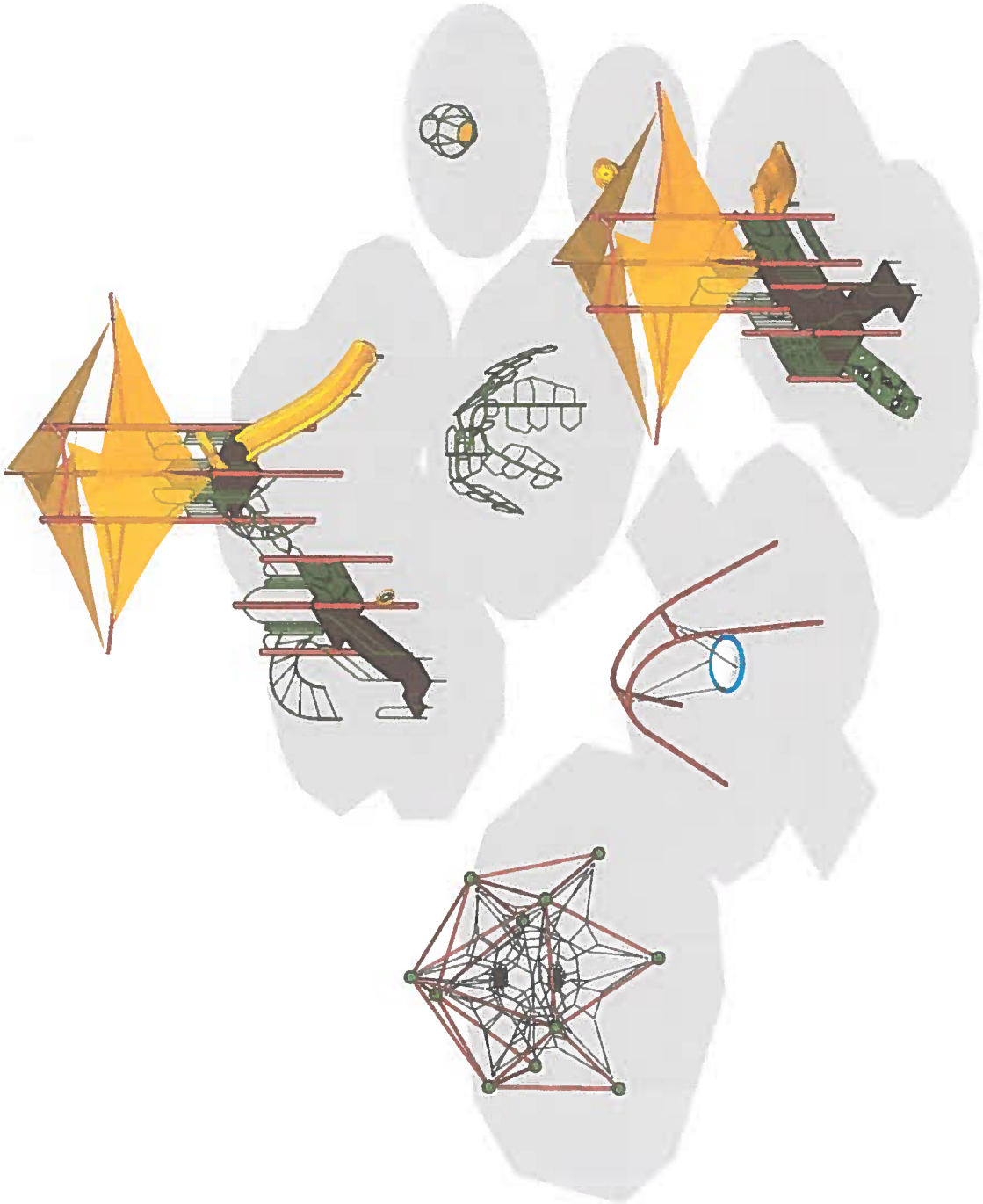

Burke

January 06, 2020

SERIES: Basics, Nucleus
ISOMETRIC PLAN
DRAWN BY: Tyler Hess

San Jacinto Playground
823 Rosenberg Street
Galveston, TX 77550

fun abounds
125-125983-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Burke

Proposal # **125-125983-2**

January 06, 2020

2020 Pricing

Selected Color List

Color Group	Color
Phase 1	
Platform	Brown
Accessory	Olive
Kore Konnect	Redwood
Post	Redwood
Rotomolded	Yellow
1 Color Extruded/Flat	Yellow
2 Color Extruded/Flat (outer)	Olive
2 Color Extruded/Flat (inner)	Black
Phase 2	
Accessory	Olive
1 Color Extruded/Flat	Yellow
Post	Redwood
Contemporary Swing Fittings	Redwood
2 Color Extruded/Flat (outer)	Olive
2 Color Extruded/Flat (inner)	Black
Phase 3	
Platform	Brown
Accessory	Olive
Rotomolded	Yellow
Kore Konnect	Redwood
2 Color Extruded/Flat (outer)	Olive
2 Color Extruded/Flat (inner)	Black
Post	Redwood

COLORS THAT MOVE YOU

HDPE PLASTIC PANELS

Green, Lime, Olive, Blue, Purple, Red

Orange, Yellow, Tan, Gray, Black, Green/Tan

Lime/Black, Olive/Black, Blue/White, Blue/Yellow, Purple/Gray, Red/White

Orange/Black, Yellow/Blue, Yellow/Red, Tan/Green, Brown/Tan, Gray/Black

POWDER COAT PAINT

Green, Olive, Lime, Aqua, Sky, Blue, Navy, Purple, Burgundy, Red, Redwood Matte Finish

Orange, Yellow, Lemon, Gold, Tan, Brown, Black, Charcoal Matte Finish, Silver, White

SHADE CANOPIES

Green, Lime, Blue, Purple, Red, Orange, Yellow, Sand, Gray

PLATFORMS

Blue, Brown, Recycled Plastic

ROCKIT CLIMBERS

Granite, Sandstone

ROTOMOLD PLASTIC

Green, Lime, Blue, Purple, Red, Orange, Yellow, Tan, Granite

VISIT BCIBURKE.COM/COLORSELECTION TO CUSTOMIZE YOUR PLAYGROUND COLORS!

Burke

Proposal # **125-125983-2**

January 06, 2020
2020 Pricing

Volito Swing
Safety Standards & Guidelines - Reference Information

The Volito Swing was designed to allow multiple children to swing and engage together. For many years the only swings available for kids to use together were tire swings, which are fun and challenging but presented opportunities for improvement. Tire swings are able to rotate and pivot in all directions, often in an unpredictable manner and, because they aren't easy to propel while sitting on them, other children often have to push the swing to gain and maintain motion. The Volito Swing, along with many similar swings in this growing market trend, provides a multi-user swing that moves in a single axis to-fro motion.

The Volito Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

The CPSC Public Playground Safety Handbook hasn't been revised since 2008 and doesn't include new product categories that have been innovated in recent years. There are a couple of points to note when deciding to purchase a multi-user swing:

- Multi-user swings are innovative and CPSC Public Playground Safety Handbook doesn't have a standard that specifically covers them.

- CPSC 5.3.8.3.1 – CPSC recommends that belt swing seats should be designed to accommodate no more than one user at any time. While the Volito Swing is a single axis swing, it is clearly not a belt seat.

- CPSC 2.3.1 – CPSC says that swings intended for more than one user are not recommended because of their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
    - The ASTM safety standard, F1487, was revised in 2011 to add maximum impact requirements for swings and the Volito Swing has been tested and is compliant with ASTM impact requirements.
    - CPSC has written a letter stating that "the swing impact test in F1487-11 is a reasonable approach to address the concerns posed by unoccupied, heavy, multiple occupancy swings."
- CPSC has always included an exemption to both recommendations listed above for tire swings, which are multiple occupancy swings that are suspended from a single pivot and permit swinging in any direction.
- CPSC also emphasizes that their Handbook provides recommendations, not requirements. If a jurisdiction adopts the Handbook's recommendations as mandatory requirements, that jurisdiction would need to determine how the requirements should be applied in any particular instance.

TESTIMONIALS

"Service, Safety, Quality. Three words I would use to describe the people, business model, and overall organizational standards that inspires the BCI Burke Company. Every organization has a unique set of challenges and goals when it comes to building an educational environment - and from our experience, BCI Burke came to the table ready to work with us as partners to meet those challenges and goals head on.

We chose to work with BCI Burke because we needed a reliable company that would be able to provide nothing less than the highest quality product with our own time limitations. As with most other businesses, we did not have the luxury of making an investment into a project of this magnitude and not feel 100% certain that we had gotten the very best of our dollar. We also had to assure our stakeholders that we would see that investment last the test of time.

BCI Burke offered us superb and consistent customer service, the ability to achieve our goal on a fast timetable, and the confidence that our playground is genuinely the very best in design and safety. This is something that we will showcase in our school for many years to come.

After working with the company, I know personally they are committed to go the extra mile to satisfy your needs. BCI Burke is a master in their field but also provide the customer with an intuitive understanding of service".

Angela H. Brunini
Principal
St. Anthony Catholic School

"I am writing to tell you how much I enjoyed and appreciated working with your local representative...Through the years, I have worked with a number of playground companies, but never with anyone with the professionalism, commitment and follow-through of (your Burke Rep). We are all so excited about our children having the opportunity to play on your wonderful equipment; of course, we want everything! We are so impressed with the many, many possible designs. Thank you for the quality of your equipment and your local representatives."

Nancy Emerson
Director
The Children's Center
Dallas , TX

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2020**

playground memories filled with fun™

Timeline

From date of Order to Completion

6 weeks of manufacturing time and delivery of goods

2 weeks for installation

Total project duration 42 days.

*will agree to these terms weather permitting

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting	$ 2,690.00	$ 2,690.00
2	1	Mobilization, Demobilization	$	$
3	1	Site Preparation	$	$
4	1	Upright Installation	$ 15,113.27	$ 15,113.27
5	1	Playground Platform and Components Installation	$ 86,720.90	$ 86,720.90
6	1	Playground Border and Surface Installation	$ 17,082.64	$ 17,082.64
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ 121,606.81	$ 121,606.81
Add Alternate	1	Stamped Engineered Drawings	$ 3,500.00	$ 3,500.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/20

Authorized Representative (signature): Title: President

Proposal # 125-125983-2

January 06, 2020
2020 Pricing

Proposal Prepared for:
Purchasing Department
City of Galveston
PO Box 779
Galveston, TX 77550
Phone:

Project Location:
San Jacinto Playground
823 Rosenberg Street
Galveston, TX 77550

Proposal Prepared by:
fun abounds
114 Venice Street
Sugar Land, TX 77478
Phone: 281-793-8002
Fax: 281-265-0043

Lindsay Bowerman
Phone: 832-808-1537
Fax:
lindsay@fabplaygrounds.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Burke Basics						
550-0186	VOLITO	1	4	4	413	413
560-0597	ROPEVENTURE VERTEX	1	25	25	1,340	1,340
560-2573	KIDFORCE SPINNER	1	1	1	43	43
560-2586	COMET I	1	6	6	154	154
560-2590	VERVE CLIMBER VI XS	1	11	11	305	305
Nucleus						
270-0050	8" CLOSURE PLATE	2	0	0	10	20
270-0112	UNITARY ENCLOSURE	1	0	0	34	34
270-0130	SQUARE PLATFORM	4	6	24	106	424
270-0290	HALF PLATFORM	1	3	3	57	57
370-0037	ASCEND ROCK CLIMBER, 32"-40"	1	2	2	117	117
370-0154	SLIDING POLE 56"-72"	1	1	1	59	59
370-0446	LINKING RING CLIMBER 32"-48"	1	2	2	80	80
370-0552	CENTER MOUNT TWIST N' TURN CL...	1	5	5	113	113
370-0718	TRANSFER STATION, HANDRAIL 32"	1	4	4	162	162
370-0720	TRANSFER STATION, HANDRAIL 48"	1	6	6	236	236
370-1630	TRANGO CLIMBER	1	5	5	115	115
370-1640	CONVERGE CLIMBER 72"	1	7	7	65	65
470-0670	ARA SQUARE SHADE CANOPY	2	0	0	383	766
470-0753	VELO SLIDE, 64"-72"	1	2	2	146	146
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
570-0717	RAINDROPS ACTIVITY PANEL	1	2	2	8	8
570-0842	ABC 2-SIDED PLAY PANEL	1	2	2	44	44
570-1858	3-IN-A-ROW PANEL, ABOVE PLATF...	1	2	2	45	45
570-2624	HALF PIPE WALL	2	0	0	20	40
570-2667	BEE ACCESSIBLE REACH PANEL	1	2	2	16	16
570-2678	CLOCK PANEL	1	1	1	50	50
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0002	POST ASSEMBLY 5" OD X 107"	2	0	0	58	116
670-0161	POST, SWAGED ROOF 5" OD X 171"	4	0	0	90	360
670-0162	POST, SWAGED ROOF 5" OD X 197"	4	0	0	103	412
670-0165	POST ASSEMBLY 5" OD X 123"	3	0	0	66	198
670-0167	POST ASSEMBLY 5" OD X 147"	3	0	0	78	234

Proposal # **125-125983-2**

January 06, 2020
2020 Pricing

Total User Capacity:	121
Total Weight:	6,385 lbs.
Total Price:	$74,486

Information is relative to the Jan 6 2020 4:35AM database.

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.**

"creating playground memories filled with fun"

Contacts:

President
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281-793-8002

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832-808-2507

South West Texas and Surrounding Areas
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832-808-9600

Austin, San Antonio, West Texas and Surrounding Areas
Mike Giehl
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512-636-8260

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Santa Fe, TX 77517

Owner
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281-924-0271

Project Manager-Scheduling
Eric Green
eric@fabplaygrounds.com
512-541-0348

114 Venice, Sugar Land, TX. 77478
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Leigh Walden, CPSI
Owner, fun abounds

University of Houston, BA – Psychology
Play U – Delano, MN.
NPSI/NRPA – Baltimore, MD 2009
NPSI/NRPA – San Antonio, TX. 2006

Leigh Walden has over 10 years sales experience in the park and recreation industry. In 2007, she created fun abounds, to further enhance the park and recreation offerings in Southeast Texas. Prior to that she was an independent contractor for Lone Star Recreation. In both capacities, Ms. Walden is responsible for assisting the client from the planning stages to the installation of the equipment and assisting with any questions or needs after the installation. Knowledge of CPSC, ASTM as well as local regulations is required. Her past customer service experience has allowed an effective and positive transition into her current market position.

Ms. Walden's speaking engagements include :

- 09/10 –Gulf Coast Leadership Conference – Safety and Maintenance for Playgrounds
- 06/09 – Houston YMCA – Maintenance on Splashpads – 50 people
- 06/09 – HAEYC – Today I'll Climb to the Top – 25 people
- 6/08 – Houston YMCA – Maintenance on Splashpads – 50 people
- 6/07 – HAEYC – Today I'll Climb to the Top – 100 people
- 5/22/07 – PMA- LSI and The Marketplace – 45 people
- 5/22/07 – Robinson Elementary – Lone Star Rec Capabilities – 5 people
- 5/16/07 – Bay Architects – LSI and The Marketplace – 15 people
- 5/03/07 – Sundown HOA – Lone Star Rec Capabilities – 2 people
- 2/1/07 - 2/1/07 -TRAPS Region 4 Conference – Safety and Maintenance- A Guide to your Playground- 100 people
- 11/13/06 – Greatwood HOA – CPSC Guidelines – 9 people

Many more presentations to architects, PTA/PTO groups, City and County governmental agencies have also been performed.

Married for 24 years and has two children, Emma, 14 and Molly, 10.

Affiliations: TRAPS, NRPA, NPCAI, CPSI Certified

Received Sales Representative of the Year with Landscape Structures, 2006, Highest Sales October 2014 for BCI Burke, and Rookie of the Year 2014, BCI Burke.

Currently represents: BCI Burke Company, WaterPlay

fun abounds has a proven methodology for completing each project, large or small. Our projects start with a project information form that follows the job from start to finish. We have the capabilities of designing the project ourselves or sending to the factory. At any time, our reps have the ability to make changes to the design as needed by the client. Once the rep has received a signed order, our office manager is responsible for entering the orders and verifying for accuracy. They handle the project until the equipment is shipped. At that time, Eric Green, our install coordinator takes the project. He works for POI, our certified installer. He branches the two companies. At this point, the installation side will install the playground, surfacing, curbing, site amenities etc. Installs are made per manufacturer's and ASTM's guidelines. We have multiple installers that are CPSI certified on the crew. Our install group uses Construction Online to track the project and for reporting. fun abounds uses multiple programs throughout the project to ensure proper tracking and billing.

www.fabplaygrounds.com
130 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

Project	Amount	
Red Elementary	$65,000.00	
Bridgeland	$133,714.00	
Cedar Park	$133,714.00	
Skeeter's Stadium	$15,000.00	
City of Houston - Discovery Green	$6,000.00	
First Colony Community Assoc.		
Austin Colony	$75,000.00	
Lakefield	$180,000.00	
Cedar Bayou	$35,000.00	
Pecan Lakes	$6,000.00	
Willow Creek	$15,000.00	
Signorelli	$16,650.00	
City of Nederland	$12,143.00	
Ricardo ISD	$22,365.00	
City of Bay City	$20,605.00	
River Ranch	$33,517.00	
City of Galveston - Lindale Park	$65,498.00	
	$835,206.00	Total WIP

www.fabplaygrounds.com
114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

creating playground memories filled with fun

References

Darren McCarthy
City of Rosenberg Parks Department
3720 Airport Avenue Rosenberg, TX 77471

832.595.3960
Playgrounds

Phil Martin
Mike Stone and Associates
Professional Project Management
19875 Southwest Freeway, Suite 270
Richmond, TX 77406

281.343.0712
Sales and installations including water features, play features and surfacing

Susan White
Assistant Director, PARD
City of West University Place
6104 Auden Street
West University Place, TX 77005

713.662.5367
Playgrounds

130 Venice Sugar Land, TX. 77478 281-793-8002 Fax 281-265-0043
lwalden@fabplaygrounds.com

Andy Peal
Recreation Supervisor
Sienna Plantation Residential Association, Inc.
9600 Scanlan Trace
Missouri City, TX 77459

281.778.0778
Sales and installations including water features, play features and site amenities

Tim Miller
Recreation Superintendent
City of Pasadena
3111 San Augustine
Pasadena, TX 77503

713.475.7048
Playgrounds

130 Venice Sugar Land, TX. 77478 281-793-8002 Fax 281-265-0043
lwalden@fabplaygrounds.com

FUNAB-1

OP ID: CS

ACORD

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 765-534-3152
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Steve B. Carraway

CONTACT NAME: Steve B. Carraway
PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co.	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fun Abounds, Inc.
114 Venice Sreet
Sugar Land, TX 77478

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE / X OCCUR			RBS0018678	04/19/2019	04/19/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X Deductible-None						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			RBS0018678	04/19/2019	04/19/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FORINFO

For Information Purposes Only

60

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/19

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
TALLAS INSURANCE AGENCY
14015 Southwest Freeway Ste 5
Sugar Land, TX 77478

CONTACT NAME: ROBERT REYES
PHONE (A/C, No, Ext): (713)271-2000 FAX (A/C, No): (713)271-4141
E-MAIL ADDRESS: staff@tallasins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TEXAS MUTUAL INSURANCE	524210
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
FUN ABOUNDS
130 VENICE ST.
SUGAR LAND, TX 77478

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001321422	03/09/19	03/09/20	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For business pupose only

61

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

Jeff Tallas

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PREMI-2

OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2019

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.

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PRODUCER
765-534-3152
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Steve B. Carraway

CONTACT NAME: Steve B. Carraway
PHONE (A/C, No, Ext): 765-534-3152
FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co.	41297
INSURER B : General Casualty Co.	24414
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Premier Outdoor Installations, Inc.
PO Box 58146
Webster, TX 77598

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	X		RBS0018653	03/30/2019	03/30/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Installation			BPK0003209	03/07/2019	03/07/2020	Limit	50,000
	Deductible $1,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured regarding general liability coverage per written contract.

CERTIFICATE HOLDER

FUNABOU

Funabounds
130 Venice
Sugar Land, TX 77478

62

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PREMOUT-01 M1DVALENTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/24/2019

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.

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PRODUCER
MaximGroup
18050 Saturn Lane, Suite 200
Houston, TX 77058

CONTACT NAME: Denny Valentin
PHONE (A/C, No, Ext): (281) 337-9402 FAX (A/C, No): (281) 337-9402
E-MAIL ADDRESS: dvalentin@maximgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Ins. Company	22945
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Premier Outdoor Installations
Inc. / Attn: Tom Driscoll
3509 Tallow Forest St.
Dickinson, TX 77539

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		0001238763	06/12/2019	06/12/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Fun Abounds
114 Venice Street
Sugar Land, TX 77478

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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National Recreation and Park Association

Let it be known that

LEIGH WALDEN

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CPSI Certified Playground Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

October 18, 2017
DATE CERTIFIED

39786-1120
CERTIFICATION NUMBER

November 01, 2020
EXPIRATION DATE

NRPA National Recreation and Park Association

National Recreation and Park Association

Let it be known that

TOM DRISCOLL

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CPSI Certified Playground Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

October 18, 2017
DATE CERTIFIED

39818-1120
CERTIFICATION NUMBER

November 01, 2020
EXPIRATION DATE

NRPA National Recreation and Park Association

Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity

fun abounds, Inc.

is duly certified as a

Women Business Enterprise (WBE)

Certified Categories:

Certification Number: 17-7-11596

NAICS 423910: PLAYGROUND EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

Certification Review Date: February 28, 2020

Carlecia D. Wright

Expiration Date

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1364766562200**
File/Vendor Number:	**496631**
Approval Date:	**14-APR-2016**
Scheduled Expiration Date:	**14-APR-2020**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

FUN ABOUNDS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 15-APR-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512-463-5872**.

Rev. 01/15

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2020-573650

Date Filed:
01/03/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

fun abounds
Sugar Land, 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.

20-010
improvements, for the purchase and installation of a new park playground

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walden, Leigh	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Nancy Santibanez, and my date of birth is 5-9-91.

My address is 8407 Rivercross Rd (street), Houston (city), TX (state), 77064 (zip code), US (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of TX, on the 10 day of 01 (month), 20 20 (year).

Nancy Santibanez
Signature of authorized agent of contracting business entity
(Declarant)

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity — Date 1/10/20 — 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

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Nancy Santibanez **(Person name), the undersigned representative of (Company or Businsess Name)** fun abounds, Inc. **(hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::**

a. **Does not boycott Israel currently; and**
b. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

1-10-2020
DATE

Nancy Santibanez
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas **§**
COUNTY OF Fort Bend **§**

On this day, BEFORE ME, the undersigned, personally appeared Nancy Santibanez **the** Office Manager **of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th **day of** January**, 20**20**.**

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
GISELLE OZUNA
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 5/20/2020
NOTARY ID 13086915-0

Giselle Ozuna
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.

__X__ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

_____

_____

Nancy Santibanez
Bidder's Printed or Typed Name

Bidder's Signature

1-10-2020
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:

__X__ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

funabounds, inc

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 fun abounds, Inc.

ADDRESS 114 Venice St. Sugar Land, TX 77478

PHONE 855-226-8637

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) Nancy Santibanez

POSITION WITH COMPANY Office Manager

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID _____

COMPANY OFFICIAL (PRINTED NAME) Nancy Santibanez

OFFICIAL POSITION Office Manager

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 FEDRAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEB.ARMENT, 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 voluntary 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.

Nancy Santibanez
(Printed or typed ~~Name of Signatory~~)

Nancy Santibanez
(Signature)

1-10-2020
(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 I – ACH Form

The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

City of Galveston

ACH Payment Agreement Form

CONFIDENTIAL

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 Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: Wells Fargo

Financial Institute Address: 2700 S. Price Rd. Chandler, AZ 85286

Routing Number: 111900659

Account Number: 1770087151

SWIFT Code: (if applicable)

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: fun abounds, Inc.

Authorized Signature:

Printed Name: Leigh Walden

Title: President

Contact Phone Number: 281-793-8002

Date:

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

Appendix J – Scope of Services

1. **Project Title: Bid 20-010 San Jacinto Park Playground.**

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**

   Project duration to final completion: 42 days.

   Project budget: $350,000.

   A bid bond of 5% of the total amount proposed is required for this project. Performance and Payment Bonds are required at the time the contract is executed by the awarded vendor.

   All copies, including media source, must be the same as the original proposal and include all documents, including correct pricing. Pricing on copies must be the same as the original proposal document, including the document on the media source. Failure to include the above may result in the disqualification of the submittal.

   Proposals must be submitted in the following order: (bound copies should be spiral, comb, or binder clipped)

   A. Pricing
   B. Bid Bond
   C. Required Documents – Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix E, Federal Requirements Clauses 1-12, and Acknowledgement of Addenda
   D. References
   E. Timeline/Project Schedule
   F. Statement of Bidders' Qualifications
   G. Financial Statements

   Failure to follow the above order may result in the disqualification of the submittal.

Wage Rate Decision is included as part of the Special Conditions. See following pages.

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 # 20-010
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
13. Compliance with Davis-Bacon and Copeland Acts

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.

Nancy Santibanez
(printed name of signatory)

1-20-2020
(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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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."

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Nancy Santibanez 1-10-2020

(printed name of signatory) (signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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, fun abounds, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 10 day of January, 2020

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Nancy Santibanez
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Office Manager
Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE 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.

Nancy Santibanez

(~~printed name~~ of signatory)

1-10-2020

(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.

Nancy Santibanez

(~~printed~~ name of signatory)

1-10-2020

(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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Nancy Santibanez

(printed name of signatory)

1-10-2020

(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.

13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship

to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages

paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this

section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the

Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Nancy Santibanez
(printed name of signatory)

1-10-2020
(signature and date)

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	December 9, 2019
Pre-Bid Conference Date	December 18, 2019 @ 11:00 a.m. CST
Deadline for Submittal of Written Questions	January 3, 2020 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	January 13, 2020 @ 11:00 a.m. CST
Anticipated Committee Evaluation Review Date	January 2020
Anticipated Award Date	January 2020

7. Scope of Services – San Jacinto Park Playground

It is the intent of the City of Galveston to award a contract for the design and construction of a playground for San Jacinto Park.

About the Park:
Location – San Jacinto Park 1100 block of 21st Street Galveston Texas 77550
Project Budget – 350,000
Site Dimensions – 96'X110'
Age Groups – 2-5 and 5-12
Total User Capacity – 120+

Requirements for Site and Structures:
Coastal Package or similar, all stainless-steel fasteners- Hot dip zinc preferred
Playground surface – Engineered Wood Fiber
Playground Borders – 12" plastic borders and half ADA ramps
Must be in compliance with ASTM F1487 and CPSC playground Safety Standards
Flooring panels, climbing ropes, solid plastic parts - minimum 10-year Warranty
24-month service agreement on playground and equipment site checks
Galvanized structural parts, stainless steel hardware, paneling, top brace and floor frames – Lifetime Warranty
Preferred/Minimum Playground Components:

- Slides – minimum 2ea.
- Sliding Pole – minimum 1ea.
- Climbing Elements – minimum 6ea.
- Spinners – minimum 2ea. multiple age groups
- Stand Alone Large Climbing Net Structure – minimum 1ea.
- Interactive Panels – minimum 3ea.
- Swing Set – one bay with multiple user inclusive swing

Contractor Requirements:
Responsible for all permitting requirements and costs
Responsible for submittal of stamped engineered drawings
Architectural design and stamped engineered drawings due at Notice to Proceed date
Installation to be supervised at all times by a Certified Playground Safety Inspector
Vendor must submit schedule of completion
Project completion and billing deadline - March 20, 2020

Associated Costs:
Cost includes all site work, site excavation/preparation, removal of excess soil from footing holes, site security and installation
Cost to include freight, unloading and material storage
Cost valid for 45 days from date of proposal

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting	$ 2,690.00	$ 2,690.00
2	1	Mobilization, Demobilization	$	$
3	1	Site Preparation	$	$
4	1	Upright Installation	$ 15,113.27	$ 15,113.27
5	1	Playground Platform and Components Installation	$ 86,720.90	$ 86,720.90
6	1	Playground Border and Surface Installation	$ 17,082.64	$ 17,082.64
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ 121,606.81	$ 121,606.81
Add Alternate	1	Stamped Engineered Drawings	$ 3,500.00	$ 3,500.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/20

Authorized Representative (signature): Title: President

MEMORANDUM

Grants & Housing Department / (409) 797-3820/ Fax (409) 291-4553

Date: December 4, 2019

To: Mario Rabago, Director Parks and Recreation Department

From: Shameka Union, Housing and Community Development Analyst

Subject: Wage Decision for Wright Cuney, Menard Park/McGuire Dent Rec. Center and San Jacinto Park Playground Equipment Project

Attached, please find Wage Decision number TX20190062+1 Modifications. This wage decision is applicable for the project referenced in the subject line. This wage decision will be applicable for the aforementioned project until it is either superseded or modified by HUD. Any supersedes decision or modification announced in the Federal Register ten (10) days prior to the bid opening will be applicable to the subject project and included by addendum.

Grants staff must verify the applicable wage decision for each project by contacting HUD's Labor Relations Office ten (10) days prior to the bid opening. Therefore, it is imperative that you apprise this office of the bid opening date. If the construction contract has not been awarded within ninety (90) days after bid opening, any modification announced prior to award of that contract will be applicable.

The project wage decision must be included into all bid documents or invitations for proposals and made a part of every subsequent contract and subcontract. The wage rates contained within this decision shall be the minimum wage rate to be paid to each laborer and mechanic participating on the project.

The Federal Labor Standards Provisions must also be included in all contracts, subcontracts, and lower-tier subcontracts. It is the prime contractor's responsibility to ensure the inclusion of the applicable wage decision and labor standards provisions in all subcontracts.

Once a contractor is selected, the City must hold a Preconstruction Conference with the principal contractor and all available subcontractors prior to the start of construction. During the meeting the contractor will be advised of his responsibilities and obligations under the Federal Labor Standards Provisions and with regards to the wage decision contained in the contract documents. A copy of the Preconstruction Conference minutes must be kept on file with the City.

Should you have any questions or require any additional information regarding the Davis-Bacon Act or the Federal Labor Standards provisions please contact my office at 797.3820

If you have any questions, please advise.

\su

Attachments

City of Galveston

Department of Housing and Urban Development
Federal Contract Provisions
HUD - 4010

Contains Federal Labor Standards Provisions
Davis- Bacon Act Requirements
Contractors Work Hours and Safety Standards Act
Equal Employment Opportunity Requirements
Minority Business Participation
Executive Order 11246
Section 3 Provisions
Section 504 Provisions

FEDERAL LABOR STANDARDS PROVISIONS

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contact pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the united States of Housing Act of 1949 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such Payroll deductions as are permitted by regulation issues by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exit between the contractor and such laborers and mechanics. Contributions made or cost reasonably anticipated for bona fide fringe benefits under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers of mechanics, subject to the provisions of 29 CRF 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, expect as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CRF Part 5.5 (a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classification in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the are by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C., 20210. The Administrator, or and authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee, shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30-days of receipt and so advise HUD or its designee or will notify HUD or its designees within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(II)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contact from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contact for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wage of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligation under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designees 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 the contractor under this contact or any other Federal contract with the same prime contractor, or any other Federally-assisted contact subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanic, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full

amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designees may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United Stated Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rate of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis-Bacon Act),daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CRF 5.5 (a) (1) (iv) that the wages of any laborers or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in proving such benefits Contractors employing apprentices or trainees under approves programs shall maintain written evidence of the registration of apprenticeship program and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the application programs. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to

HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CRF Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

2. That each laborer or mechanic (including each helper apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CRF Part 3;

3. That each laborer or mechanic has been paid not less than the application wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contact.

(c) The weekly submission of a properly executived certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certification may subject the contractor to civil or criminal prosecution under Section 1001 of the Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, coping, or transcription by authorized representative of HUD or its designee or the Department of Labor, and shall permit such representative to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor sponsor, applicant or owner, take such action may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowed ratio of apprentice to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on this job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratio and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman

wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less then the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval to a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copland Act requirements. The contractor shall comply with the requirements of 29 CRF Part 3 which are incorporated by reference in this contract.

6. Subcontract. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may be appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CRF 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3 and 5 are herein incorporated by reference on this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in 29 CRF Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employee or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by
virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contact shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1) or to be awarded HUD contacts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code Section 1010, Title 18, U.S.C,; " Federal Housing Administration transactions", provides in part "Whoever, for purpose of ...influencing in any way the action of such Administration...makes, utters or publishes
any statement knowing the same to be false...shall be fined not more than $5,000.00 or imprisoned not more than two years, or both.

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or institution or caused to be institution any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 eight hours in any calendar day or 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 payroll for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid

wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory). for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract or any other Federal contract with the same prime contract, or any other Federal-assisted contract subjected to the Contractor Work Hours and Safety Standards Act, which is held by the same prime contractor such sum 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 subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontractor the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The Contractor shall comply with all regulations issued by the Secretary of labor pursuant to Title 29 Part 1926 and failure to comply may result in impositions of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

3. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

(1) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

(3) The Contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or workers' representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the discretion of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract if it is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontract has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Agencies or subcontractors, it successors and assigns to agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

13. Section 504 Affirmative Action for Handicapped Workers (If $2,500 or Over)

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise without discrimination based upon their physical or mental handicap in all employment practices such as the following; Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.

(5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Agreement Compliance Programs may direct to enforce such provisions, including action for noncompliance.

*** Amended by Revision and Inclusion:**

(1) Except with respect to helpers as defined in 29 CFR 5.2 (n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination:

(4)With respect to helpers as defined in 29 CFR 5.2 (n) (4), such a classification prevails in the area in which the work is performed:

(4) (iv) Helpers. Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in 5.5 (a) (1) (ii). The allowable ratio of helpers to journeyman employed by the contractor or subcontractor on the job site shall not be of greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each in each contractor's or in each subcontractor's own work employed on the job site). Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 CFR 5.2 (n) (4), shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeyman's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

U.S. Department of Housing and Urban Development

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name _____ Date _____

Location _____ Project No. _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a contractor) for _____ in connection with construction
(Specify "General Construction," "Plumbing," Roofing," etc.)

of the above-mentioned Project, and that (I) (we) appointed _____,

whose signature appears below, to supervise the payment of (my) (our) employees beginning

_____, 20___: That he is in a position to have full knowledge of the facts set

forth in the payroll documents and in the statement of compliance required by the so-called

Kick-Back Statute which he is to execute with (my) (our) full authority and approval until such

time as (I) (we) submit to the _____ a new
(Name of Local Authority)

certificate appointing some other person for the purposes herein above stated.

_____
(Identifying Signature of Appointee)

Attest (if required):

_____
(Name of Firm or Corporation)

_____
(Signature)

By: _____
(Signature)

_____
(Title)

_____
(Title)

Note: *This certificate must be executed by an authorized officer of a corporation or by a member of partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute*

PAYROLL DEDUCTION AUTHORIZATION

This is authorization to the _____

_____ to deduct from my paycheck

$ _____ *. This is for item number:

REPAYMENT OF

1.	Loan	7.	Credit Union
2.	Retirement	8.	Profit Sharing
3.	Advance on Wages	9.	Donations to Agencies
4.	Savings	10.	Insurance Premiums
5.	Savings Bonds	11.	Union Dues
6.	Uniforms		

* This deduction is to be made:

CHECK APPROPRIATE BOX

☐ One time only

☐ Weekly

☐ Bi-Weekly

☐ For _____ weeks

☐ _____

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

* If the amount changes each week according to hours worked, please show the process used to arrive at the reported figure.

Example: 1% of gross

DISK FORMS
FILE AUTHRZTN

117

U. S. Department of Labor
Employment Standards Administration
Wage and Hour Division

Payroll

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not a required to respond to the information unless it displays a current valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No 1215-0149 Expires 03/31/2003

PAYROLL NO | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRAACT NO.

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION		(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instruction searching existing data sources gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding the estimates are any other aspects of this collection of information, including suggesting for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution, Avenue, N.W., Washington, D.C. 20210

Date_____

I,_____, _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the person employed by

_____ on the
(Contractor or Subcontractor)

_____, that during the payroll period commencing on the
(Building or Work)

_____day of_____, _____, and ending the_____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3(29 CRF Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Sat. 967; 76 Stat. 357; 40 U S C 276 c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determined incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed:

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, united States Department of Labor, or if no such recognized agency exists in a Sate, are registered with the Bureau of Apprentices and Training, United States Department of Labor

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rate paid to each labor or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 (c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFULFALSIFICAITON OF ANY ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

*U S G P O 1997 519 861

WAGE SCALE /PAYROLLS

General

This project is receiving assistance in part or totally from federal (CDBG, HOME, FTA, ect.) funds. Federal Labor Standards Provisions require that any government subdivision shall ascertain the prevailing wage rate for the locality on which the work is to performed.

The Contractor and subcontractor are required to keep an accurate record of the names and occupations of all persons employed by him and to show the actual per diem wages paid to each worker. These records must be open to the inspection of the City.

Payrolls

The Contractor will submit weekly a copy of all payrolls to the City. The copy shall be accompanied by a statement signed by the employer or agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and the classification set forth for each laborer or mechanic conforms with the work performed.

Prevailing Wage Rates

The following rates are prevailing wages for Galveston County to be paid to these laborers and mechanics/air tool men, asphalt shovelers, etc. employed by contractors and/or subcontractors on construction work. The rates have been determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C.327-223) applicable to overtime compensation.

WAGE DECISION : TX20190062+1 Modifications

****This wage decision is subject to change prior to the Bid Opening. This office must be notified at least 10 days prior to bid opening in order that the most recent wage decision can be verified.****

"General Decision Number: TX20190062 10/04/2019

Superseded General Decision Number: TX20180094

State: Texas

Construction Type: Heavy

County: Galveston County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines
(Does Not Include Flood Control)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	10/04/2019

* SFTX0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 29.53	21.27

SUTX2005-021 08/05/2005

HEAVY Including Water and Sewer Lines (Excluding Flood Control)

	Rates	Fringes
Carpenter	$ 14.38	
Cement mason/concrete finisher	$ 11.37	1.13
Electrician	$ 18.40	1.34
FORM BUILDER/FORM SETTER	$ 13.35	1.17
IRONWORKER, REINFORCING	$ 11.29	
Laborers:		
Common	$ 10.70	
Landscape	$ 7.35	
Mason Tender Cement	$ 9.96	
Pipelayer	$ 10.07	
PIPEFITTER	$ 17.00	0.04
Power equipment operators:		
Excavator	$ 16.74	

Backhoe	$ 13.25	
Bulldozer	$ 14.00	
Crane	$ 14.91	0.58
Front End Loader	$ 11.75	0.92
Grader	$ 12.20	1.48
Tractor	$ 12.38	1.51
TRUCK DRIVER	$ 12.28	0.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CITY OF GALVESTON – BID # 20-010
ADDENDUM No. 1
San Jacinto Park Playground

Date: December 10, 2019

To: Prospective Bidders

Subject: Addendum No. 1
Bid Closing Date

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Bid Closing Date: 11:00 A.M.(CST), Monday, January 13, 2019

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	1-10-2020 **Date**
Nancy Santibanez **Printed Name**	fun abounds, Inc. **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

Date: December 12, 2019

To: Prospective Bidders

Subject: Addendum No. 2
Bid Closing Date

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Bid Closing Date: 11:00 A.M.(CST), Monday, January 13, 2020

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	1-10-2020 **Date**
Nancy Santibanez **Printed Name**	fun abounds, Inc. **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

CITY OF GALVESTON – BID # 20-010
ADDENDUM No. 3
San Jacinto Park Playground

Date: December 19, 2019

To: Prospective Bidders

Subject: Addendum No. 3
Additional Information and Site Overhead View

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Contractor Requirements:

Architectural design is removed from the requirements.

Stamped Engineered drawings is now add alternate on the pricing form. This is only if required by the City's Engineering Department.

Site Overhead View is on the following page.

Removal of requirement – 24-month service agreement on playground and equipment site checks.

Contractor Requirements:

Architectural design is removed from the requirements.

Stamped Engineered drawings is now add alternate on the pricing form. This is only if required by the City's Engineering Department.

Site Overhead View is on the following page.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature 1/10/20 **Date**

Leigh Walden **Printed Name** Fun Awards **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

Untitled Map
San Jacinto Park
Legend
Dadaab Refugee Camp
Feature 1
Untitled Path
Avenue L
Avenue K
Google Earth
200 ft

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Design, Engineering, Architectural, Permitting	$ 2,690.00	$ 2,690.00
2	1	Mobilization, Demobilization	$	$
3	1	Site Preparation	$	$
4	1	Upright Installation	$ 15,113.27	$ 15,113.27
5	1	Playground Platform and Components Installation	$ 86,720.90	$ 86,720.90
6	1	Playground Border and Surface Installation	$ 17,082.64	$ 17,082.64
7	1	Site Clean-up and Proper Disposal of Materials	$	$
		TOTAL ALL LINE ITEMS	$ 121,606.81	$ 121,606.81
Add Alternate	1	Stamped Engineered Drawings	$ 3,500.00	$ 3,500.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Leigh Walden Date: 1/12/20

Authorized Representative (signature): _____ Title: President

Date: January 6, 2020

To: Prospective Bidders

Subject: Addendum No. 4
Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 12/9/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions and Answers:

Liquidated damages of $250.00 a day. Is that correct? Yes

Permitting ESD-Would you like us to quote these items and will the city pay for the permitting and Engineered Stamped Drawings? The City will waive all City of Galveston permitting fees. Engineered Stamped Drawings will be paid by the vendor/contractor.

3 and ½% slope on playground area PIP area. Will the city grade the Menard Park area or will we need to grade and or retaining wall? The vendor/contractor will be responsible for all site work, including dirt work and grading. Does this need to be included in the bid? Yes

Is there a survey for utilities and GIS info for topography? No

Do we need to supply borders and EWF for San Jacinto and Wright Cuney Park? EWF and borders will be required for San Jacinto. EWF and borders will not be required for Wright Cuney. If not, what will we need to provide? The fall zone area at Wright Cuney should be at an elevation that will allow for the installation of an appropriate depth of loose-fill/EWF material

If we do not have all of the elements for the required playground pieces, can we submit like or equal play pieces? Example, talk tube? Yes

Will the existing equipment, surfacing, and borders be removed prior installation of the new equipment? Yes. Is this the City's responsibility or the contractor? The City will be removing the existing equipment, surfacing and borders prior to construction.

Minimum requirements ask for a "Swing Set – one bay with multiple user inclusive swing". Could the existing swings be left in place and an additional swing seat be installed? No.

Can you please confirm that water and power are available onsite and would it be possible for you to identify location of each on the maps you provided. Power is not available at the San Jacinto location. Water will be provided via on-site service or a City furnished water trailer.

Can we go as far into the trees as the current footprint goes for equipment to be placed? Outline shows not as far. Closer to the trees is ok as long as the trees are not disturbed, cut or trimmed.

If needed can we go a bit beyond the 96 x 110 that was identified? Yes

What is the exact physical address for bid delivery? 823 Rosenberg, Suite 300, Galveston, Texas 77550

Would Buy American Act compliance be qualified for section F. of the requirement for steel? Yes. The clause below is not applicable to this solicitation.

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.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature	1/10/20 **Date**
Leigh Walden **Printed Name**	Surroundscape **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

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References

Darren McCarthy
City of Rosenberg Parks Department
3720 Airport Avenue Rosenberg, TX 77471

832.595.3960
Playgrounds

Phil Martin
Mike Stone and Associates
Professional Project Management
19875 Southwest Freeway, Suite 270
Richmond, TX 77406

281.343.0712
Sales and installations including water features, play features and surfacing

Susan White
Assistant Director, PARD
City of West University Place
6104 Auden Street
West University Place, TX 77005

713.662.5367
Playgrounds

130 Venice Sugar Land, TX. 77478 281-793-8002 Fax 281-265-0043
lwalden@fabplaygrounds.com

playground memories filled with fun"

Timeline

From date of Order to Completion

6 weeks of manufacturing time and delivery of goods

2 weeks for installation

Total project duration 42 days.

*will agree to these terms weather permitting

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 1-10-2020
Bidder (Legal Name of Firm): fun abounds, Inc.
Date Organized:
Name of Owner(s): Leigh Walden
Address : 114 Venice St. Sugar Land, TX 77478

Date Incorporated 05-06-2013
Federal ID Number: 36-476656
Number of Years in contracting business under present name All
List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount $	Completion Date
Please see attached WIP		

Type of work performed by your company: Playground, Site Amenities, Surfacing, Installation to new or existing areas.

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
7

Have you ever failed to complete any work awarded to you? Yes (No)
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes (No)
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes (No)

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
Please see attached list		

Major equipment available for **this** contract: All needed to perform project available in house

Are you in compliance with all applicable EEO requirements? (Yes) No
(If no, please attach summary of details on a separate sheet.))

Are you a Section 3 business? (see below) ☐ Yes ☒ No
Section 3 Business Concerns:
a) Businesses that are 51 percent or more owned by Section 3 residents;

b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

Bank References
Address: 2700 S. Price Rd. Contact Name: Odasha Dennis
City & State: Chandler, AZ Zip: 85286 Phone Number: 480-724-2754
Credit available: $ 725000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 10 day of January, 2020.

Nancy Santibanez
Signature

Nancy Santibanez, Office Manager
Printed Name and Title

fun abounds, Inc.
Company Name

Notary Statement:
Nancy Santibanez, being duly sworn, says that he/she is the office manager Position/Title of fun abounds (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of Fort Bend in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 10th day of January, 2020.

Notary Public
Signature
Giselle Ozuna
Printed Name
My Commission Expires: 05/20/2020

GISELLE OZUNA
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 5/20/2020
NOTARY ID 13066915-0

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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Projects - (Short list of large projects over the years)

2009 -	Blue Ridge West MUD – 1st project	- $185,430
2010 -	City of Pasadena	- $697,080
2011 -	Silverlakes HOA	- $360,000
2012 -	Skeeters/Constellation Field	-$525,000
2013 -	Woodlands	-$280,000 (equipment only)
	Kids R Kids	-$185,000
2014 -	FB MUD #124	-$389.000
2015 -	City of Victoria	-$237,594
	Lil Rascals	-$193,000
	South San Antonio ISD	-$422,764
2016-	City of Victoria	-$735,384
	City of Houston	-$161,000
	South San Antonio ISD	-$159,780
	Round Rock ISD	-$891,245
2017-	City of Liberty	-$305,275
	City of Victoria	-$186,722
	Spring Creek Oaks	-$141,824
	SCS Management	-$176,569
	South San Antonio ISD	-$216,830
	InfoMark	-$227,873
2018-	City of Galveston	-$216,865
	City of Houston – multiple	-$150,000
	The Learning Experience	-$139,294
2019-	City of Victoria	-$500,000
	Beren Academy	-$730,000
	Idea ISD	-$560,000
	BJ's Park and Rec	-$360,000
	Northshore Park	-$350,000

We are a 7+million dollar company and have multiple other projects with an equipment value of $50-$175,000. We have consistently sold over 1 million in playground equipment since signing on with Burke in 2014. We have planned several acre + parks from scratch that include soccer, baseball, pavilions, restrooms, walking paths, and playgrounds.

114 Venice St., Sugar Land, TX. 77478 855-abounds Fax 281-265-0043
info@fabplaygrounds.com

Project	Amount	
Red Elementary	$65,000.00	
Bridgeland	$133,714.00	
Cedar Park	$133,714.00	
Skeeter's Stadium	$15,000.00	
City of Houston - Discovery Green	$6,000.00	
First Colony Community Assoc.		
Austin Colony	$75,000.00	
Lakefield	$180,000.00	
Cedar Bayou	$35,000.00	
Pecan Lakes	$6,000.00	
Willow Creek	$15,000.00	
Signorelli	$16,650.00	
City of Nederland	$12,143.00	
Ricardo ISD	$22,365.00	
City of Bay City	$20,605.00	
River Ranch	$33,517.00	
City of Galveston - Lindale Park	$65,498.00	
	$835,206.00	Total WIP

www.fabplaygrounds.com
114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

CONFIDENTIAL

06/11/19
Accrual Basis

fun abounds
Balance Sheet
As of December 31, 2018

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	
Iberia Bank 9067	8,054.15
THIRD COAST 6605	7,651.45
WF 1228 SAVINGS	4,617.21
WF 7151 CHECKING	83,208.48
Total Checking/Savings	103,531.29
Accounts Receivable	
ACCOUNTS RECEIVABLE	2,016,872.68
Total Accounts Receivable	2,016,872.68
Other Current Assets	
DUE FROM 114 VENICE HOLDINGS	86,156.50
Total Other Current Assets	86,156.50
Total Current Assets	2,206,560.47
Fixed Assets	
ACCUMULATED DEPRECIATION	-10,340.63
FURNITURE & EQUIPMENT ASSETS	10,340.63
Total Fixed Assets	0.00
TOTAL ASSETS	**2,206,560.47**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
ACCOUNTS PAYABLE	1,271,071.00
Total Accounts Payable	1,271,071.00
Credit Cards	
CHASE AMAZON CC 9034	116.02
HILTON HONORS AMEX CC 5-61008	154.09
SOUTHWEST CC 7363	21,921.50
WF CC 3046	2,215.93
Total Credit Cards	24,407.54
Other Current Liabilities	
PAYROLL LIABILITIES	-9.89
SALES TAX PAYABLE	53,592.68
Total Other Current Liabilities	53,582.79
Total Current Liabilities	1,349,061.33
Long Term Liabilities	
THIRD COAST LOC 61770	89,975.92
Total Long Term Liabilities	89,975.92
Total Liabilities	1,439,037.25
Equity	
ADDITIONAL PAID IN CAPITAL	527.00
COMMON STOCK	1,000.00
OWNERS DRAW	-287,484.66
OWNERS EQUITY	140,052.76
Net Income	913,428.12
Total Equity	767,523.22
TOTAL LIABILITIES & EQUITY	**2,206,560.47**

CONFIDENTIAL

06/11/19
Accrual Basis

fun abounds
Profit & Loss
January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
AWARD BONUS INCOME	2,000.00
COMMISSION INCOME	8,280.62
FREIGHT INCOME	384,649.46
INSTALLATION INCOME	1,430,521.45
REIMBURSEMENT INCOME	65,109.43
SALES INCOME	5,948,419.29
Total Income	7,838,980.25
Cost of Goods Sold	
COST OF GOODS SOLD	4,474,534.77
FREIGHT COGS	317,019.83
INSTALLATION LABOR INCOME	1,216,791.81
Total COGS	6,008,346.41
Gross Profit	1,830,633.84
Expense	
1099-MISC	76,400.00
ADVERTISING & PROMOTION	48,136.48
AUTOMOBILE EXPENSES	14,689.07
BANK CHARGES	6,364.81
BIDDING FEE	70.00
BOND EXPENSES	16,475.00
CHARITABLE CONTRIBUTIONS	1,204.64
COMMISSIONS EXPENSES	236,654.17
Credit Card Processing	-142.58
DEPRECIATION EXPENSES	2,337.11
DUES & MEMBERSHIP EXPENSES	30,886.98
GIFTS GIVEN	6,720.90
INSURANCE EXPENSES	16,437.65
LOAN EXPENSES	7,464.65
MEALS & ENTERTAINMENT	10,586.01
MISCELLANEOUS EXPENSES	44.60
OFFICE EXPENSES	113,571.61
PAYROLL EXPENSES	151,814.86
PERMIT EXPENSES	150.00
POSTAGE & DELIVERY EXPENSES	4,407.47
PROFESSIONAL EXPENSES	52,059.73
STORAGE EXPENSES	3,705.00
SUSPENSE	34,106.64
TAXES	6,507.07
TOOLS & EQUIPMENT EXPENSES	553.00
TRADE SHOW EXPENSES	50,167.90
TRAVEL EXPENSES	21,907.46
UNIFORMS	751.62
UTILITIES	3,185.89
Total Expense	917,217.74
Net Ordinary Income	913,416.10

CONFIDENTIAL

06/11/19
Accrual Basis

fun abounds
Profit & Loss
January through December 2018

	Jan - Dec 18
Other Income/Expense	
Other Income	
INTEREST INCOME	1.04
TIMELY FILING CREDIT	10.98
Total Other Income	12.02
Net Other Income	12.02
Net Income	913,428.12

creating playground memories filled with fun

Thank you for allowing us
to present this proposal to you.

We would love the opportunity to

"create playground memories filled with fun"

For

City of Galveston
San Jacinto Park Playground
Bid:20-010

114 Venice, Sugar Land, TX 77478
855-abounds / Fax 281-265-0043
lindsay@fabplaygrounds.com
www.fabplaygrounds.com

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this____ day of _____, 20___ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and _____ on behalf of _____ ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: _____

May 2, 2020	**June 13, 2020**
Election Date	Runoff Election Date

Early Voting will be held on **April 20-24, 2020** from 8 a.m. to 5 p.m. and **April 27-28, 2020** with the polls being open from 7 a.m. to 7 p.m. On Election Day the polls will be open from 7 a.m. to 7 p.m.

1. **Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1. Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]

1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved. See the Fee Schedule]

1.3. Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost: Included in the 10% election fee]

1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

1.5. Provide Ballot by Mail services for the Entity.
[See the Fee Schedule]

1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid $40 for attending training.

1.7. Select the countywide vote center polling locations in coordination with the Entity and with the approval of Galveston County Commissioners' Court.

1.8. Provide the Entity ****and where possible the candidates running for office,*** a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before <u>January 31, 2020</u>**. Contracts submitted after this date will require a $500 fee ***which will be non-refundable regardless of whether the Entity cancels its election.***

2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.

2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.

2.5. It is understood that the Entity may need to modify its election order after **<u>January 31, 2020</u>**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **<u>February 14, 2020</u>**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective

voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than February 25, 2020**. All language on the ballot must be provided in both English and Spanish in a Word format. Any other languages required by law, must also be provided in a Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.

[See Section 1.8]

2.7. Return to Galveston County, by **March 9, 2020 5 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **March 13, 2020.**

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot.

[See Section 1.8 for related information on ballot proofing]

2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. ***Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to $1,000.00, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.***

2.9. As required by §67.017(b) and the Secretary of State's Office, the Entity must submit an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

2.10. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

2.11. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

2.12. Entity to pay a $125 fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

3. Cancellation of Contract: Except for contracts consummated after **January 31, 2020**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of **February 14, 2020.** The Entity will be obligated to pay Galveston County a $500 fee if cancelled after this grace period.

4. Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4) Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

5. Fee Schedule of Galveston County: Galveston County agrees to perform these services at the following rates:

a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: $50 per kit

b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.

c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: $465 per Verity Touch, $506 per Verity Controller and $577 per Verity Touch with access.

d) Transport the voting machines and equipment to and from the voting locations.
***Cost*: $125 delivery per location**

e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
***Cost*: Determined by the number of contests on the ballot: $600 for up to ten contests, $1,200 for up to 20, $1,800 for up to 30, $2,450 for up to 40 and $3,000 for 41 or more contests.**

f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
***Cost*: $400 for use of the equipment plus overtime for county employees doing the tabulation if applicable.**

g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
***Cost*: Included in the 10% election fee**

h) Conduct early voting, Election Day Voting, and bilingual training.
***Cost*: $48 per person per class**

i) Two or more electronic poll **pads** will be deployed (at the discretion of the Elections Division) to each polling location.
No Cost

j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.

k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
***Cost*: Base cost of $12 per hour per worker. Any worker who serves more than 40 hours in a given pay week will be compensated at time and a half for the hours served in excess of 40 hours.**

l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
***Cost*: up to $500.**

m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is $.25 per sheet.

n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is $3.00 per ballot ($3.50, if a multi-page ballot)***.

o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code the Entity will pay Galveston County the greater of Seventy-Five ($75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

_____ _____
Name Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

a) The authority with whom applications of candidates for a place on a ballot are filed;

b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or

c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur.

Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:
Dwight D. Sullivan, County Clerk
Attention: Ernest Murrie, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: ernest.murrie@co.galveston.tx.us

Entity:

_____

_____ *Phone:* _____

_____ *Email:* _____

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. **Galveston County Title VI Assurance Clause.** Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

    a) withholding of payments to the contractor under the contract until the contractor complies, and/or

    b) cancellation, termination, or suspension of the contract, in whole or in part.

6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20___.

Galveston County:

_____
Dwight D. Sullivan
County Clerk

Entity:

Name: _____

( ) City Manager ( ) Mayor
( ) Superintendent ( ) President
( ) City Secretary ( ) Other
( ) Chair County Executive Committee

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished

to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

City of Galveston

OFFICE OF THE CITY SECRETARY
PO Box 779 | Galveston, TX 77553-0779
citysecretary@galvestontx.gov | 409-797-3510

January 10, 2020

To: City Council
Brian Maxwell, City Manager

From: Janelle Williams, City Secretary

RE: Consider for approval a contract for election services between the City of Galveston and Galveston County for the purpose of holding a City Election on May 2, 2020 and a possible Runoff Election on June 13, 2020.

I. Background

A. The City of Galveston contracts with Galveston County for election services pursuant to Texas Election Code, Chapter 31.

B. The City Council will consider calling a general election on May 2, 2020 for the purposes of electing a Mayor and Council Members for Districts 1 through 6.

II. Current Situation

A. Approval of the election services contract is needed in order to move forward with the May 2, 2020 election.

B. The deadline to submit an approved and executed contract to Galveston County is January 31, 2020.

III. Issues

1. Cost – estimated total cost for the general election is $50,000. The cost could be significantly lower if the City is able to share costs with other Island entities holding elections. The cost for a possible runoff election could range from $20,000 to $50,000, depending on how many contests require a runoff.
2. Timing – approval is needed prior to January 31, 2020.

V. Recommendation

Staff's recommendation is approval of the contract between the City and the County for election services.

VI. Fiscal Impact Report

Requested by:	Janelle Williams, City Secretary
Funding Source:	Election Services Account
One-time cost:	(1) $50,000.00 for general election (2) $20,000 to $50,000 for runoff election

Respectfully Submitted,
Janelle Williams
City Secretary-

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - NOVEMBER 14, 2019

11/14/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, the workshop was called to order at 9:01 a.m.

2. ROLL CALL
Present: Mayor Pro Tem Dr. Brown, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole. Council Member Amy Bly arrived at 9:10 a.m. Mayor James Yarbrough arrived at 9:40 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 8B, 8C, 11A, 11C, 11D, 11L, 11R, and 12A were clarified by staff.

3.B. Receive And Discuss A Presentation From The Gulf Coast Water Authority (Brown/Yarbrough - 20 Minutes)
Gulf Coast Water Authority General Manager Brandon Wade provided information on the role of the Authority, including how the authority was created, their mission, counties served by the authority, and their water sources and water delivery system. Mr. Wade also provided the authority's near-term, mid-term, long-term goals, master planning and strategic planning, and the authority's water conservation plan.

3.C. Receive And Discuss An Update From The Coastal Workgroup On The Coastal Barrier Proposal (Collins/Yarbrough - 20 Minutes)
Deferred.

3.D. Discuss Cultural Arts Commission Topics (Brown/Yarbrough - 20 Minutes)
Discussion was held regarding dedicating 1% of capital improvement projects to public art. A copy of Denver's Public Art Policy was provided to Council. CM Collins reported that the City, the Art League, and the Park Board are working on the development of an Arts Master Plan. Decisions on public art will remain at the City through the Cultural Arts Commission. CM Cole commented that she is in favor of public art but the Council's goal in making the city a more livable community should be across the board and should include planting trees. Discussion was held regarding the concept of creating an official city flag. Dr. Brown introduced student and Vexillologist Dawson Finkley who has been working on some sketches for a city flag. The Cultural Arts Commission will work with Dawson to come up with some recommendations and will come back to Council at a later date.

4. EXECUTIVE SESSION
The City Council convened into Executive Session at 10:55 a.m. and reconvened into Open Session at 11:58 a.m. No action was taken during Executive Session.

4.A. Pursuant To Tex. Gov't Code 551.087, Deliberations Regarding Economic Development Negotiations, To Discuss Or Deliberate Regarding Commercial Or Financial Information That The Government Has Received From A Business Prospect That The Government Body Seeks To Have Locate, Stay Or Expand In The City Of Galveston And With Which The Governmental Body Is Conducting Economic Development Negotiations; R Deliberate The Offer Of A Financial Or Other Incentive To A Business Prospect Described Above; And Tex. Gov't Code 551.071, Consultation With Attorney On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Or Professional Conduct Of The State Bar Of Texas Clearly Conflict With This Chapter, Regarding The

Following:

4.A.1. Proposal Related To Development At The Port Of Galveston In Association With Royal Caribbean Lines.

4.B. Pursuant To Texas Government Code Section 551.072 "Deliberation Regarding Real Property" To Discuss The Purchase, Exchange, Lease, Or Value Of Real Property:

5. DISCUSSION ITEMS (Cont'd)

5.A. Discussion Of A Memorandum Of Understanding Between The Galveston Wharves Board And The City Related To Payments To The City Associated With Increased Cruise Passenger Usage In The Future (Brown/Yarbrough)
Discussion was held regarding an MOU to compensate the city on an ongoing basis for increased expenses and items that will come as a result of increased passengers contemplated by the building of Cruise Terminal 3 by Royal Caribbean. City Manager Brian Maxwell recommended that the MOU include a floor that could grow based on passenger counts. He feels the city owes it to the citizens of Galveston to not tie this to a fixed fee. City Attorney Don Glywasky and Wharves Board Attorney Tony Brown will work on details of the MOU and will bring it back to Council.

6. ADJOURNMENT
The workshop was adjourned at 12:12 p.m.

Janelle Williams, City Secretary
Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - NOVEMBER 14, 2019

11/14/2019 - 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 Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.

3. INVOCATION
   The invocation was given by Pastor Lance Anaya of Society of St. Stephen.

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. World Aids Day Proclamation - presented by MPT Brown.
B. National Adoption Day Proclamation - presented by CM Bly.
C. National Epilepsy Awareness Month Proclamation - presented by CM Hardcastle. Tristen Pearson and Cannon King presented City Council with information regarding epilepsy and HB 684.
D. Arbor Day Proclamation - presented by Dr. Cole.
E. Galveston University Fall 2019 Graduates Proclamation - presented by CM Collins.

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

7. COMMUNICATIONS AND PETITIONS
   Claims: 19-087 - David Altamirano; 19-088 - Comcast/Project Resources Group; 19-089 - Elmer J. Melgar; 19-090 - Timothy Church; 19-091 - Christina Callens/Crane; 19-092 - Raul Ramirez; and 19-093 - Marcella Reyna/Benton Law Firm.

8. PUBLIC HEARINGS

8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1402 Market - Avenue D And Legally Described As The M.B. Menard Survey, South 78 Feet

DRAFT

Of Lot 8 (8-1), Block 554, In The City And County Of Galveston, Texas As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Granting A Substantial Rehabilitation For Historic Property Tax Exemption; Designating The City Manager To Execute Those Documents Necessary To Implement The Tax Incentive Program; Planning Case Number 19LC-056; , Making Various Findings And Provisions Related To The Subject. (C. Gorman)
Ordinance No. 19-065 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 Bly, to approve the ordinance. Unanimously approved.

8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single-Family (R-1) And Commercial (C) Zoning District To Restricted Residential, Single Family (R-0) Zoning District On Various Properties As Provided In The Attached Map And Which The Properties Are Legally Described As Lots 1 – 88, Golf Crest; Lot 22-A, Golf Crest Aka 6502 Fairway Dr Replat; Lots 1 – 41 Jones Addition, Section 2; And Lots A – E, Oleander Estates (2005), In The City And County Of Galveston, Texas. Planning Case Number 19P-055; Making Various Findings And Provisions Related To The Subject. (C. Gorman)
Ordinance No. 19-066 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened. Debbie Cano spoke in opposition of the zoning change. Kevin Moran spoke in favor of the zoning change. The public hearing was closed. Motion was made by CM Listowski, second by CM Hardcastle, to approve the ordinance. Unanimously approved.

8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Commercial (C) Base Zoning District With A Height And Density Development Zone, Zone 6 (C-HDDZ-6) Overlay Zoning District For An "Auto Service/Fueling Or Charging Station" In Order To Install Three Gasoline Pumps With A Canopy On The South Side Of The Property Commonly Known As 11128 San Luis Pass Road And Which Is Legally Described As Part Of Lot 460 (460-8) Trimble And Lindsey Section 1 , In The City And County Of Galveston, Texas; Planning Case Number 19P-047; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (J. Norman)
Ordinance No. 19-067 was read by caption. Janice Norman provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by CM Hardcastle, second by CM Listowski, to approve the ordinance. Unanimously approved.

9. PUBLIC COMMENT

Agenda Items - None.

Non-Agenda Items - Joanie Steinhaus commented on the Texas Plastic Symposium; Sheila Bell spoke on various topics.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 2, "Administration", Article IV, "Boards, Commissions, And Committees", Section 2, "Galveston Commission For The Arts", Of "The Code Of The City Of Galveston 1982, As Amended" Changing The Name Of The Commission, The Composition Of The Commission, Allowing The Election Of A Secretary, Allowing The Commission To Function As An Advisory Entity To City Council For The Purpose Of Assisting The Award Of Grants For Public Art Projects; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date.
Ordinance No. 19-068 was read by caption. Motion was made by MPT Brown, second by CM Collins, to approve the ordinance. Unanimously approved.

10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 33, "Taxation" Of "The Code Of The City Of Galveston 1982, As Amended" By Amending The Regulations Of Appointments Of The Arts And Historical Preservation Advisory Board; Making Changes To The

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Procedures Of The Arts And Historic Preservation Board By Requiring Quarterly Reports; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date.
Ordinance No. 19-069 was read by caption. Motion was made by Mayor Yarbrough, second by CM Listowski, to approve the ordinance. Unanimously approved.

10.C. City Code Review:

10.C.1. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 16, "Harbors, Wharves And Docks", To Amend, Update, Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)
Ordinance No. 19-070 was read by caption. Motion was made by MPT Brown, second by CM Hardcastle, to approve the ordinance. Unanimously approved.

10.C.2. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending, Chapter 25, "Oil And Gas," Of The Code Of The City Of Galveston, 1982, As Amended, Updating The Code Regarding Preemption By The State Of Regulations On Oil And Gas Operations And Allowing Regulations By The City Of Above Ground Related Activities, Including Regulations Under Specific Circumstances, In Accordance With State Law; Providing For An Effective Date; Making Various Findings And Provisions Related To The Subject (Legal)
Ordinance No. 19-071 was read by caption. Motion was made by CM Collins, second by MPT Brown, to approve the ordinance. Unanimously approved.

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 CM Hardcastle, second by CM Collins, to approve Consent Items 11A through 11CC. Unanimously approved.

11.A. Consider For Approval Accepting The City Auditor's Report On The Management And Operating Agreement For The Downtown Intermodal Transportation Terminal Audit Report PORT-SP2019-3. (G. Bulgherini)

11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Casting The City's 236 Votes For The Election Of The Galveston Central Appraisal District Board Of Directors; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Galveston Central Appraisal District Before December 13, 2019; Providing For Findings Of Fact And Providing For An Effective Date.
Resolution No. 19-047

11.C. Consider For Approval The Purchase Of 10 S Shore Drive, Galveston, TX 77551 In The Amount Of $119,000 Plus Closing Costs. (B. Cook)

11.D. Consider For Acceptance A Grant Award From The Moody Foundation For Assistance With The Creation Of A Public Green Space (City Hall Public Plaza) On The Site Of The Former Central Fire Station, Consistent With The Grant Application Submitted To The Foundation On September 10, 2019, As Part Of A Revitalization Plan For The City Hall Neighborhood, And Authorize The City Manager To Sign All Necessary Documents Upon Final Approval By The City Attorney. (T. Wrobleski)

11.E. Consider Approval Of DCMC Partners Task Order #3 Authorizing The Expenditure Of An Amount Not To Exceed $40,000.00 For Technical Assistance And Disaster Consulting Services. (T. Wrobleski)

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11.F. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Apply For A Texas Department Of Transportation, Aviation Division, Grant For The Engineering/Design And Construction Phase Of Rehabilitating The Asphalt Section Of Runway 14/32 And Joint Seal Repairs To The North Apron For Fiscal Year 2020; Authorizing The Texas Department Of Transportation As Agent For The City Of Galveston For The Purposes Of Applying For, Receiving, And Disbursing All Funds For These Improvements; Directing The City Manager To Execute All Necessary Documents Relating To The Grant; Providing For Findings Of Fact And Providing For An Effective Date Upon Final Approval By The City Attorney (M. Shahan).
Resolution No. 19-048

11.G. Consider For Approval Increasing The Contract Amount For The Administration Of Run-Out Health Insurance Claims Through Boon-Chapman In The Amount Of $16,000.00 For A Total Not To Exceed $61,000.00 (COG-CON-19-086) (K. Etienne).

11.H. Consider For Approval The Annual Renewal Of The Inter-Local Agreement With Texas Municipal League Intergovernmental Risk Pool For The 2019–2020 Fund Year For Workers Compensation TPA Coverage. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Simmons)

11.I. Consider For Approval The Annual Renewal Of The Inter-Local Agreement With Texas Municipal League Intergovernmental Risk Pool For The 2019–2020 Fund Year For Liability And Property Coverage. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Simmons)

11.J. Consider For Approval Allowing The Police Department To Purchase Eleven (11) Tasers And Related Equipment From Axon Enterprise Inc. Under Texas SmartBuy Contract 680-A1 At A Cost Of $16,093.00. The Funding Source Is The Police Academy Minor Equipment Account. (V. Hale)

11.K. Reject The Proposals For RFP 19-02 And Consider For Approval The Bid From Dynamic Sports Construction For Bid 19-007 McGuire Dent Gymnasium Floor Replacement In The Amount Not To Exceed $79,279.00. (M. Rabago)

11.L. Consider For Approval The Contract For Construction Services With Fun Abounds Inc. (Buyboard Contract #592-19) For The Installation Of Shaded Benches And Purchase Of Picnic Tables For Lindale Park In The Amount Not To Exceed $65,498.34. (M. Rabago)

11.M. Consider For Approval Of An Interlocal Agreement Between The City Of Galveston And Galveston College For The Usage Of Bernard Davis/Pony Colt Stadium. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)

11.N. Consider For Approval Purchasing Pool Maintenance Chemicals, Supplies, And Equipment For Lasker Park Pool, Using The Buyboard Contract (#533-17) With Progressive Commercial Aquatics. (M. Rabago)

11.O. Consider For Approval The Inter-Local Agreement Between The City Of Galveston And The City Of Jamaica Beach To Supply Potable Water To City Of Jamaica Beach And To Authorize The City Manager To Execute The Agreement. (A. Grasso)

11.P. Consider For Approval A Payment To The Texas Commission On Environment Quality For Annual Operating Permit Fees For The Water And Wastewater Divisions For The Fiscal Year. The Estimated Cost Is $181,637.41. (R. Pugh)

11.Q. Consider For Approval A Proposal From Intertek PSI For $88,694 To Perform Design-Construction Administration And Construction Material Testing Services For The Construction Of The Legas Drive Bulkhead. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Christodoss)

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11.R. Consider For Approval The Proposal From T. Baker Smith (TBS), To Perform A Hydraulics And Hydrology Study And Design For The 14th Street Drainage Improvement Project – DR-4332-024 For A Fee Not To Exceed $2,272,861. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney And Authorizing The Finance Director To Utilize Local Funds In Advance Of Anticipated Reimbursement. (D. Christodoss)

11.S. Consider For Approval A Proposal From Alpha Testing, For The 49th Street Construction FromAvenue P To Avenue S-1/2 In The Amount Not To Exceed $49,703.00 To Perform Construction Material Testing Engineering Services. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Christodoss)

11.T. Consider For Approval The Purchase Of Traffic Signal Components For Replacement Of Damaged Traffic Signal Components From Texas Highway Products, LTD In The Amount Of $42,600.00. (K. Hockersmith)

11.U. Consider City Council Ratification Of The City Manager's Action Approving A Purchase With Gulf Coast Limestone, Inc. To Facilitate The Emergency Repairs To The Streets In Various Locations Due To Public Safety Concerns In The Amount Of $23,295.69 Consistent With Sec. 252.022 (A) (2) Of The Local Government Code. (K. Hockersmith)

11.V. Consider For Approval Bid #19-011A For The Annual Street Materials Bid From Various Vendors (HD Industries, Martin Asphalt, Kelso, Vulcon). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (K. Hockersmith)

11.W. Consider For Approval Change Order #4 To The Contract With J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project, Increasing The Contract By $208,808.00 From The Amount Of $10,721,908.20 To The Amount Of $10,930,716.20. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

11.X. Consider For Approval Of Change Order No. 7 To The Contract With Brunel Industrial & Pipeline Services, LLC, For The Rehabilitation Of Ground Storage Tanks At 59th Street Project, Increasing The Contract By $26,304.24 From The Amount Of $8,003,375.55 To A New Total Amount Of $8,029,679.79, And Extending The Term Of The Contract By 165 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

11.Y. Consider For The Approval Of The OEM (Original Equipment Manufacturer) Auto Parts And Repair Service Contracts To The Responding Bidders That Conformed To The Specifications In Bid #19-015; And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

11.Z. Consider For The Approval Of The Contract For Welding Services On City Vehicles And Equipment To Broom Welding And Island Machine Works, Who Were The Responsive Bidders On Formal Bid #19-013, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

11.AA. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Lift For Wastewater Treatment) And Associated Equipment From Associated Supply Company (ASCO) Through HGAC Buy For A Total Price Of $17,092.44 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

11.BB. Consider For The Approval Allowing Purchases Of Emergency Warning Equipment, Supplies, Installs And Repairs Utilizing The Buy Board Cooperative Purchasing Contract With Siddons Martin Emergency Group (Contract 571-18), And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. Estimated Costs For Products Not To Exceed Council Approved Budgets. (D. Smith)

11.CC. Consider For Approval Minutes Of The October 17, 2019 Workshop And Regular Meeting. (J. Williams)

12. ACTION ITEMS

12.A. Discuss And Consider For Action Directing The Port Of Galveston To Comply With The City Auditor's Request For Information From The Port Concerning The Audit Plan Approved By City Council. (Brown/Yarbrough)
Withdrawn.

12.B. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

Animal Services Advisory Board - Motion was made by CM Cole, second by MPT Brown, to appoint Suzanne Peloquin to Position 4. Unanimously approved.

Arts and Historic Preservation Advisory Board - Motion was made by CM Collins, second by CM Hardcastle, to appoint: Position 1 - Joyce Townsend, Position 2 - Sam Malchar, Position 3 - Ellen Morrison, Position 4 - Greg Bruce, Position 5 - Mary Branum, Position 6 - Surinder Aulakh, and Position 7 - Christine Hopkins. Unanimously approved.

Building Board of Adjustments and Appeals - None

Cultural Arts Commission - Motion was made by CM Collins, second by MPT Brown, to appoint: Position 1 - Nick Barbee, Position 2 - Becky Major, Position 3 - Kathleen DiNatale, Position 5 - Trey Click, Position 6 - Claire Reiswerg, Position 7 - Pat Jacobi, Position 8 - Kenneth Shelton, and Position 9 - Chief Tourism Officer of the Convention and Visitors Bureau Michael Woody. Unanimously approved.

Families, Children and Youth Board - Motion was made by Mayor Yarbrough, second by CM Hardcastle, to appoint: Position 1 - Torrina Harris, Position 7 - Jennifer Hart, Position 9 - Roniqual Harris, Position 10 - Brandon Williams (from Alternate), and Position 13 - Donovan Wilson. Unanimously approved.

Landmark Commission - Motion was made by CM Collins, second by CM Hardcastle, to appoint Sarah Moore Click to Position 1. Unanimously approved.

Tree Committee - Motion was made by CM Bly, second by CM Collins, to appoint Nan Wilson - District 1, and to reappoint Chris Arneson - District 3. Unanimously approved.

Zoning Board of Adjustments - Motion was made by MPT Brown, second by CM Collins, to appoint Alice Watford - Position 1, William Clement - Alternate 1, and Sharon Stencil Thompson - Alternate 2. Unanimously approved.

12.C. Discuss And Consider Appointments H-GAC Boards And Committees:
General Assembly and Board of Directors - Motion was made by Mayor Yarbrough, second by CM Bly, to appoint Member MPT Brown and Alternate CM Collins from the present date through December 31, 2020. Unanimously approved.
Transportation Policy Council - Motion was made by Mayor Yarbrough, second by CM Collins, to appoint Member MPT Brown and Alternate Garrett McLeod. Unanimously approved.
Technical Advisory Committee - Motion was made by Mayor Yarbrough, second by CM Hardcastle, to reappoint Member Kyle Hockersmith and Alternate Daniel Christodoss. Unanimously approved.

13. ADJOURNMENT
The meeting was adjourned at 2:50 p.m.

Janelle Williams, City Secretary

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Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - DECEMBER 12, 2019

12/12/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
   With a quorum present, the workshop was called to order at 9:05 a.m.

2. ROLL CALL

   Present: Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. 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)
Items 10A, 10C, 10E.1, 10E.2, 10E.5, and 11K were clarified by staff.

3.B. Receive And Discuss An Update From The Coastal Workgroup On The Coastal Barrier Proposal (Collins/Yarbrough - 1 Hour)
U. S. Army Corps of Engineers Kelly Burks-Copes and Texas General Land Office Tony Williams presented Council with a Coastal Texas Study Update. Based on input during the comment period, the study team is: (1) Establishing GLO-led community working groups, (2) dropping the barrier levee along Galveston Island and Bolivar Peninsula from the study completely, and investigating a dune-and-beach system along Bolivar Peninsula beach, (3) re-aligning the Galveston Ring Barrier, (4) evaluating non-structural measures on the west side of upper Galveston Bay, and (5) exploring the use of storm surge gates at Clear Creek and Dickinson Bayou. The proposed beach/dune construction and/or restoration projects include: (1) construction of a beach/dune system along the Gulf-side of Bolivar Peninsula, (2) construction of beach/dune system along the Gulf-side of the west end of Galveston Island, and (3) maintenance and re-nourishment of the existing beach/due system along the Gulf-side of South Padre Island. The proposed beach/dune systems will maintain pedestrian and vehicular beach access by incorporating walk and drive over infrastructure at locations designated by each local government. Beach access will follow the Texas Open Beaches Act of 1959 and any federal access requirements. The proposed coastal barrier system along the upper Texas coast is comprised of a complementary system of measures focused on reducing coastal storm surge. As such, each proposed measure, including the proposed beach and dune system along Bolivar Peninsula, sector gates at Bolivar Roads, ring barrier around Galveston Island, and beach and dune system along the west end of Galveston Island, is needed to provide a comprehensive level of flood/coastal risk management. To address storm surge flooding from the bayside, the Galveston Ring Barrier would be constructed around the highly developed and low-lying portions of the City of Galveston. This feature consists of 18 miles of floodwalls, highway gates, railroad gates, a 2,400 foot crossing of Offatts Bayou with surge gates for navigation and environmental flow, and pump stations. The ring barrier would encompass the Lindale, or "Fish Village" neighborhood on the far east end of Galveston, consisting of a two-foot floodwall on top of the existing piers adjacent to the Strand Historical District on the north side of the island, continue west on Harborside Drive, wrap around Offatts Bayou to 103rd Street, and connect to the Seawall on the west end of the island. A second public review and comment period will be held during the summer of 2020.

3.C. Report Of City Council's Park Board Representative (Collins/Yarbrough - 10 Minutes)

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CM Collins reported on the following: (1) The Park Board's 2020 CIP is on today's agenda for approval; (2) The five year CIP will be coming probably in January; (3) Stewart Beach Drainage project is geared up and ready to go; and (4) The CIP includes $400,000 for demolition of the pavilion at Seawolf Park whether FEMA funding is received or not.

3.D. Discussion Of A K9 Recreation Area At Scholes International Airport (Cole/Yarbrough - 15 Minutes)
City Manager Brian Maxwell reported on an Interlocal Agreement with the school district to use land next to the bus barn at the Airport for creation of a K-9 recreation area. The city will clear and maintain the land, and will be able to use it until the school district needs it. The revenue source will be the remaining District 6 Neighborhood Funds.

3.E. Presentation From Representatives Of The Galveston Wharves On The Lease Agreement With Galveston Cruise Terminals, LLC (Brown/Yarbrough - 15 Minutes)
Port of Galveston representatives Tony Brown and Rodger Rees provided information on the lease agreement. Monetary components include: (1) a term of 60 years, with a 20 year primary term and four 10 year renewals, (2) base rent of $4 million base rent annually, beginning at commencement of the primary term, (3) for the first 10 years of the primary term the Wharves gets 95% of gross parking revenues, and in years 11 through 60 the Wharves gets 90% of gross parking revenues, (4) the initial base passenger fee of $7.50 goes to Royal Caribbean and may increase up to 3% per year beginning in 2021, (5) the initial additional passenger fee is 25 cents per movement will be used to make annual payments to the City under the MOU between the City and the Wharves. The property covered includes 10 acres at Pier 10. The Wharves has the right to use the Pier when no cruise vessel is present, and the Wharves is obligated to maintain the pier during the lease term. Construction is estimated to be complete by October 21, 2021. The Wharves Board approved the lease agreement at their meeting on December 11, 2019.

4. EXECUTIVE SESSION
The City Council convened into Executive Session at 12:07 p.m. and reconvened into Open Session at 12:55 p.m. No action was taken during Executive Session.

4.A. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

4.A.1. Cause No. 19-CV-2139; Allen Flores. Vs. City Of Galveston Et Al; In The 212th Judicial District Court Of Galveston County Texas

4.A.2. An Ordinance Of The City Of City Of Galveston, Texas Suspending Operation Of The Galveston Civilian Review Board Pending Receipt Of Amendments Related To Its Operations, Providing For An Effective Date And Enacting Other Matters Therewith. (Legal)

5. ADJOURNMENT
The workshop was adjourned at 12:57 p.m.

Janelle Williams, City Secretary
Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - DECEMBER 12, 2019

12/12/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
   With a quorum present, the meeting was called to order at 1:17 p.m.

2. ROLL CALL

   Present: Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.

   Absent: Mayor James Yarbrough.

3. INVOCATION
   The invocation was given by Pastor Richard Rhoades of First Lutheran Church.

4. PLEDGE OF ALLEGIANCE
   The Pledge of Allegiance to the American Flag and the Texas Flag were led by MPT 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

   2. Information regarding holiday schedules

   3. Recognition of individuals - **Buzz Elton of the Houston Jewish Community Foundation presented a check in the amount of $20,000 as a donation for the purchase of drones and marine/dive team equipment for the Galveston Police Department; members of Better Parks for Galveston presented a check in the amount of $15,000 as a donation for the purchase of new computers at Wright Cuney Recreation Center.**

   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 September 30, 2019. (M. Loftin)
   The Investment Report was presented by Assistant City Manager Mike Loftin.

7. COMMUNICATIONS AND PETITIONS
   Claims: 19-087 - David Altamirano; 19-088 - Comcast; 19-089 - Elmer J. Melgar; 19-090 - Timothy Church; 19-091 - Christina Callens/Crane; 19-092 - Raul Ramirez; 19-093 - Marcella Reyna; 19-094 - Carolyn Gaido; 19-095 - Fannie Williams; 19-096 - Tom Dring; 19-097 - Casey Farris; 19-098 - Allen Flores.

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8. PUBLIC HEARINGS

8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 2406 Church / Avenue F, As A "Galveston Landmark", Property Is Legally Described As Lot 9, Block 444, 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-058; Making Various Findings And Provisions Related To The Subject. (J. Norman)
Ordinance No. 19-072 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 Collins, to approve the ordinance. Unanimously approved by those present.

8.B. Landmark Designation - 2102 Bernardo De Galvez (D. Lunsford)

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 2102 Bernardo De Galvez / Avenue P, As A "Galveston Landmark", Property Is Legally Described As M. B. Menard Survey, Lot 8 And East 1/2 Of Lot 9, Southeast Block 68 Galveston Outlots, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number 19P-056; Making Various Findings And Provisions Related To The Subject.

Ordinance No. 19-073 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 Collins, to approve the ordinance. Unanimously approved by those present.

8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Residential, Single Family, (R-1) Base Zoning District To Allow "Outdoor Storage" For The Storage Of Boat Trailers On A Vacant Lot, On The Property Commonly Known As Lot 16 Pirates Retreat Subdivision And Which Is Legally Described As Part Of Lot 16, Pirates Retreat, A Subdivision In The City And County Of Galveston, Texas; Planning Case Number 19P-053; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (J. Norman)
Ordinance No. 19-074 was read by caption. The public hearing was opened. Jerry Mohn spoke in favor of the PUD; Shaun Migues requested that Council add some additional conditions. The public hearing was closed. Motion was made by CM Cole, second by CM Bly, to approve the PUD with the conditions approved by the Planning Commission, and CM Bly's recommendation of the added condition that only members of the neighborhood may park their boat trailers on the property. Unanimously approved by those present.

9. PUBLIC COMMENT

Agenda Items: Herbert Turner and Philip Brown- Item 10A; Anastasia Shelton, Dr. Lea Fistein, Lisa Hanson, Marissa Nuttal, Joanie Steinhaus, Theresa Morris, Connie Patterson, and Ron Venable - Item 10.E.2; Johnny Smecca - Item 12A.

Non-Agenda Items: Tim Hosik - yard art; Rick Warren - vehicular beach traffic; Betty Durgin, Tina Harris, Ericka Bowman - Sandpiper Cove Apartments; Kelly de Schaun - Holiday Greetings.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

10.A. Consider For Approval An Ordinance Of The City Of City Of Galveston, Texas Suspending Operation Of The Galveston Civilian Review Board Pending Receipt Of Amendments Related To Its Operations,

Providing For An Effective Date And Making Various Findings And Provisions Related To The Subject. (Legal)
Ordinance No. 19-075 was read by caption. Motion was made by MPT Brown, second by CM Collins, to approve the ordinance. City staff will bring back a report to City Council at the February meeting. Unanimously approved by those present.

10.B. Consider For Approval An Ordinance Of The City Of City Of Galveston, Texas Terminating Tax Increment Reinvestment Zones Number Twelve And Fourteen Within The City Of Galveston, Texas; Approving An Interlocal Agreement With Galveston County, Texas And The City Of Galveston Relating To Procedures Following The Termination Of Each Zone; Terminating Prior Interlocal Agreements With Galveston County And Galveston County Navigation District Related To Each Zone; Directing The Galveston Island Redevelopment Authority To Issue Final Payments And Distributions As Set Out In The Interlocal Agreement With The County Of Galveston, Providing For An Effective Date And Enacting Other Matters Therewith. (D. Glywasky/M. Loftin)
Ordinance No. 19-076 was read by caption. Motion was made by CM Collins, second by CM Listowski, to approve the ordinance. Unanimously approved by those present.

10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving The Amended And Restated Articles Of Incorporation And The Amended And Restated Bylaws Of Galveston Island Redevelopment Authority; Directing The Filing Of The Same With The Office Of The Texas Secretary Of State, Providing For Finding Of Fact And Providing For An Effective Date. (Yarbrough)
The Ordinance was read by caption. Motion was made by CM Cole, second by MPT Brown, to defer the ordinance. Unanimously approved by those present.

10.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Authorizing The Reallocation Of Two (2) Police Officer Positions To Increase The Number Of Sergeant Positions From 27 To 29; Specifying The Total Number Of Classified Civil Service Police Department Personnel Positions At 163; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date Of December 21, 2019. (K. Etienne)
Ordinance No. 19-077 was read by caption. Motion was made by CM Collins, second by CM Hardcastle, to approve the ordinance. Unanimously approved by those present.

10.E. City Code Review:

10.E.1. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 4, "Alcoholic Beverages", To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties, As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal).
Ordinance No. 19-078 was read by caption. Motion was made by CM Bly, second by MPT Brown, to approve the ordinance. Unanimously approved by those present.

10.E.2. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 7, "Animals And Fowl", To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties, As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)
Ordinance No. 19-079 was read by caption. Motion was made by CM Listowski, second by CM Hardcastle, to approve the ordinance with amendments to (1) in Section 7-17 put back in the exemption for horses, and (2) in Section 7-18(f) revert to the original language by removing "at any time". In favor: Collins, Hardcastle, Listowski, and Cole. In opposition: Brown and Bly. The motion carried.

10.E.3. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 9, "Bicycles", To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties, As Applicable; Making Various Findings And Provisions

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Related To The Subject; Providing For An Effective Date. (Legal).
Ordinance No. 19-080 was read by caption. Motion was made by MPT Brown, second by CM Bly, to approve the ordinance. Unanimously approved by those present.

10.E.4. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 12.5, "Fair Housing", To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties, As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)
Ordinance No. 19-081 was read by caption. Motion was made by CM Listowski, second by CM Hardcastle, to approve the ordinance. Unanimously approved by those present.

10.E.5. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 24, "Offenses - Miscellaneous", To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties, As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)
Ordinance No. 19-082 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

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 Hardcastle, to approve Consent Items 11A through 11T. Unanimously approved by those present.

11.A. Consider For Approval Accepting The City Auditor's Special Request Report On Tipsy Turtle's Concessions CITYSP2020-1 (G. Bulgherini).

11.B. Consider For Action Adopting The 2019 Proposed Investment Policy. (M. Loftin)

11.C. Consider For Action Authorizing The Accounting Manager To Act As An Authorized Representative On The City's TexPool Investment Account. (M. Loftin)
Resolution No. 19-051

11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Extending The Term For The Complete Count Committee; Providing For Findings Of Fact And Providing For An Effective Date (Legal)
Resolution No. 19-049

11.E. Consider For Approval Payment To Central Square Company, Formally Superion, LLC , In The Amount Of $116,949.58 For The Police Department's Annual Renewal Of The Police Records Management Software. The Renewal Provides Updates And Technical Support To Ensure That The OSSI Police Records Management System Is Kept In Optimal Running Condition. (H. Dean)

11.F. Consider For Approval Authorizing Payments To Tyler Technologies In A Total Amount Not To Exceed $47,082.00 For Software Maintenance Of The Court Case Management System Through The End Of Fiscal Year 2020. (G. Lopez)

11.G. Consider For Approval The Acceptance Of A Donation In The Amount Of Twenty Thousand Dollars ($20,000.00) From The Houston Jewish Community Foundation (HJCF) For The Purchase Of Technology To Start Departmental Unmanned Aircraft Systems (UAS) Or "Drones" And Marine / Dive Team Equipment. (V. Hale)

DRAFT

11.H. Consider For Approval The Acceptance Of A Donation In The Amount Of Fifteen Thousand Dollars ($15,000.00) From Better Parks For Galveston For New Computer Equipment At Wright Cuney Recreation Center. (B. Sanderson)

11.I. Consider Approving An Amendment To The Transfer Station Operating Agreement, Capital Improvements List, With BFI To Include The Additional Purchase Of A Scale In The Amount Of $75,394.00 And To Revise The Capital Improvement Fee From $0.46 Per Ton To $1.68 Per Ton. (C. DeWitt)

11.J. Consider For Approval Change Order No. 3 To The Contract With E. P. Brady, Ltd., For The Sanitary Sewer Improvements Along 8 Mile Road From Stewart Road To Sunny Beach Project, Increasing The Contract By $118,154.00 From The Amount Of $2,455,529.85 To A New Total Amount Of $2,573,683.85, And Extending The Contract Term By 10 Days. (D. Anderson)

11.K. Consider Approval Of A Contract With E. P. Brady, Ltd., For The 24 Inch Water Transmission Line From 59th Street Pump Station To The Airport Pump Station (RFP #19-24) In An Amount Not To Exceed $18,000,000.00 For The Base Bid Plus Alternate A, B, D, F, G, H, I, J, K, And L. (D. Anderson)

11.L. Consider For Approval Change Order No. 4 To The Contract With Ardent Construction LLC, For The 30th Street Water & Electric Light Station Rehabilitation Project Increasing The Contract By $65,188.00 From The Amount Of $3,010,180.51 To A New Total Amount Of $3,075,368.51. (D. Anderson)

11.M. Consider For Approval A Contract Between The City Of Galveston And John A. Walker Roofing Co., Inc. For Repair Of 30th Street Pump Station Internal Gutter System In The Amount Of $45,290. (R. Pugh)

11.N. Consider For Approval The Purchase Of A Replacement Power Transformer For The New 30th Street Pump Station In The Amount Of $56,060. (R. Pugh)

11.O. Consider For Approval The Bid From Dynamic Sports Construction For RFP 19-012 Wright Cuney Gymnasium Floor Replacement In The Amount Not To Exceed $79,291.38. (M. Rabago)

11.P. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment (Pickups For Streets, Animal Control And Traffic Divisions) From Silsbee Ford Inc. Through Good Buy For A Total Price Of $216,334 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

11.Q. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment (Van For Information Technology) From Silsbee Ford Inc. Through Good Buy For A Total Price Of $31,988.25 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

11.R. Consider For Approval The Park Board 2020 Capital Improvement Plan. (Collins/Yarbrough)

11.S. Receive And File Mayor Yarbrough's Reappointment Of C. Wayne Brown To The Firefighters Pension Board. (Yarbrough)

11.T. Receive And File The Following Documents:

12. ACTION ITEMS

12.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 Wharves Board Of Trustees Providing For The Payment Of Certain Fees By The Port To The City Of Galveston Incidental To The Lease Agreement Between The Port And Galveston Cruise Terminal LLC.; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

DRAFT

Motion was made by MPT Brown, second by CM Hardcastle, to approve Resolution No. 19-050. Unanimously approved by those present.

12.B. Consideration Of Request Of The Galveston Wharves Board Of Trustees For Execution By The City Of Galveston Of The Attached Signature Page Recognizing The Authority Of That Board To Enter Into The Lease With Galveston Cruise Terminals LLC, A Subsidiary Of Royal Caribbean Lines. (Legal)
Motion was made by CM Hardcastle, second by CM Bly, authorizing the Mayor to execute the signature page recognizing the authority of the Wharves Board to enter into the lease agreement with Galveston Cruise Terminals, LLC. Unanimously approved by those present.

12.C. Consideration Of Recommendation Of The City Attorney To Retain The Lowell Denton Of The Firm Of Denton Navarro To Appear And Defend The City Of Galveston In Cause No. 19-CV-2139; Allen Flores. Vs. City Of Galveston Et Al; In The 212th Judicial District Court Of Galveston County Texas, And Authorizing The City Attorney To Sign An Engagement Letter Securing Such Representation. (Legal)
Motion was made by MPT Brown, second by CM Collins, to approve the recommendation of the City Attorney to retain Lowell Denton and authorizing the City Attorney to sign an engagement letter up to $50,000.00, and any additional amount would come back to Council. Unanimously approved by those present.

12.D. Discuss And Consider For Action Directing City Staff To Close Out The Neighborhood Fund Program, Excluding District 6, And Transfer The Remaining Funds To The General Fund. (Yarbrough)
Motion was made by CM Cole, second by CM Listowski, to defer this item until the January meeting. Unanimously approved by those present.

12.E. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

Arts & Historic Preservation Advisory Board - Position 4 - Motion was made by MPT Brown, second by CM Collins, to defer the appointment. Unanimously approved by those present.

Building Board of Adjustments and Appeals - Positions 1, 2, 5, 6, and Alternate 1 - No action.

Families, Children and Youth Board - Positions 15, 21, and 22 - Motion was made by MPT Brown, second by CM Bly, to appoint Dr. Beth Auslander, and Dr. Stacy Tezino. Unanimously approve by those present.

Landmark Commission - Position 7 - Motion was made by MPT Brown, second by CM Collins, to appoint Clyde Wood. Unanimously approved by those present.

13. ADJOURNMENT
The meeting was adjourned at 3:24 p.m.

Janelle Williams, City Secretary
Date Approved:

DRAFT

GALVESTON WHARVES

STRATEGIC MASTER PLAN

Prepared for:

Port of Galveston Wharves

December 12, 2019

Prepared by:

Bermello Ajamil & Partners

- John Martin Associates
- HDR Engineering
- Lambert Advisory
- Atkins Engineering

INDEX

1. Introduction ... 3
2. History ... 5
3. Commodity Forecasts And Facility Demand ... 6
Cargo Market ... 6
Fruit Market ... 7
Auto & Ro-Ro Market ... 7
Grain Market ... 8
Fertilizer Market ... 8
Liquid Bulk Market ... 9
Wind Energy and Project Cargo Market ... 9
Ship and Rig Repair ... 10
Container Market ... 10
Pelican Island Development Opportunities ... 10
Cruise Market ... 10
Cruise Berth Demand ... 12
Commercial Economic & Market Assessment ... 12
Retail Market Opportunity ... 12
Commercial Market ... 13
4. Port of Galveston Today ... 14
Existing Conditions ... 14
Cruise Terminals ... 14
Parking ... 14
Galveston Channel ... 14
Free Trade Zone ... 15
Port Infrastructure ... 15
Environmental ... 19
Public Comment Process ... 20
5. Preferred Master / Vision Plan: 5, 10, 20 Year Projects, Capital Improvement Plan ... 21
Investing for the future ... 21
Financial Challenges ... 21
Traffic Improvements ... 22
Current Land Use ... 22
Port Wide Projects ... 25
West Port Capital Improvement Projects ... 26
Mid Port Projects ... 30
East Port Projects ... 33
Pelican Island Projects ... 36
Port Wide Vision Plan 2040 ... 38
Connectivity and Traffic ... 39
Economic and Social Impact of Master Plan Scenarios ... 40
Impact Definitions ... 40
Impact Summary of Cargo Scenarios ... 41
Impact Summary of Cruise Scenarios ... 41
Impact Summary of Pelican Island Scenario ... 42
Project Resource Impacts ... 42
6. Financial and Implementation Plan ... 44
Historical Financials ... 44
Gross Revenues ... 44
Expenses ... 45
Net Revenues ... 46
Projected Financials ... 46
Future Gross Revenues ... 46
Projected Net Revenues ... 47
Capital Program and Schedule ... 49
Financing ... 50
Feasibility ... 50
Decisions on Future Investments ... 51
Funding Opportunities ... 51
Implementation ... 53
Moving Forward ... 53

1. Introduction

The Board of Trustees of the Galveston Wharves retained Bermello, Ajamil & Partners, Inc. (B&A) along with a team of experts to assist the Port in assembling a Strategic Master Plan (SMP) to guide the Port into the future. The SMP that follows creates a vision and direction that can be embraced by the community, with a future vision for the Port, based upon market demand and business acumen.

The plan was drafted over a one plus-year period. It was presented and approved by Galveston Wharves Board of Trustees ("Board") in November 2019. A separate Executive Summary Report was published at the time, providing an easy-to-read summary. This document provides further detailed backup information relative to the details of the plan.

The Strategic Master Plan suggests a series of developments and projects to coincide with the anticipated market demand for those services. The plan has a proposed execution approach and sequence to achieve a vision in a financially responsible and sustainable way. This plan should only be viewed in the context of guiding the long-term potential of the Port and informing the Port's near-term annual and five-year Capital Improvement Program. Subsequently, each project can be reviewed for further feasibility, timeliness, costs, and executed at the time of specific Board approval.

As part of the SMP, together with the Port Management Team, the best and highest uses for Port facilities including berths, terminals, and industrial properties, and prioritizing the development and expansion of those facilities for the 5 to 20-year planning horizon were assessed and identified.

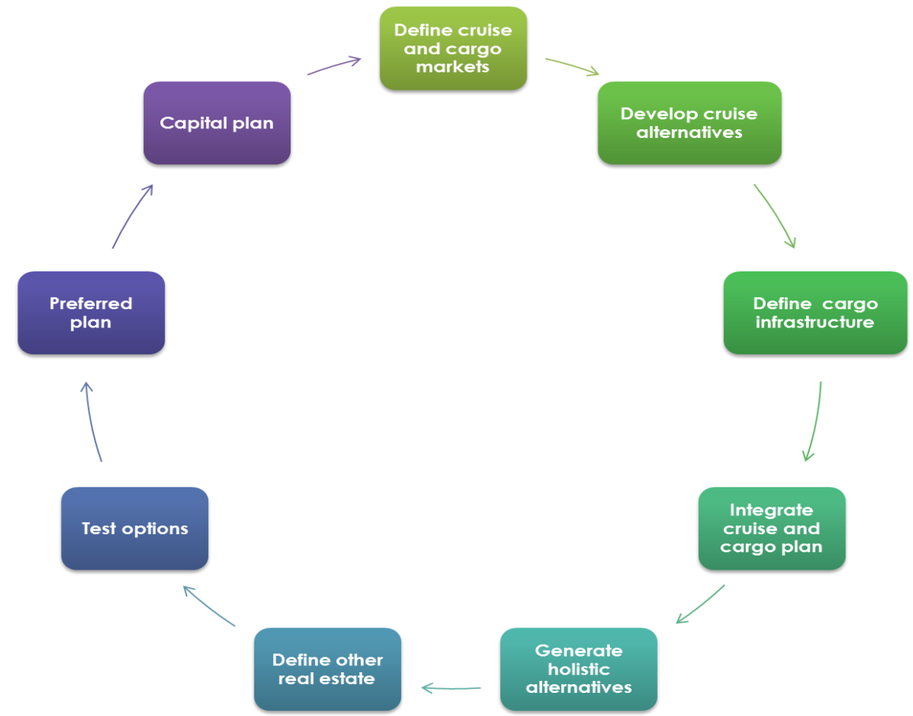
The 2019 SMP is designed to be reviewed and updated regularly, incorporating new information and developments, refining market projections and opportunities, and evaluating and updating development and investment priorities. The Plan is an evolving document that establishes a strategic vision to direct the future development of the Port of Galveston to include financial projections for the proposed SMP addressing the sustainability/profitability of the range of options for conceptual port infrastructure.

However, the plan does provide a long-term view for organizing the Port to make decisions of locations for activities and improvements that will yield the most efficient use of the Port's land and marine resources. This plan is also based on a robust financial analysis to assure the sustainable financial health of the Port in that it can provide for all of its operating and capital needs going forward from its revenues collected from activities within the Port, as well as through strategic partnerships that allow for substantial investments in key infrastructure to further provide for demand in the realms of cargo, cruise, commercial and industrial development.

Adjusting the Growth Pattern

The Port of Galveston has seen limited growth and investment into infrastructure over the past 20-years. Moving forward, there are opportunities that require planning to determine how to best position the Port to meet its mission and role within the community.

Understanding the issues and recognizing the opportunities and limitations will allow the creation of a realistic and functional Master Plan that can serve the Port of Galveston well into the future. The Plan is intended to address key components that would allow for new growth of the Port. The planning approach followed the cycle shown below based upon discussions with Port leadership before defining a final scope of services.



Operational revenues for the Port and private industries are essential to implementing any recommendations in this plan. A strategy was developed to increase revenues and provide enhanced opportunities for the Port to reinvest in development. These include partnerships that allow for investment in critical infrastructure to enhance the opportunities for increased cargo and cruise business. Private development is critical to the future success of the Port as the current revenues and funding capacity does not allow for the Port to create the necessary infrastructure for growth on its own. As part of the overall strategic plan, identifying Local, State, and Federal funding programs that can assist the Port make needed improvements to its infrastructure is a critical element that will allow for a transition to elevate cargo opportunities and provide for a platform for success.

Additionally, opportunities for public/private partnerships (P3s) to accelerate development and reduce Port risks are identified with recommended levels of investment shown for key projects in cargo, cruise, and overlapping public infrastructure projects whereby the city and port benefit.

Master Plan Objectives

The following are identified as the Strategic Master Plan objectives.

- Promote the development and growth of the Port by establishing a long-term vision, creating land use principles, and prioritizing capital investments for Port facilities and operations that provide a platform for stakeholders to be successful in the future.
- Adapt Port policies, operations, facilities, and infrastructure to changing technology, cargo trends, regulations, natural and man-made disaster resiliency, and competition from other U.S. and foreign seaports.
- Integrate economic, engineering, environmental, and community considerations into the Port process for evaluating the impact of development projects and growth scenarios.
- Create a roadmap for future port development that is consistent with federal, state, and city laws, with the primary mission of increasing waterborne & waterfront trade and commerce benefiting the citizens of Galveston.

In achieving the above objectives, the plan addressed the following:

- Short and long-term capital program for the port that can be reviewed and approved by the Port at the appropriate time in the future.
- Achieved consensus among the community leaders on the vision for the Port.
- Provided a unified vision of the Port's role in the community.
- Establish a financially sustainable Port capable of meeting its mission.
- Created a justification document to support future environmental permits.
- Created a baseline for potential use in seeking grants and other funding into the future.

2. History

Copyright: Texas State Historical Society

The Galveston Wharves was founded on February 4, 1854, as the Galveston Wharf and Cotton Compress Company. The name was shortened to the Galveston Wharf Company on February 11, 1860. After the wharves became a city utility in 1940, they have since been governed by the Board of Trustees of the Galveston Wharves. The island and harbor named Galveston have long been recognized for its potential as a natural port. What began as not much more than a trading post in 1825 has grown to over some 800 acres of port facilities today. Established by a proclamation issued by the Congress of Mexico on October 17, 1825, while the land known as Texas still belonged to Mexico, the Port of Galveston ("Port") became the oldest port in the Gulf of Mexico west of New Orleans.

The port is municipally owned by the City of Galveston and is managed by the Board of Trustees of the Galveston Wharves, as designated by the City Charter. The port is self-sustaining and does not receive any taxpayer funding. The Port of Galveston maintains the Galveston Ship Channel, facilities on the southern edge of Pelican Island, the north side of Galveston Island, and the entrance to Galveston Bay. It is a deep-water port with a maintained channel dredge of ~45.0-ft.

Today, the Port is one of Texas's major seaports and the gateway to the Galveston / Houston metropolitan region. The Port does not rely on any local tax dollars for operations and has annual operating revenues of $43.5 million in 2018.

The Port serves the cargo, cruise, and offshore oil and gas industries and is only 9.3 miles from the open sea. This short distance to the Gulf, along with on-dock rail and major highway access, offers a unique asset to the State and the Nation. Over time, the traffic mix has transformed as markets have adjusted to the changing world and regional economies. Galveston is one of the busiest seaports in Texas and the 4th busiest cruise homeport in the U.S. with more than 1.96 million passengers moving through its 2 cruise terminals in 2018. It is anticipated this number will increase over the next 5 years as cruise brands place newly built vessels into the market to meet passenger demand.

The Port of Galveston provides maintains a balanced portfolio of cargo, cruise, and commercial properties that offer stability today and a platform for growth tomorrow.

Copyright: Texas Ports Association

3. Commodity Forecasts And Facility Demand

The basis for any master plan is to identify the opportunities and determine a plan of action needed to meet and serve those needs. To establish the potential opportunities, commodity market studies were conducted as part of this plan, including Cargo, Cruise, and Commercial.

These studies were completed in early 2019 as part of Phase 1 of the master plan process. Projections were presented and reviewed by Port Personnel in June/July once the first half of 2019 actuals were available. The market studies conducted were developed to determine the potential activities that could occur at the Port. Short-term and long-term forecasts were done for cargo and cruise activities in particular. These were then used to determine the amount and type of facilities that would be needed if the Port decided to participate in those markets. All the market studies included an analysis of the underlying market forces, as well as extensive interviews with existing and potential customers to define their needs and provide an understanding of the short-term development programs that are required to establish a platform for long-term success.

Longer-term forecasts are guided by general economic parameters, the growth of the region, consumer demand, shipping patterns, competition, etc. As with any long-term forecast, the plan provides for variability going forward. The Port is not in a position to build for something that will occur in 20 years from now. The ideal plan is for the Port to be able to execute incrementally by phase following a long-range plan. If certain parts of the market accelerate, those improvements can be accelerated and, likewise, if they don't materialize as forecasted, they can be postponed.

These projections and findings were shared through a series of public outreach efforts and meetings that took place at the Port in February 2019. The information that was garnered was used in the development of guiding plan alternatives for the Port of Galveston. Comments received from the Public / Stakeholders can be found in the Appendix.

Cargo Market

This section reviews the current markets handled at Port of Galveston, the development of an understanding of the key factors affecting the historical levels of the specific cargoes, and the development of cargo projections of the key commodity markets served by the Port.

Looking at a brief overview of the historical existing cargo base, over the past nine years, the Port has experienced a declining trend in marine cargo tonnage, falling from more than 6 million tons in 2009 to less than 3.5 million tons in 2017. Figure 1 and Figure 2 show that over this period, the tonnage of all cargoes handled at the Port's marine facilities declined by 6.6% annually, mostly attributed to the loss of grain and liquid bulk commodities. Other key commodity groups, including fertilizer, autos/ro-ro, general cargo, and fruit have remained relatively stable, albeit at much lower volumes. The 2017 statistics also reflect the loss of cargo due to silting at the berths at the west end of the channel, specifically Piers 30/33, 34, and 35/36, which impacted the ability for grain, fertilizer, and liquid bulk vessels to load/discharge cargo. Specifically, grain and fertilizer vessels were re-routed to sister facilities along the Gulf. It is noted that maintenance dredging has occurred, and this issue has been remedied. A rebound to pre-2017 levels for these commodities is anticipated.

Figure 1: Historical Tonnage Handled at Port of Galveston Terminals
Source: Port of Galveston Wharves statistics

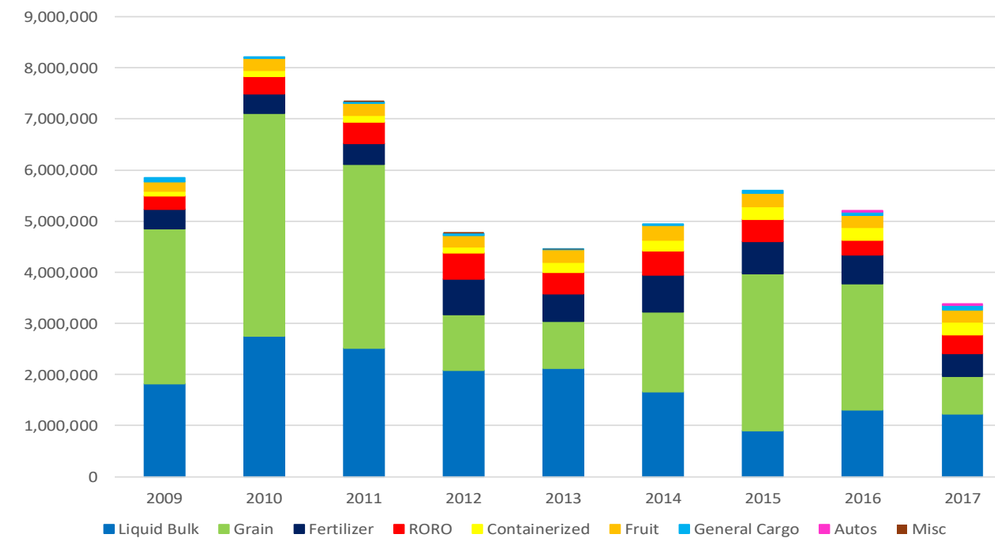
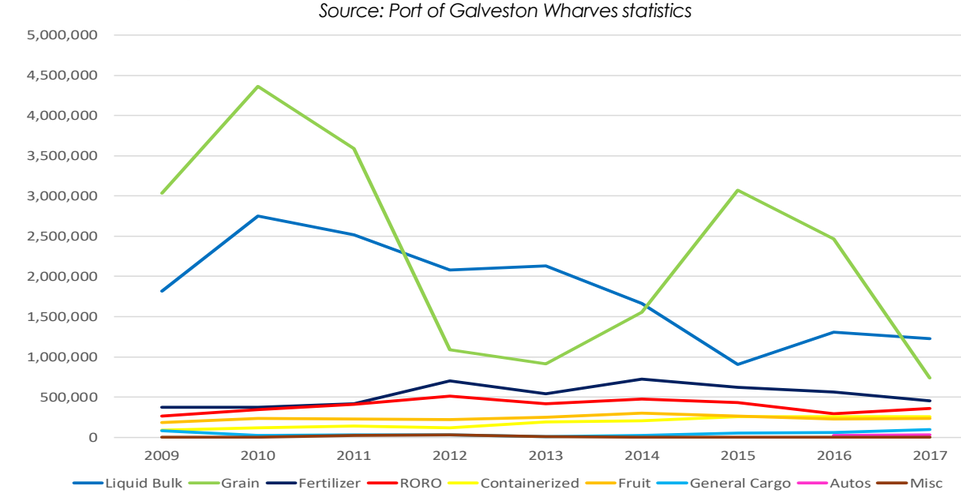


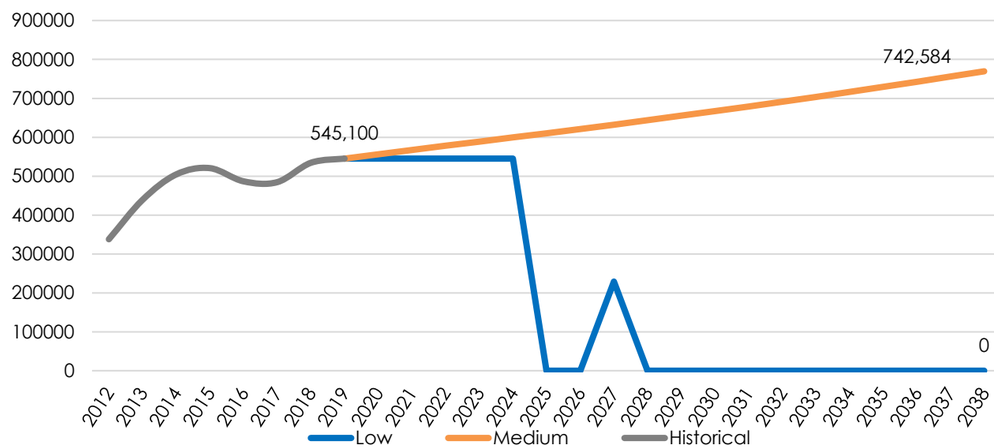
Figure 2: Historical Tonnage Handled at Port of Galveston Terminals
Source: Port of Galveston Wharves statistics



Fruit Market

Fruit imports directly tie to population and per capita consumption. Over the past 12 years, per capita consumption of key fruit commodities handled at Port of Galveston is 1.9% annually compared to the 10-year annual growth of imports at 2.7%. Given the current Del Monte supply chain and port import facilities, Galveston market share looks to remain constant. However, the Port and Del Monte must agree on a long-term plan for accommodating containerized traffic, or future participation in the market is in jeopardy.

Figure 3: Fruit Projection, 20-Year Unconstrained
Source: Martin Associates



The unconstrained high scenario shown in Figure 3 assumes 2% growth of current volumes through 2022 and 1.8% growth for the remainder of the forecast period. The low scenario assumes a long-term agreement is not reached and a loss of all Del Monte fruit business in the near-term.

Auto & Ro-Ro Market

With respect to market outlook, interviews with auto and ro-ro terminals indicate the following:

- Growth trade lanes – current markets
    - Africa - ACL holds 90% of African auto/ro-ro African trade, and the market has seen growth year over year and expects the trend to continue.
    - The Middle East.
    - Australia.
- Prospective markets
    - Mexico - Growth is subject to international trade policy and tariffs of the current Administration.
- New Opportunities:
    - Tenants are looking to convert new OEM auto account of 20,000-30,000 units.
    - Tenant quoting Australian mining equipment Quantity unknown estimated 250-500 pcs.
    - OEM import account displaced from Port of Houston – potential 150,000-180,000 units with processing capability. Current operations would suggest the potential for increased rail operations

The overall population in Texas is projected to grow at 1.6% per year through 2039, based on population forecasts developed by the Texas Demographic Center. To forecast future automobile imports at the Port, this growth rate was applied to the 18,000 import units projected to be handled in 2017 at the Port. In addition, based on interviews with current terminal operators, an additional 20,000 annual import units were added by 2021 since this is the near-term OEM volume potential for Port of Galveston. Imports were then projected to grow at the population projected rate throughout the remaining forecast period.

Concerning the Port's projected POV and ro-ro exports, the GDP projections of the key destinations were applied to the current units handled at the Port. These GDP projections were developed from country-specific GDP projections from the International Monetary Fund, World Economic Outlook, 2016 (revised May 24, 2018). The GDP projections by country were used to project automobile exports from 2019 to 2030. Due to uncertainty to long-term country-specific performances, from 2030 to 2038, exports across all countries were projected to grow at 2.5% annually.

Figure 4 shows the projected growth in automobile and ro-ro imports and exports at the Port through 2039. It is anticipated that the total unconstrained market potential for auto/ro-ro imports and exports at the Port is about 259,000 units annually. This high forecast assumes the capture of an auto account from a regional competitor. Assuming the industry standard (1,700 units per acre annual throughput), about 100 acres would be required in the near-term to handle this projected automobile business at the Port. This is problematic as there is not enough terminal acreage available to accommodate, and Pelican Island terminal development does not look feasible in the near-term. It should be noted that there is new uncertainty as to the impact of tariffs on automobile imports under the current U.S. presidential administration, but the projections are long-term, and due to the diversity of production sites worldwide, it is almost certain that import vehicles will continue to satisfy a portion of U.S. automobile consumer demand.

Again, the high assumes that additional import and export accounts are secured by 2023, and the auto imports continue to grow at the state of Texas population projection, and export markets will grow by GDP of the overseas countries in the near-term. The low scenario assumes that no new auto or ro-ro account is secured over the next five years.

Figure 4: Auto and Ro-Ro Projection (units), 20-Year Unconstrained
Source: Martin Associates

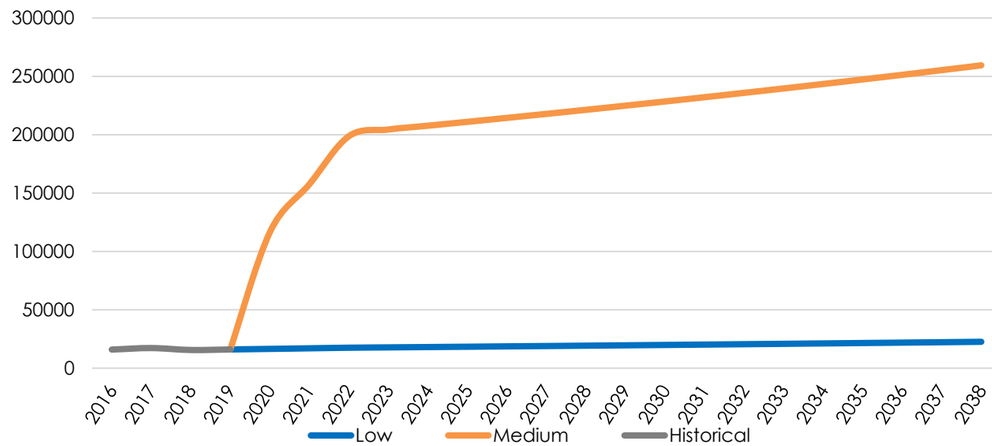
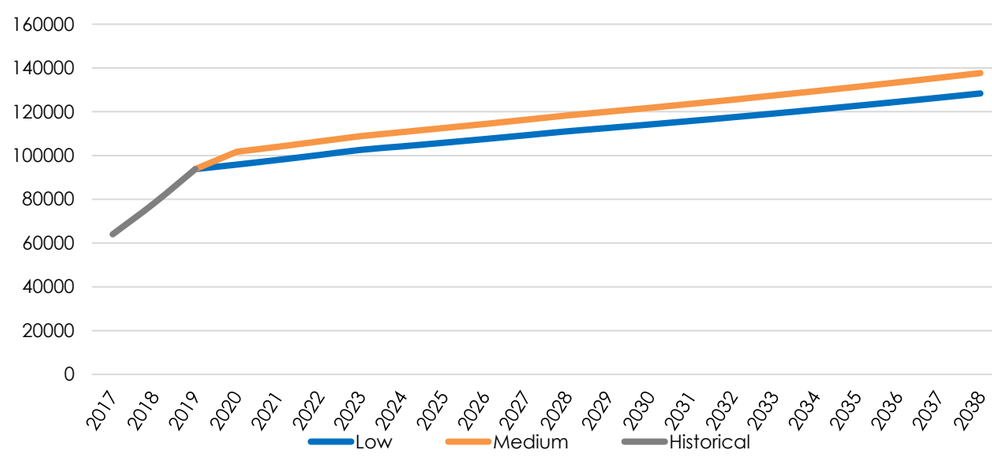


Figure 5: Total Auto and Ro-Ro Projection (units), 20-Year Unconstrained
Source: Martin Associates



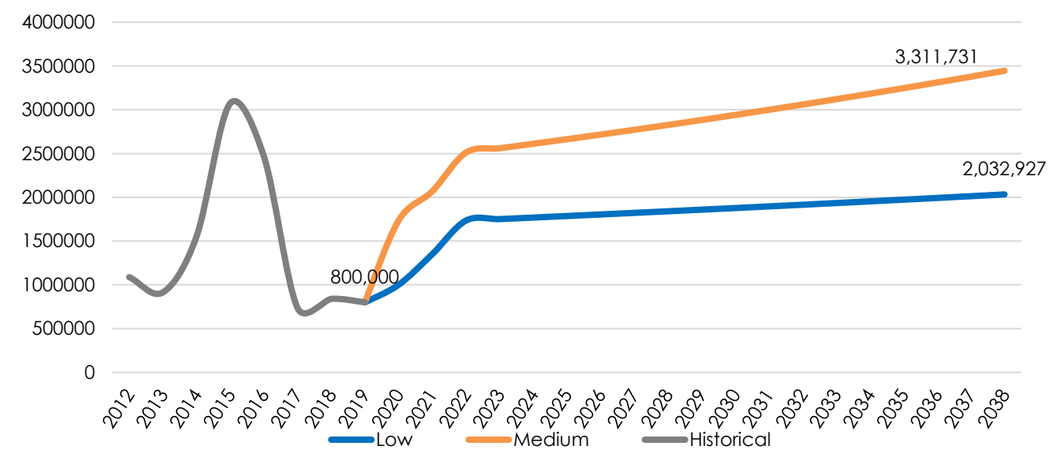
Given these forecast scenarios, it is evident that additional land will be needed in both the near-term and long-term, and will be exacerbated by the shift of WWL to the west (25+ acres). It is highly encouraged that the Port engage in long-term leases with both Ports America and Metro Services in Westport. Discussions with Port of Galveston staff indicated that they were in the process of identifying available parcels that would increase the west area footprint, including the slip between Pier 39 and 40, which is estimated to create a total of 50-60 acres available for long-term leaseholds. This will be key in ensuring marketing efforts and growth in the auto, ro-ro, and general cargo markets. Additionally, the potential OEM auto account will require approximately 100 rail-served acres as a future opportunity.

Grain Market

In the near-term, it appears tariffs will continue to erode U.S. competitiveness to serve China. Argentina and Brazil will remain key competitors for soybeans, and Russia will continue to compete for wheat markets. With the channel depth issue fixed, it is expected that the Port will rebound to pre-2017 levels.

The low scenario projection assumes a rebound to the previous 5-year average, growing at a modest 1% in light of international trade policies in the near-term and long-term uncertainties. The unconstrained high scenario assumes a return to a 5-year average and subsequent 2% annual growth and the capture of 400,000 local truck-sourced tonnages in the near-term. See Figure 6.

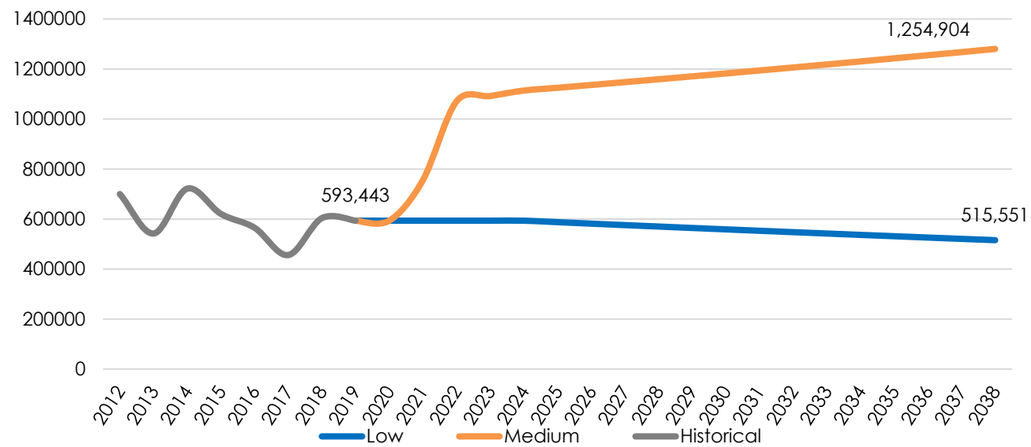
Figure 6: Grain Projection, 20-Year Unconstrained
Source: Martin Associates



Fertilizer Market

In the near term, assuming channel and berth depth is maintained, urea import tonnage will return to normal levels of 600,000 tons. The low scenario assumes a return to the recent 5-year average and flat growth over the next five years, and a 1% decline as domestic capacity comes online in the next five years. Despite potential declines in urea imports, CHS is looking to expand terminal operations at the Port. CHS indicates they will be investing $15 million over three years for equipment and covered storage to have the ability to handle additional product lines such as DAP and MAP. With these facility upgrades, it is anticipated that they can boost tonnage by 300,000 tons annually. The high scenario assumes a return to the recent 5-year average and completion of the terminal expansion by 2021, and new products come online. The low scenario assumes no new product lines, the recent 5-year average volume grows at 2% annually over the next five years and subsequently declines due to increased domestic capacity. See **Error! Reference source not found.**Figure 7.

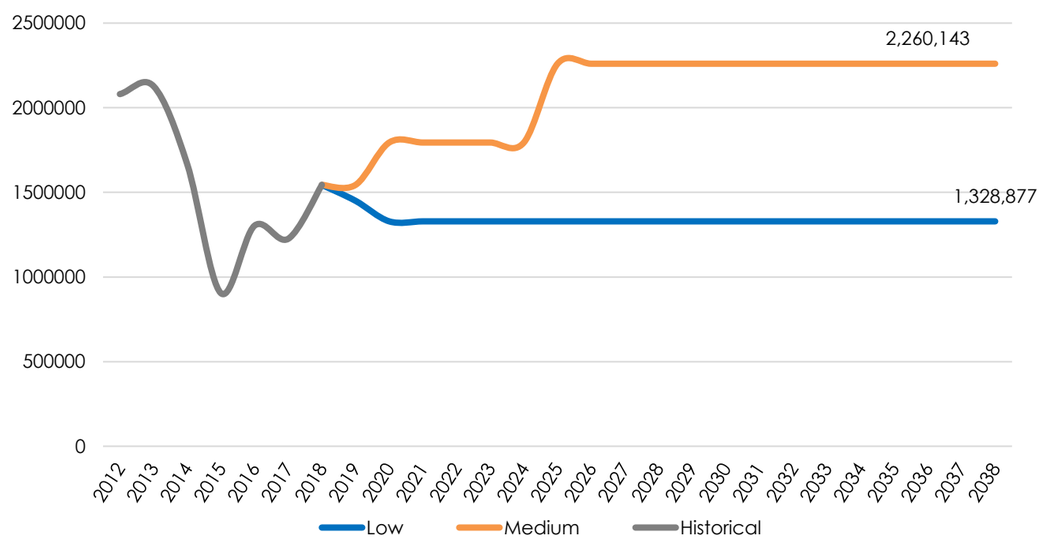
Figure 7: Fertilizer Projection, 20-Year Unconstrained
Source Martin Associates



Liquid Bulk Market

The future health of the liquid bulk market is tied to future ship calls, available competing capacity, and competition from competing fuel sources. The high scenario assumes that the market stabilizes at the historical 5-year average. The low scenario assumes current volumes remain flat over the long-term.

Figure 8: Liquid Bulk Projection, 20-Year Unconstrained
Source: Martin Associates



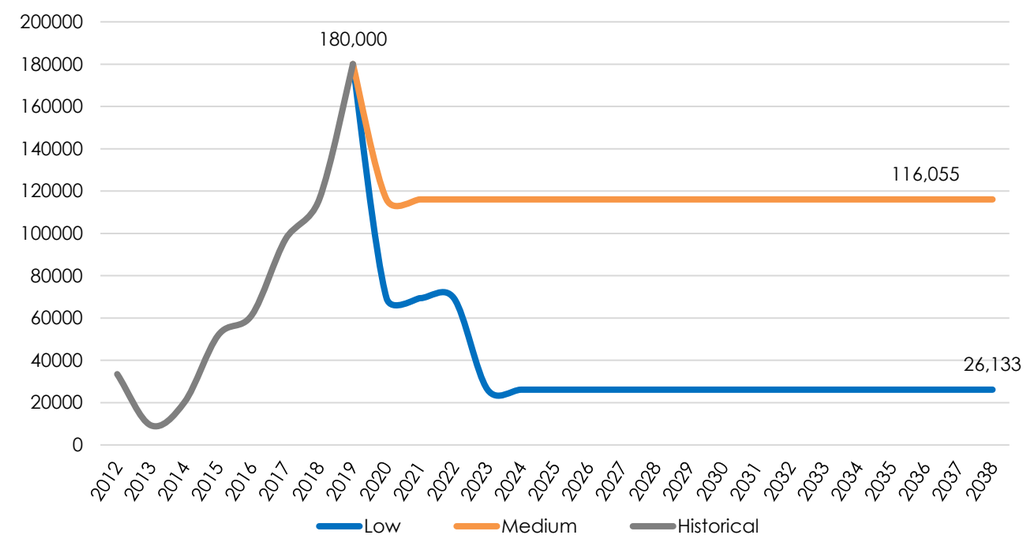
Wind Energy and Project Cargo Market

According to AWEA, there has never been more wind power under construction in the U.S. than right now. As of January 2019, just under 38,000 megawatts of new wind projects are under construction or advanced development. That means in just the next few years, the U.S. is poised to add as much new wind as all the wind currently installed in the country's top three wind states combined: Texas, Oklahoma, and Iowa. Much of this activity is centered in Arkansas, Nebraska, New Mexico, South Dakota, Wyoming, Maryland, and Massachusetts.

An interview with the terminal operator suggests that his customers expect two more strong years, similar to 2017. However, while there has been tremendous growth in this sector, it should be tempered by the fact that long-term future growth is dependent on Federal tax credits, and if they cease would be a detriment to the market. Additionally, regional competition will continue to exist, and as other ports continue, terminals in the region are competing with the Port for these projects.

The high unconstrained forecast assumes that the current level of imports is maintained 250,000 tons throughout the forecast period. Under the low scenario, the 5-year average is anticipated for the near-term, and imports decline due to the expiration of wind energy tax credits.

Figure 9: Project Cargo/Wind Projection, 20-Year Unconstrained
Source: Martin Associates



Therefore, from a planning perspective, the demand for breakbulk capacity should accommodate a range of general cargo between 10,000 and 97,500 tons annually. Based on the short-term leases, it appears that 15-20 acres would be suitable to handle the high scenario. However, due to fluctuations and sporadic growth in this market, it is not recommended that this acreage be leased long -term. The current Westport terminals will become increasingly congested with the relocation of WWL. The Port is

encouraged to continue to investigate potential additional land that may be available to ensure it can offer long-term leases that will be capable of accommodating a growing auto and ro-ro business.

Ship and Rig Repair

Gulf Copper leases 107 acres with drydocks on Pelican Island and conducts oil and gas rig repair for industry players such as ENSCO and Seadrill Partners. The offshore drilling industry has been in a downturn for the past three-plus years due to the falling price of oil. An interview with Gulf Copper indicates that their customer base has picked up over the past year with two rigs coming in late 2018. In fact, Gulf Copper employment tripled from 2015 to 2018. Gulf Copper has two regional sister facilities: Port Arthur that services brown and blue water tug & barge and Corpus Christi that handles government contracts as well as commercial cargo – pipe and wind energy.

Future business will be dependent on the price of oil – essentially over $70 per barrel to be cost-effective. Demand is anticipated to increase as crude approaches the high-$50s to low-$60s per barrel. This could incentivize oil companies to sanction new projects, which could put more offshore drilling rigs back to work. The Port should monitor the market potential of Gulf Copper as it currently is underperforming in terms of revenue to the Port given the lease structure.

Container Market

While the regional containerized market appears promising with the Port of Houston container business has been growing since 2003, outpacing U.S. average growth in both imports (Houston 4%; U.S. 3%) and exports (Houston 5.8%; U.S. 5.4%), the time disadvantages compared to Houston to serve key distribution hubs, especially Houston and Dallas, limit the Port's appeal to potential terminal operators as a container port. To compete, landed logistics cost from Galveston would need to be extremely competitive with the Port of Houston and Port Freeport, and given a Greenfield terminal development is necessary, which appears highly unlikely the Port could not compete in this market. Furthermore, regional developments at competing ports, such as the expansion of the Freeport Velasco Terminal which will boast a 1.5 million TEU capacity, compound the issue of potential terminal investment in Galveston. Therefore, the potential to participate in the container market at the Port is unlikely, and terminal development would be a high-cost proposition that would not provide a return on investment.

Detailed explanations for each of the forecasts are contained in separate reports in the Appendix.

Pelican Island Development Opportunities

For years, Pelican Island has been the identified area for expanded cargo operations, including a container terminal. With only 100 waterfront acres, no rail access, and no commercial truck bridge access, development costs will be critical to any future terminal operations, container, or otherwise. Terminal area, equipment, berths, channel, rail access, and truck bridge utility infrastructure all need to be considered. The key question is, "Will revenue generation of cargo operations be able to carry development costs?" Currently, auto/ro-ro & breakbulk lease rates range from $35,000-40,000 per acre.

Traditional cargo operations are highly unlikely to support terminal development, rail access, bridge, and marine development and other infrastructure required to support these operations. Additionally, the time horizon of development is at least 5-10 years away. Therefore, other heavy industries, which will also require key bridge, road, and rail will be more likely to provide financial justification for development on Pelican Island. Private sector investment in such lines of business as methanol production, ethane crackers, fertilizer production, LNG/LPG production/distribution, pipe manufacturing, etc. could become key drivers to Pelican Island development.

Cargo / Commodity Conclusions

- Port should build up RO/RO and heavy equipment, bulk materials markets as there will be limited to no container traffic on the horizon.
- Potential auto account would require about 100 rail-served acres. An option could be a Pelican Island development with short-term truck movement. This would be a new development project with a substantial initial investment.
- Port needs to develop RO/RO cargo leasehold space for tenants with at least a split of 60 acres.
- WWL will be displaced to the West Port area and require a minimum of 25 acres plus 4 overflow acres and a covered storage area (warehouse) in an adjacent FTZ area.
- Increase capacity for CHS, Inc. with acreage adjacent to the existing operation.
- Del Monte lease has been revised to 1-year increments as the company has advised the Port of their tentative plans to leave the port in 3 – 5 years based on revised operations.

Cruise Market

Cruise projections are used to assist in determining the future scenarios associated with cruise demand for the Port. These projections assess the current industry trends and venture to establish how these trends may change and impact future cruise passenger and vessel throughput on a world, regional (Caribbean), and local (Port of Galveston) scale over a 20-year planning period (2018 - 2038). The complete analysis of the global cruise market, including macro trends, SWOT assessment, etc. can be found in the Appendix.

The projection models are based upon an examination of the Port's existing position in the world and regional cruise deployments, levels and types of cruise operations, and overall traffic patterns based on the most probable range of passenger (first) and vessel (second) throughput. The assessment includes the growth analysis of the future regional trends for the Caribbean. Additionally, adjacent regional traffic and worldwide regional markets may also impact the Port's ability to obtain passenger traffic. Full details surrounding the world and regional cruise deployments, as well as Galveston's historical cruise traffic can be found in the Appendix of this report.

It is difficult to project a cruise lines' growth for a region or Port over the short-term (3 to 5 years) as for the most part, the cruise lines themselves rarely know their deployment outside of this time period due to outside forces and market trends. This is also an exercise to develop strategic growth scenarios whereby the Port, City, and region can focus on the development of strategies to entice and grow cruise line

traffic in partnership with stakeholders over the long-term. This exercise is about revising trends and creating opportunities for the Port, should the stakeholders choose to move forward.

With both the market capture and cruise line trend/opportunities projection models complete, and the varying projected levels of passenger capacity, cruise calls and capacity per call are summarized in Table 1. B&A created a composite projection to identify the most likely scenario of cruise revenue passenger growth over the next 20-years for the Port.

Table 1: Summary of Projections over the 20-Year Term

Source: B&A

	Passenger Capacity (in millions)	Cruise Calls	Capacity per Call	CAGR (Passenger Cap.)
Low Market Capture	4.00	363	5,584	3.7%
Med Market Capture	4.17	378	5,584	3.9%
High Market Capture	4.28	389	5,584	4.1%
Cruise Line Trends / Opportunities A	6.95	664	5,235	6.6%
Cruise Line Trends / Opportunities B	8.58	858	4,999	7.7%
Most Likely	**5.36**	**497**	**5,390**	**5.2%**

The Port of Galveston projection is shown by passenger projections (**Error! Reference source not found.**Figure 10) and cruise vessel call projections (Figure 11). The most likely path is based upon success in each of the two scenarios presented over the next 20-year period. These are not mutually exclusive scenarios and based upon our past experience focusing on key cruise brands or vessel types from each of the scenarios may provide the best opportunity for success.

Figure 10: Composite Cruise Revenue Passenger Projections, 2012 – 2038

Source: B&A

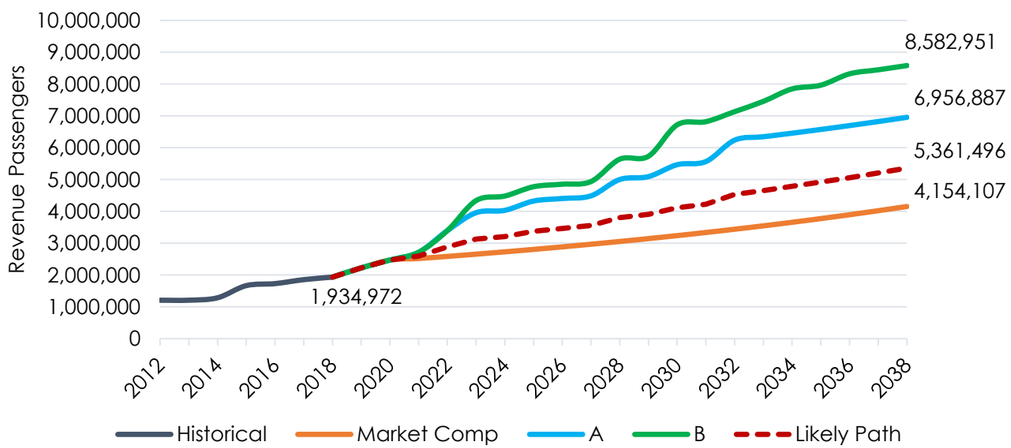
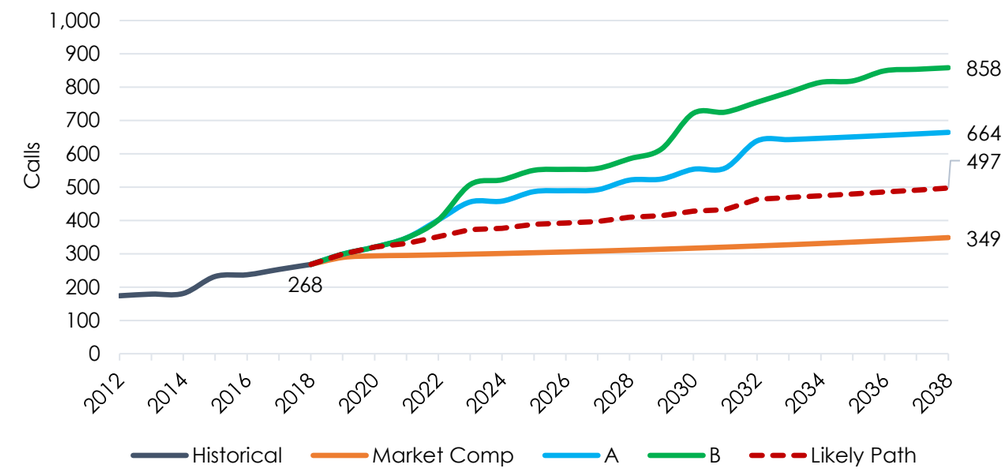


Figure 11: Port of Galveston Composite Cruise Call Projections, 2020 – 2038

Source: B&A



Conclusions

- The most likely target in 2038 will be less than both projection A and B, with a scenario closer to a 5.2% CAGR for revenue passengers. This would result in the most likely projections of 5.36 million revenue passengers on 497 cruise calls with a per-call passenger capacity of 5,390.
- Deployments by major brands to the Port are likely over the next 2 – 5 years. These are likely large vessel deployments that may be major new vessel classes for key North American brands such as RCI and Carnival.
- The continued thrust to compete for the development of the Midwest and southern cruise passenger market will push brands to compete for traffic in the Port as a major gateway to the Caribbean. The Port of New Orleans will be the primary competitor for growth as they are also looking to expand cruise facilities to accommodate larger ships and overall more cruise traffic.
- Major brands, such as MSC and NCL will look to Galveston in the short- to mid-term for homeport berth options as they must establish a market presence to take advantage of the drive shed.
- Port of call traffic is unlikely at this time for Galveston due to U.S. cabotage regulations, and because currently, this is not seen as a need for the industry. However, there is a need for newer and stronger downstream destinations to support growth.

Cruise Berth Demand

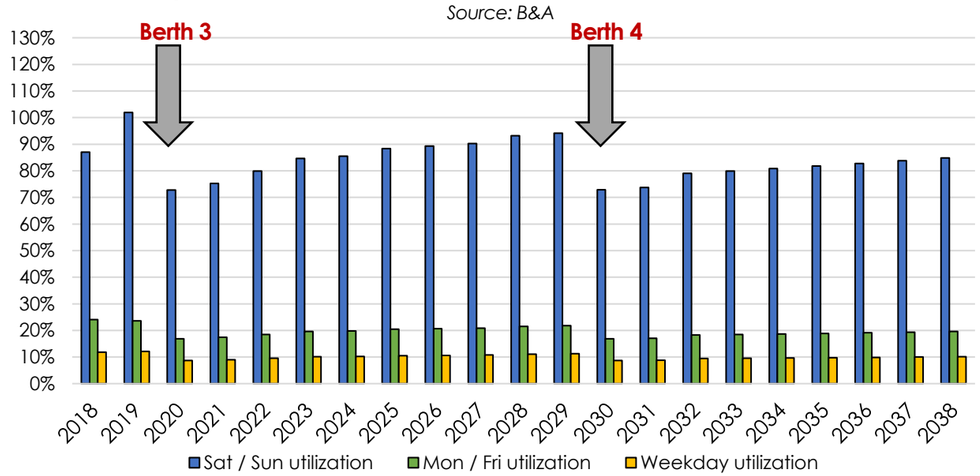
One of the principal goals of this cruise market assessment is to translate cruise passenger traffic forecasts into berth and facility demand over the 20-year vision period. This process allows the Port to identify facility needs over time and, more specifically, to understand the size, characteristics, and timing of the facilities required to accommodate future demand so that resources can be mobilized and allocated in accordance with market conditions. Facility demand forecasting relies on identifying cruise deployment patterns, establishing future vessel sizes, and forecasting vessel calls. The previously discussed projection scenarios provide a planning perspective that allows the Port to envision the maximum potential use of existing and future facilities, including berths, terminals, ground transportation areas, etc.

Based on experience, optimal berth usage is 80-90% over the peak periods. Once this is achieved, an additional berth/terminal is likely needed to be able to meet the demand and allow for peak use on key weekend days.

Figure 12 shows the need for 4 berths over the next 20-year term to support cruise industry growth. The third terminal will come online in ~2021/22, with an additional berth needed in approximately 2030 based upon the current growth trends.

Figure 12: Berth Demand, 2018 – 2038 with 4 berths (Midpoint model)

Source: B&A



Terminal Demand Summary

- Cruise berth/terminal (T3) in 2021/22 (total of 3 cruise facilities).
- Cruise berth/terminal (T4) in 2030 (total of 4).
  - Terminals move forward based upon demand/development opportunities.
- Long-term Plan - 5 berths.
  - Revisit the projections every 5-years.

There are significant costs involved with bringing new cruise infrastructure on line. The trade-offs of doing so are complex, given the berth-constrained environment and the needs of the Ports' other lines of business.

Short to mid-term strategy

- Re-vitalize cruise terminal infrastructure
- Focus on operations / cost control

Mid-strategy

- PPP development
- Downstream port partnerships

Long-term strategy

- Two-year windows of opportunity for terminal development
- Rebuild existing terminals for next-generation (with parking garages, etc.)
- Accommodate LARGE design vessel: 1,400 LOA; 8,000-plus passengers; 250,000 T

Detailed explanations for each of the forecasts are contained in separate reports in the Appendix.

Commercial Economic & Market Assessment

An assessment of the economic and market drivers that help define the non-maritime opportunities for development on properties owned by the Port, which may not be well-positioned for maritime users or are ancillary in that they support the expansion of cruise and/or cargo development was conducted.

Retail Market Opportunity

Given the growth in projected cruise passenger traffic, we believe there is a strong opportunity to position new and enhanced retail, restaurant, and bar space in and around the Port. This opportunity will be bounded by the following:

- The local retail is experiencing overall occupancy of 90% +/- not including projects currently in lease-up. It will be another 3-4 years before occupancy will be at a level where new development is warranted.
- While occupancy is growing, rents are below the broader regional market. Given the expected growth in the number of cruise passengers, one of the positive outliers in terms of occupancy and rates will be experienced in-and-around the cruise terminals
- Cruise passengers and visitors will be the main drivers of future growth in demand, and so retail surrounding the port will be one of the principal beneficiaries of any growth

There is a tremendous opportunity to better tie and link the retail and restaurants along Avenue B and beyond to the cruise terminals, but only if there are improvements to both sides of Harborside Drive and the pedestrian connection across Harborside Drive. A continuous connection of retail and restaurant activity between the cruise terminal(s) and the historic center of the city would provide for the density required to leverage positive retail experiences and revenues for the businesses in this area. The area has the potential to become one of the most exciting commercial districts in the region if there is a

balance between the logistics of moving large numbers of passengers and crew in-and-out of the terminals while creating a great land-based experience in the entire port and downtown district.

Commercial Market

The following conclusions and associated recommendations inform the master plan:

- There will be limited commercial opportunities in the office market, with demand only being driven by port industry-specific users.
- A Hotel opportunity at and surrounding the port over the longer term exists given that the pace of cruise passenger growth outpaces other types of visitors. This demand will be strengthened and hastened to the extent that midweek 3-5 day cruises become a more significant proportion of the cruise business in Galveston.
- Where there are waterfront areas of the port where the maritime activity is unlikely to occur due to physical or other constraints, rental housing development may be considered as an alternative use. However, it must be noted that housing and port activities do not mix well.
- Developing retail and restaurants along Harborside Drive and surrounding core areas of the port would enhance the connection to the existing commercial core in the historic areas of the City and benefit those existing businesses.
- The pedestrian linkage between the cruise port and the historic commercial district of the City needs to be strengthened. There needs to be a natural and seamless commercial pedestrian-oriented connection between the two areas. As passenger traffic grows, the opportunity to better tie the historic commercial avenues with the port will be enhanced.

Detailed explanations for each of the commercial opportunities are contained in separate reports in the Appendix.

4. Port of Galveston Today

Existing Conditions

The Port of Galveston comprises areas adjacent to the downtown core of the City of Galveston running along the Galveston Channel connecting Galveston Bay to the Gulf of Mexico and properties located to the north on Pelican Island totaling approximately 850 acres. Directly south of the mid port core is the historic downtown Strand district. Harborside Drive runs parallel to the port and divides the port properties from the downtown core. Further to the east end of the port lies UTMB (University of Texas Medical Branch) Hospital. The western edge of the port is bounded by the private Texas International Terminals with marine and rail access.

Figure 13: Port of Galveston (Galveston and Pelican Island) and Surrounding Properties

Property ownership on Pelican Island falls under several jurisdictions, including the Port of Houston and the US Government. The Port of Galveston has ~410 land acres with a 76.5-acre site on the far north side, including uplands and submerged land rights. Texas A&M also has a campus on the island. A vast majority of the island is undeveloped at present.

The Port has a mixture of uses, building types, and a significant amount of open space on Pelican Island that is currently vacant and used for dredged materials (spoils site) or on the water's edge with no existing marine or upland infrastructure. This amount of port open space on Pelican Island could lead some to believe that the Port has significant room for growth and may provide an impetus for a large container facility. However, the properties on Pelican Island require considerable infrastructure development or are unavailable for the development of new cargo facilities due to lack of market. It is, therefore, important to understand the need to pursue short-term development of cargo, cruise, and commercial opportunities on Galveston Island and longer-term development options on Pelican Island that would likely be more industrial in nature and provide for substantial direct investment in these developments. Rail and truck bridge access is essential to move this type of development forward on Pelican Island. However, recognizing the need to meet future demand through the development of marine berths and uplands capable of supporting cargo and cruise operations is paramount in the planning process.

Cruise Terminals

The Port of Galveston currently maintains two cruise terminal facilities in Mid Port with year-round service for major cruise brands sailing to the Caribbean region. Each facility provides for a terminal (embark/debark processing), GTA (ground transportation area), and berth. Ground level and a single parking garage adjacent to terminal 1 provide for passenger parking options. The buildings are in good repair with Terminal 1, providing for a historic façade and linked via pedestrian bridge to the multi-level parking garage on the opposite side of Harborside Drive. On-going building maintenance provides for good working facilities. However, as cruise operations continuously evolve (facial recognition, mobile check-in, etc.) and vessel passenger capacities grow, these facilities will need major new build/refurbishments to accommodate future traffic needs.

Royal Caribbean Cruises, Ltd. (RCCL) has made a significant commitment to the port through a long-term ground lease partnership and investment into a new Terminal 3 at Pier 10 to allow for more growth over the next 20-years plus. This facility will be operational in 2021. Additionally, Carnival Cruise Line announced the deployment of another cruise ship to Galveston. Their fleet (4 total vessels) will carry an estimated 900,000 cruise visitors annually from Galveston on some 235 five- to 14-day sailings.

Parking

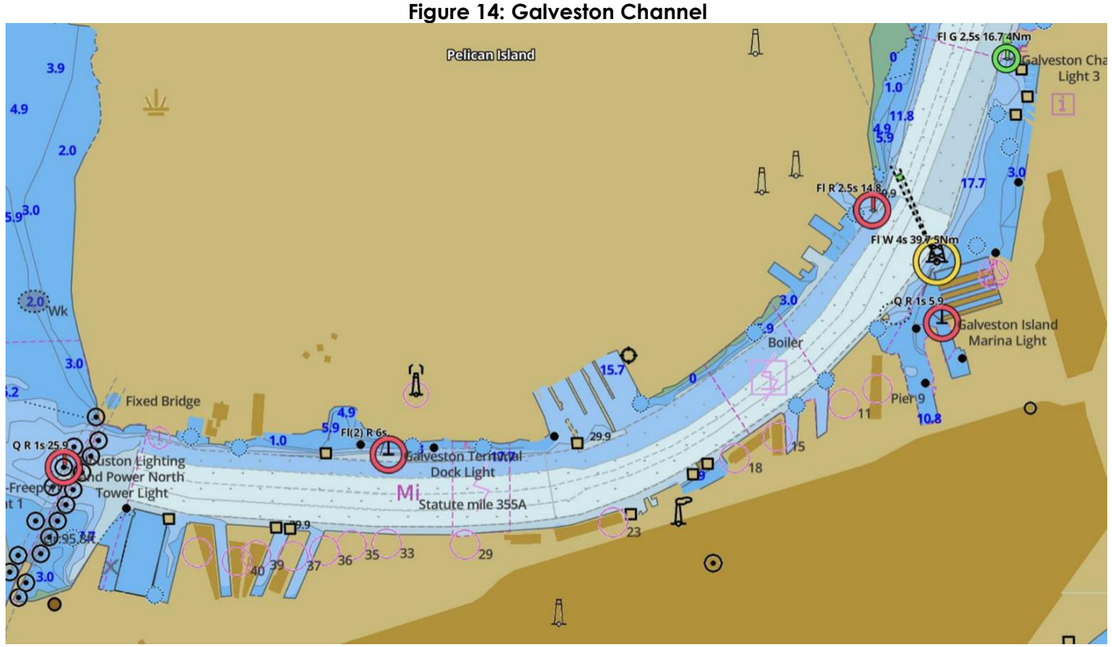
A majority of cruise passengers sailing from the Port of Galveston area come from a drive shed of some 8 – 12 hours and encompass travelers from the south and Midwest and the major cities of Texas. Many families arrive via car and park in the adjacent port and private lots in Galveston, providing for additional revenue opportunities. Parking Lots A and B, located at the intersection of 33rd Street and Harborside Drive and the multi-level parking garage at 150 25th St. provide parking options. To supplement these lots, new parking structures are recommended to accommodate more than 2,000-vehicles in Mid Port. The East Port RCCL Terminal will allow for more than 1,700-parking spaces with a potential parking garage into the future. Parking is a significant source of revenue for the port generated by cruise operations, and this allows for investment into other critical areas of the port's support infrastructure, such as roadways, berths, and cargo spaces.

Galveston Channel

The Port of Galveston's facilities are located some 9 nautical miles from the open sea (30 minutes sailing) alongside the Gulf Intracoastal Waterway at the entrance to Galveston Bay. The Galveston Channel has an authorized minimum depth of 45-feet and is ~1,200 feet wide at its narrowest point. Major cargo lines such as ARC, Del Monte, Höegh Autoliners, K-Line Ro-Ro, and WWL call at the Port of Galveston.

Dredging maintains channel depths along the waterfront. Galveston Wharves maintains a 150-foot-wide area of the ship channel so that vessels can access slips and berths between piers 10 and 41. The port also dredges a small portion of its waterfront property on Pelican Island. The U.S. Army Corps of Engineers dredges its jurisdiction, the middle of the channel, every two years to maintain a depth of 45 feet. Additional dredging may further lengthen the 45-ft. channel depth to the Pelican Island Bridge. See Figure 14 outlining the Galveston Channel.

Figure 14: Galveston Channel



Free Trade Zone

The Free Trade Zone (FTZ No. 36) includes undeveloped property on Pelican Island and Scholes International Airport as well as sites operating within the Port's property boundaries on Galveston Island. FTZ No. 36 is a general-purpose zone which can store and manipulate imported goods before they enter the commerce of the United States or are re-exported.

Currently, a 5.0-acre FTZ is located in East Port Adjacent to the WWL cargo yards and provides for open storage and warehousing. As part of the port reconfiguration process, this FTZ site will be moved to West Port and be relocated to another currently designated FTZ area adjacent to the newly repositioned cargo gate, providing for a new 5.16-acre site with a 15,000-SF warehouse in an enclosed and gated area.

Figure 15 provides an overview of the currently designated Free Trade Zones within and adjacent to the Port of Galveston.

Figure 15: Free Trade Zone #36

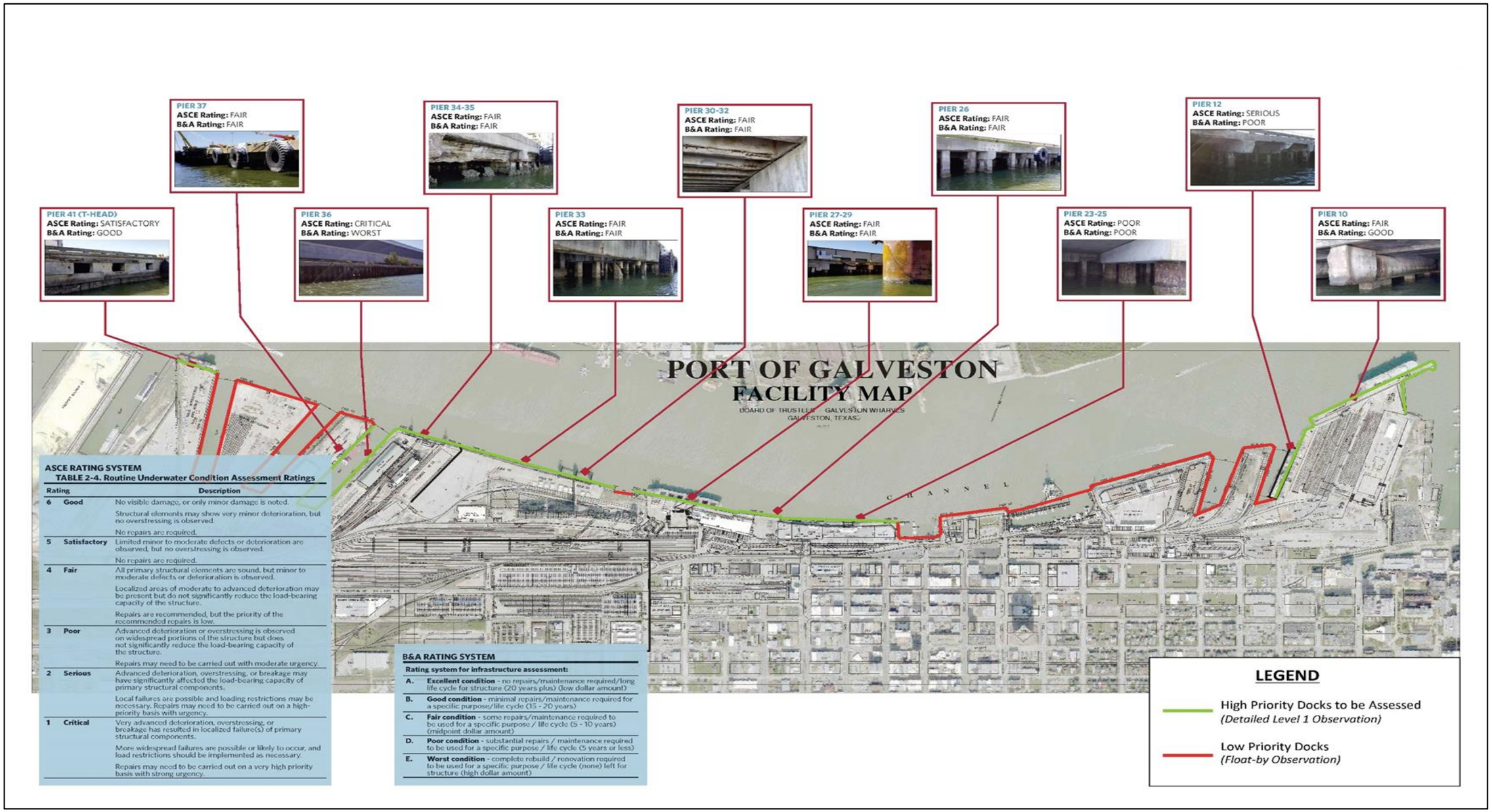
Port Infrastructure

A condition assessment of waterfront and upland infrastructure was completed as part of the Master Plan process and has assisted with the efforts to prioritize repairs to marine bulkhead structures and other upland support areas. The existing facilities are comprised of about 21,000 LF (4.0 miles) of waterfront wharf space along the southern border of the Galveston Channel. As seen in the following section, three of the port's concrete piers in high-priority areas are deteriorated and need substantial repairs or completely rebuilt.

Some of the marine structures were built before World War II and over time, have seen little maintenance and repairs. As stated by the Port, "Until recently, the port hasn't had the cash reserves to consider long-delayed repairs and improvements. While we're doing well now, that hasn't always been the case. Since the city took ownership of the port in 1940, there have been 26 years when the port operated in the red or had razor-thin profits of 1% or less." This did not allow for infrastructure maintenance.

To provide a strong platform for the future growth of the port, infrastructure issues must be addressed in a progressive manner that allows for smart investment while allowing for cargo and cruise elements to take advantage of revitalized and new berths and uplands. Additional roadway, drainage, and support areas were also assessed and determined to require substantial investment in repairs to allow for future best uses for port stakeholders moving forward. The marine berth condition assessment quantified the extent of deficiencies and damage of marine infrastructure, assessed the use of existing piers and established a general sense of the priority of repairs. Figure 16 provides a marine conditions assessment map.

Figure 16: Galveston Marine Facility Assessment
Source: HDR



Most port berths are some type of concrete pile supported jetty platforms, with concrete piles connected to concrete pile caps, which act as the supports for the concrete deck. Behind the jetty pier is a steel sheet pile bulkhead wall that encases a steel pile supported concrete deck. The piers are presently used for receipt and shipment of RO/RO, project cargo, cruise operations, and lay vessels. The fender system currently consists of extruded cylindrical fenders, flat panels, and large truck tires.

In general, most piers are in fair condition and would require some minor repairs or modifications to accommodate existing or new operations. A brief rundown of the primary piers is found below:

Pier 10 is a concrete pile supported jetty platform. The concrete piles connect to concrete pile caps, which act as the supports for the concrete deck. The pier is presently used for roll-on/roll-off (RO/RO) operations, which include the transportation of heavy construction equipment. There are significant marine works required for this berth to be able to accommodate the Oasis-class and above of which the port will fund a share as part of the RCCL lease agreement.

Pier 14 appears to be a failed steel sheet pile bulkhead, with a concrete cap and concrete topping deck. There are existing bollards along the pier, along with a few truck tire fenders. The bulkhead facility is not currently used and is a storage location for fill material. The facility would require complete replacement to be operable again. This site is more likely to be used for commercial opportunities in the long-term master plan.

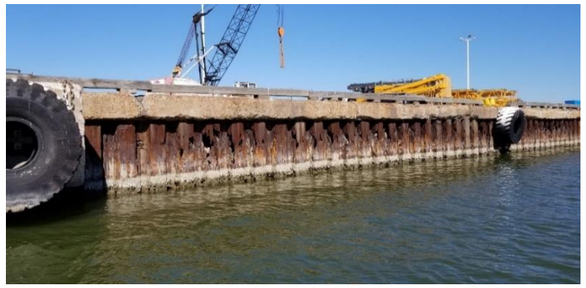
Pier 15 has a few locations of moderate to severe spalling along the pier face but generally appears to be in fair condition. Piers 16-18 houses a refrigerated warehouse, currently operating under Del Monte Foods, Inc. The pier does not have any significant damage and generally appears to be in fair condition.

On the western end of the port, Pier 36 is a failed steel sheet pile bulkhead, with a concrete cap and concrete topping deck.

Pier 38 consists of two sections. The northern end, near the T-head, appears to be a failed concrete bulkhead. The southern half of the pier is a steel sheet pile bulkhead. The fender system along the intact steel sheet pile bulkhead is comprised of cell fenders with steel panels.
The southern end of the slip between Pier 38 and Pier 39 is presently used for end-berthing. The south end of the slip pier appears to be in fair condition, but the failed bulkhead will likely need to be rebuilt with new wall sections.

Piers 39 and 40 are a deteriorated steel sheet pile bulkhead, with a concrete cap and concrete topping deck. There are existing bollards along the pier, along with truck tire fenders. The facility is presently used for RO/RO operations, though loading occurs over the T-head and not within the slip. The steel sheet piling is failed in some sections, primarily within the slips.

Pier 41 is a concrete pile supported jetty platform, though piles were not visible during the float by observation. It is assumed that the structural system is similar to Pier 41 (T-Head). Sections of timber fenders are missing, deteriorated, or damaged, including corroded hardware, bollards, and ladder. The concrete pier appeared to be in fair condition.



Current estimates provide for the following marine pier work:

- West Port – $15.1 Million
- Mid Port – $15.0 Million
- East Port – $29.5 Million (Includes $25-Million as part of RCCL lease deal for Pier 10 needs)
- **TOTAL – $59.6 Million**

In assessing the port warehouses and cruise terminals, it was noted that they are generally in good repair. The primary Del Monte has had roof repairs completed as needed. Cruise Terminal 1 roof repair and slab issues are underway and in the 2019/20 budgets. The overhead walkway work, including the introduction of escalators on the terminal side, is underway and will be completed shortly. Cruise Terminal 2 is in excellent shape and is undergoing A/C unit replacement.

For the berth and upland support areas, an annual maintenance budget of $1.5-Million is recommended moving forward to allow for minor issues to be repaired before further deterioration.

Other warehouses on the West End, as well as the Construction & Maintenance buildings and the surrounding ground storage areas, are also in good shape. Gate structures on the East and West Port Terminals will both be moved/modified as part of the master plan programming.

One of the main issues within the port territory is the roadways allowing access to the West Port cargo areas as they are in poor condition and have severe drainage issues during rainfall events. Additionally, the expansion of the interior Old Port Road could provide for the alleviation of cargo and cruise traffic

on Harborside Drive, improving traffic flows in the port and downtown core. An interior roadway providing gate and terminal access for West and Mid Port is included within the capital improvements program. The roadway is also picked up in the East Port area to provide access to Del Monte and Cruise Terminal 3. The roadway budget for widening and expansion, inclusion of a bike path, and drainage improvements are shown as:

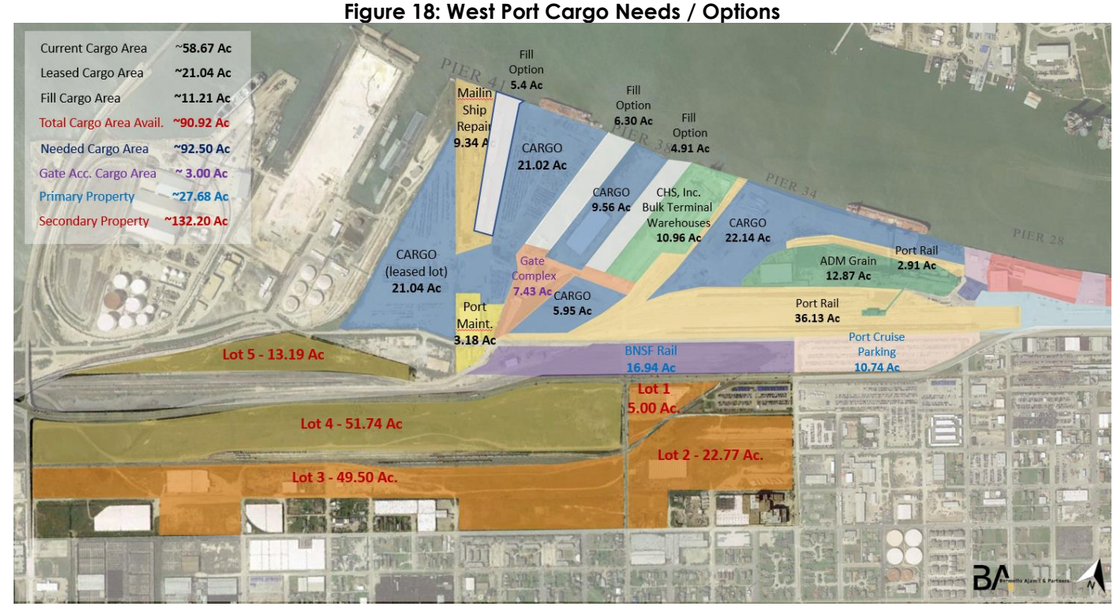
- West Port – $14.7 Million
- Mid Port – $1.0 Million
- East Port – $9.1 Million
- **Total – $24.8 Million**

As part of the marine assessment, the team also identified the value/use of the berths that make up the key Galveston Island facilities and provide access from the sea to upland area (Figure 17). This identifies the need to provide for berths that would be eliminated with slip fill/land development in West Port.

Figure 17: Berth Utilization and Need

As part of the programming decision-making process taking into account the cargo market assessment and intent to consolidate cargo into the West Port area, the master plan team worked with stakeholders and the port to identify the current and future spatial needs to meet the long-term demand and allow for port partners to maximize their cargo marketing options. Figure 18 illustrates the planning process for the West Port cargo needs and options that were then translated and used to inform the long-term vision / strategic plan.

Figure 18: West Port Cargo Needs / Options

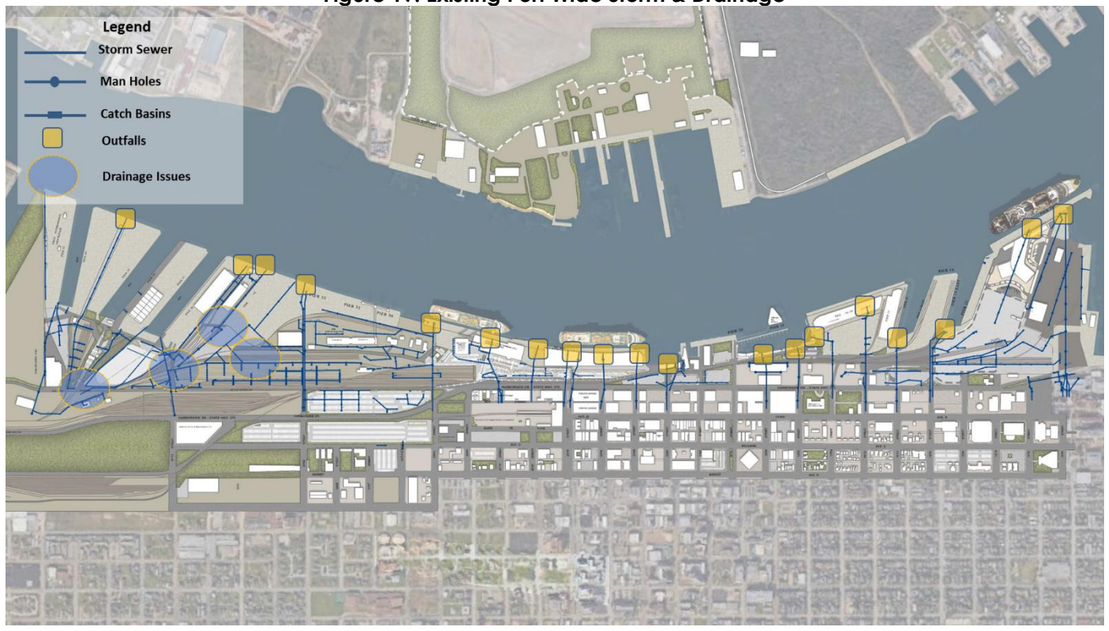


Specific conclusions and recommendations for each facility are located within the report found in the Appendix. The recommendations are made as part of the Level I condition assessment. Additional detailed inspections and testing, including an underwater inspection, are recommended before future facility expansion or repurposing. General recommendations for facilities as a whole are located below.

- Existing failed facilities and local failures should be monitored to ensure that the failure mechanism does not spread to adjacent facilities.
- Since failed facilities do not have any current operations, the urgency for replacement is lower than presently occupied facilities.
- Most priority facilities are considered to be in fair condition. Repairs should be prioritized based on current and future anticipated operations. The nature of these repairs are to prevent continued deterioration that might impede future operations.

There are significant drainage issues throughout the city and port areas due to the elevations and significant deterioration of outfalls running under the port area, moving water from both the port and city. See Figure 19 for the reference map of the sites noted for major drainage issues and outfalls.

Figure 19: Existing Port Wide Storm & Drainage



While no specific budget has been set aside for the work required to fix the specific issues with the outfalls, this is an item to be addressed as a potential federal or state grant. The storm drainage issues caused by heavy rains are historically bad in Galveston, and hurricane and tropical storm patterns further exacerbate the issue.

There is a current Army Corps project that has been floated that would look to build a barrier stretching some 45 miles along the coast, hoping to end the annual storm threat once and for all. This is the Bolivar Beach and Dune System Design. As a key part of this is a Galveston Ring Barrier that would protect the city from catastrophic flooding. The Coastal Texas Protection and Restoration Feasibility Study is currently underway led by the US Army Corps of Engineers.

A final report recommendation is due in May 2021 as to the preferred option. The Port of Galveston has put forward a recommendation for the wall structure that would pass through the port area, as shown in Figure 20. This is a long-term multi-billion dollar project that would take between 10 – 15 years to build out following a 5-year design phase. Congressional appropriations must be secured as part of this effort. Today, the Port of Galveston berths act as a storm seawall for the city.

Figure 20: Recommended Coastal Protection Wall – Port of Galveston

Environmental

The Port properties inclusion of and proximity to jurisdictional WOUS, federal projects, potentially sensitive habitat, cultural resources, and/or state lands, requires that federal and state permitting is requisite for future project feasibility and design. All activities that have the potential to impact jurisdictional WOUS, including wetlands, will require CWA Section 404 (404) permitting through the USACE Galveston District either under a Nationwide Permitting (NWP) process or as an IP. Projects that will require the placement of structures in navigable waters will require a Letter of Permission (LOP) under Section 10 of the RHA (Section 10) to be submitted to the USACE for review and permit authorization. It should be noted that only the USACE has the authority to determine jurisdiction. Furthermore, activities occurring on or immediately adjacent to USACE/federally-owned or managed property or projects will require further Section 408 review and potentially a Real Estate Out-grant. These processes can add both time and costs to proposed projects.

Both 404 and Section 10 permitting may also trigger potential consultations with other federal agencies such as the USFWS for Section 7 of the Endangered Species Act; however, as most areas within the Ports working slip areas have already been through a regulatory review in a previous authorization process, these consultations may be minimized. Regarding THC in relation to Section 106 of the NHPA of 1966 and ACT of 1969, while many relics have been previously identified, further bottom disturbances or landside unearthing for facility improvements may trigger a more advanced investigation.

Atkins Engineering, acting as the Environmental sub-consultant, has provided an inventory of environmental features, known ecological and environmental conditions including natural resources, estuarine conditions, and areas associated with dredged materials management, current permit status, conditions, restrictions or commitments and has provided a categorization of the properties as related to these elements. They identified specific opportunities and issues associated with the implementation of the Strategic Plan (or specific prioritized projects within the Plan) within the preferred master plan options section. Atkins furthered defined, per project, the potential resource impacts and an

implementation strategy that includes associated costs and other relevant aspects of project planning and execution, all of which can be found in separate reports in the Appendix.

Currently, the Port of Galveston is going green with several environmental initiatives, including membership in Green Marine, the leading voluntary environmental program for North America's maritime industry. As part of this program, the port will look for opportunities to integrate new sustainability practices like solar power as part of the strategic master plan implementation process. The port is seeking Green Marine certification as a standardized process to benchmark and measure progress in its environmental performance.

The Green Marine environmental certification program addresses key environmental issues through 12 performance indicators that include greenhouse gases, air emissions, spill prevention, waste management, environmental leadership, and community impacts – some applicable to shipping activities, others to landside operations. The certification process is rigorous and transparent, with results independently verified every two years. Each company's performance is made public annually.

Public Comment Process

The Port's Strategic Master Plan public communication began with a series of public outreach efforts and meetings that took place on February 26 and February 27, 2019. Additional follow-up meetings with key stakeholder groups, public, and the Galveston Wharves Board were held in June 2019. A series of final workshops and a board presentation were also conducted in November 2019.

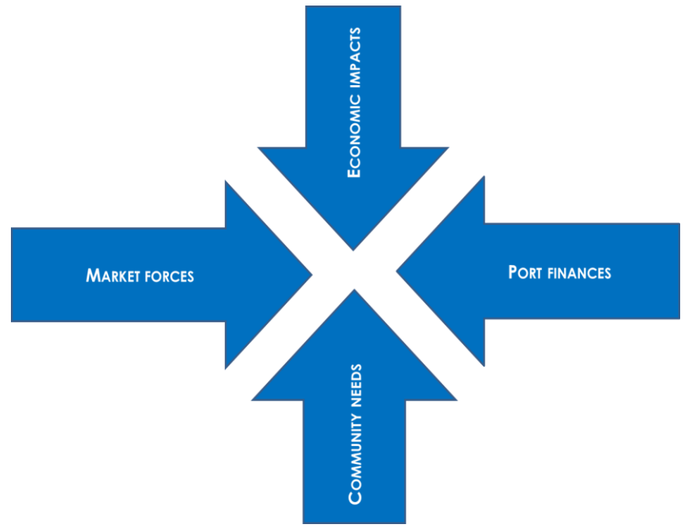
The information that was garnered has been used in the continuing development of principles, ideas, and guiding the alternatives for the plan. The comments received were used to refine the draft Master Plan before finalizing the process.

The public feedback process consisted of three parts. The first was a presentation of the preliminary findings of the Phase 1 Market Study during the Galveston Wharves Board of Trustees' regularly scheduled meeting. Part two consisted of breakout areas, Open House style at Cruise Terminal 2, where the public had an opportunity to ask questions on a one-on-one basis to the technical team and to provide comments. Five information stations were set up relating to 1.) Cargo, 2.) Cruise, 3.) Commercial, 4.) Traffic / Environment, and 5.) The Overall Master Plan. Comment cards and questionnaires were provided to obtain input from the public. Finally, part three included smaller group meetings with stakeholders and key community opinion leaders on the following day. A high-level overview of attendance and comments received is outlined in the Appendix report.

There was great interest and support for the future of the Port of Galveston and a desire to continue a dialogue with the public and working with stakeholders while the Strategic Master Plan is implemented over the next 20-years. Thoughtful input was provided from the public and stakeholders on all areas of interest. It will be beneficial to continue the dialog and share updates with the public as the Master Plan implementation and updates progress.

5. Preferred Master / Vision Plan: 5, 10, 20 Year Projects, Capital Improvement Plan

Investing for the future



This strategic master plan reflects the guidance of Port Staff, Board Members, Community of Galveston groups, and general public and key stakeholders of the Port and surrounding areas. While all of the narratives proposed by the many group and individuals are not inherent and obvious in the final preferred plan as this is primarily focused on the Port first to provide for economic, job and social impacts for the City of Galveston and surrounds into the future, the outreach efforts did provide for guidance and critical discussion on key items such as the relationship of the port to the downtown community; the relevance of cruise and cargo opportunities for the future of the Port and the strategic importance of Pelican Island into the future. This vision is focused on all business lines for the Port, in addition to the Port's connectivity and relationship to the City of Galveston and downtown Strand district. The preferred plan defines a flexible vision to position the Port's growth and development in the short-term by defining a five-year capital investment plan guided by a mid-term and a long-term, 20-year, Vision Plan.

With increased port income, mainly from cruise and cargo business, the port has an opportunity to invest in improvements to form a business opportunity for tenants to create more jobs and strengthen Galveston's economy. The plan outlines projects that include the following:

- Repair infrastructure to support future growth by ensuring marine activities;
- Build an interior road to alleviate traffic congestion on Harborside Drive moving to the East;
- Build cruise parking garages on the existing port property to create additional revenues sources to fund projects long-term;
- Expand the West Port area to accommodate a diversified cargo business; and,
- Provide a platform for the development of Pelican Island.

Financial Challenges

The maritime business is extremely challenging. Port profits are influenced by several factors beyond the port's control, including natural disasters, international trade policies, and market fluctuations and changes.

For example, in the early 1900s, cotton was king, but not today. Grain exports were a large commodity for the Port for decades, but over the past few years this business has slowed. Now, the port is benefiting from the state's booming wind energy industry, but eventually that growth will slow as well as it is based upon subsidies and federal programs. The Port of Galveston must be competitive, nimble and forward-thinking to be ready to capture new business as opportunities arise. Moving forward, the Port must also be financially solvent by maintaining cash reserves to weather a natural disaster and/or business downturn.

To implement the Port of Galveston Strategic Master Plan, the Port must be financially strong to borrow money that will fund large capital projects, secure grants, and work with third-party stakeholders to invest in key port projects. If managed properly, the port is a powerful economic engine for the community of Galveston and surrounding areas. It's critical over the short- to mid-term that the port be able to invest profits into improvements to allow for port stakeholders to create job growth opportunities and remain competitive.

The Port of Galveston's efforts to enhance economic development activities are not limited to maritime and transportation operations. Many types of industries play important roles in economic development efforts both on Galveston and Pelican Island including:

- Development of facilities related to offshore and energy industries
- Maintenance and repair
- Industrial manufacturing and fabrication
- Real estate development
- Warehousing and distribution

The strategic plan also focuses on further developing the relationship between the Port, businesses, and the public through the following:

- Reassembly of the port to consolidate a majority of future cargo operations in West Port thereby providing direct road and rail access;

- Interior roadway development to move both cargo and cruise traffic to the West and Mid Port areas and off Harborside Drive. A recreational bike path is included running the length of the port from UTMB with access to Pelican Island;

- Enhancement of Mid Port to provide for additional public activities and a better linkage to the downtown Strand business corridor;

- Continued development of cruise facilities in Mid and East Port to support and grow this business sector including the installation of parking garages that are terminal adjacent;

- New commercial development opportunities in East Port through the development of marina and upland parcels waterside and along Harborside Drive;

- A focus on balancing and supporting cargo, cruise and commercial business units through long-term leases and Public / Private Partnerships; and,

- Development of Pelican Island as an industrial and cargo complex to provide for new port revenues, regional economic impacts, and job creation.

Traffic Improvements

Improving traffic flow is a key piece of the port strategy with a focus on reducing traffic on Harborside Drive and making it safer for pedestrians to cross between the downtown Strand and waterfront. Prior to the master plan being unveiled, the Port was already set to reopen the covered walkover at 25th Street, making it safer and easier for cruise passengers and visitors to cross Harborside Drive. Closed in 2008 due to Hurricane Ike, the walkover will be open to all, not just the more than 1 million cruise passengers expected to pass through cruise terminals 1 and 2.

As part of the master plan projects, recommendations for a new wayfinding signage program, improved walkways, and landscaping will encourage cruise passengers and visitors to walk along the waterfront to visit restaurants and attractions between the cruise terminals and Pier 19 and move from Port to Strand in an easier manner to encourage cruise passengers to visit Galveston's historic downtown and move land-based tourists to the water's edge.

Harborside Drive was designed and built long before the Port of Galveston became the fourth busiest cruise port in the U.S. In 2018, some 4 million tons of cargo was moved out of the port and much of it down Harborside Drive via truck. To alleviate Harborside Drive truck traffic, the master plan will improve and expand the interior port road known as Old Port Industrial. The first phase between 28th and 33rd streets will begin in 2020. The first phase - $2 million project – will be funded equally by the port and the Texas Department of Transportation, and includes adding security fencing and raising, paving and widening the road to three lanes. A new vehicle entrance for cruise passengers traveling through both existing cruise terminals will also pull additional traffic off Harborside Drive. Large trucks that supply cruise ships will use this entrance as well. A bike path running alongside the roadway will also be added. This should take thousands of cars, trucks, and buses off of Harborside Drive each year. In the longer-term master plan, this interior road will be expanded west to 53rd Street for trucks carrying cargo and other port-related traffic to enter the revised West Port cargo area. This phased interior road project is estimated to cost ~$14 million over the period.

Separately, a traffic plan that includes an east end interior road for the new Royal Caribbean terminal on Pier 10 is being developed to alleviate traffic along sections of Harborside Drive as well.

As a guiding principle of the strategic master plan, a core premise is that the Historic Port of Galveston is positioned close to International waters and provides linkages to Houston, Texas, and the Midwest region via road and rail. There are diversified cargo opportunities that can be further supported and grown through partnerships with current tenants allowing for expanded marketing and business development. The strategic master plan addresses this through the development of consolidated cargo and further promotes the need for key investment partnerships and long-term lease provisions.

Galveston is also a key cruise homeport with access to a growing and desirable consumer market. As outlined in the cruise market assessment, barring constrained growth patterns, the cruise industry will provide for growth options for the Port over the next 20-years including the development of a fourth cruise terminal and redevelopment of existing facilities to accommodate the continued growth of the industry and desire for major brands to sail from Galveston.

Due to the historic land and logistics characteristics of the Port, there are limited net revenues that can be used for large scale investment solely on behalf of the Port. A business emphasis must be placed on partnership investment models to drive growth in all areas of the port, cruise, and cargo, as well as supporting infrastructure such as roadways, berths, and land development. The recently completed RCCL land lease agreement provides an excellent platform for future opportunities in all areas of the Port's business.

Current Land Use

To establish the long-term land needs, an analysis was done, as shown in the section above, to look at the land allocation or land budget by use over time. Based on the projections for commodities and cargo, an initial land budget was established to determine how much additional land was needed by each of the different uses that the Port was serving. Figure 21 shows a basic current land use for the primary categories today.

Figure 21: Port of Galveston Land Use, 2018

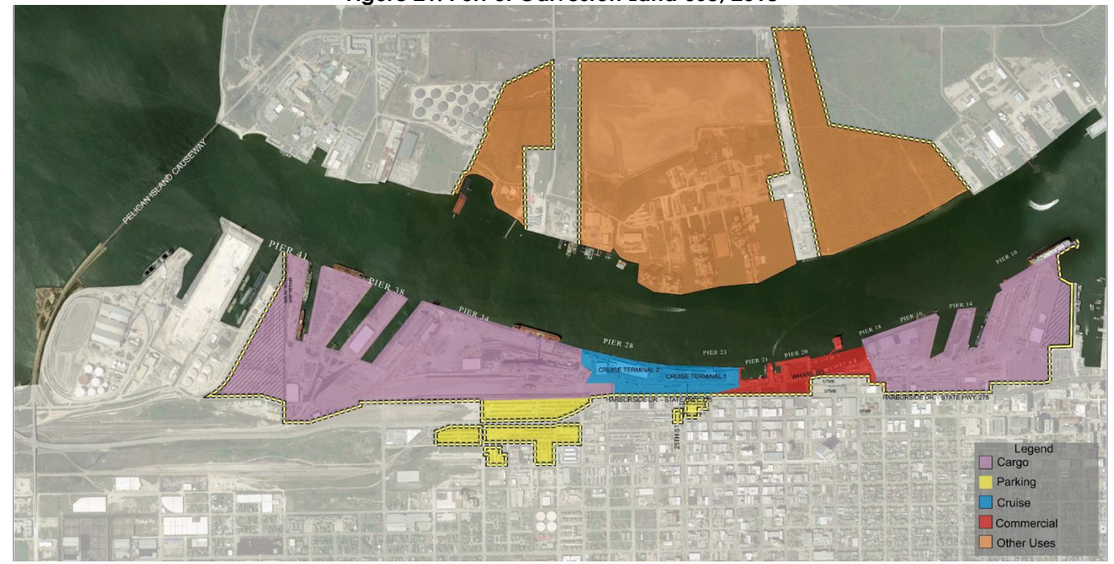


Table 2 shows the 2018 land use levels and indicates the additional amount of land that is allocated to be able to satisfy the forecast for the target years of 2025, 2030, and 2040. The amounts are cumulative.

Table 2: Land Budget, 2018 - 2040

	2018	2025	2030	2040
Total Land	**719.8**	**746.2**	**746.3**	**802.1**
Cruise	24.6	40.0	40.0	61.0
Cargo	218.6	332.9	331.0	368.4
Parking	34.8	34.7	36.7	28.0
Real Estate / Commercial	8.8	8.8	8.8	19.3
Industrial	107.0	97.6	219.6	219.6
Misc.	326.1	232.2	110.2	105.7
% Leased	**42.6%**	**28.5%**	**27.8%**	**14.1%**

The Table shows that the Port will increase its overall land use over time to accommodate the growth of cargo, cruise, commercial, and industrial. Lot parking will be replaced in part by parking garages, thus less overall space is dedicated to this use long-term.

The percentage of actual leased land goes down, as the number reflects leased land based on current lease agreements – and their current expirations – as of 2018. These figures do not take into account assumed renewals or new leases, as we wanted to show potential opportunities for alternative business strategies that could replace the specific lease. This includes strategies such as a Public / Private Partnership Approach to provide for investments into critical infrastructure as one of the tenants of growth, while this option may also still have an element of land-lease embedded in the agreement. Thus, specific port land control moves from 42.6% in 2018 to less than 15% full control in 2040 – again, based on current lease agreements.

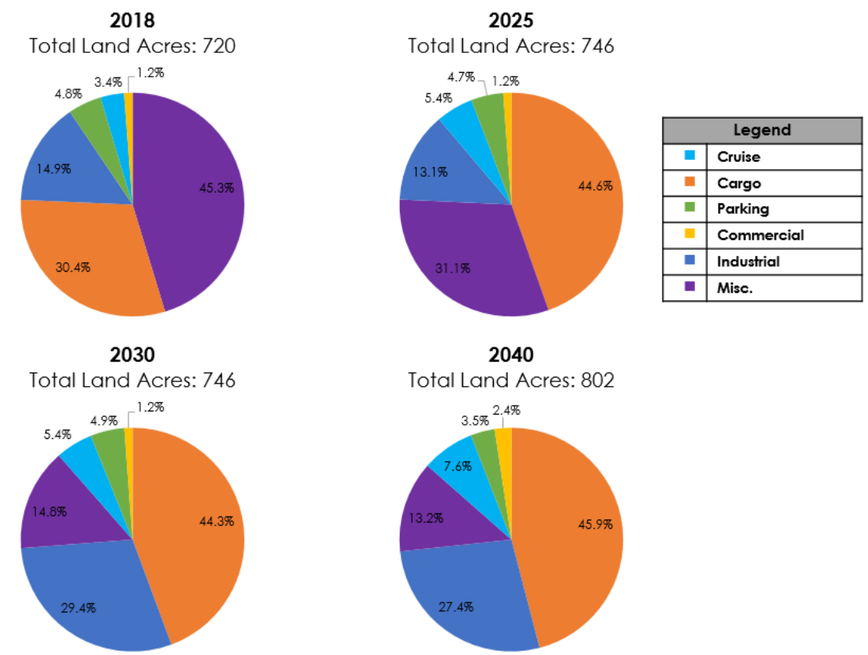
This budget was based on the following assumptions:

- The Port's land footprint will increase throughout the planning horizon;
- The Port moves forward through a combination of PPP's to address growth investment and provides for specific debt-related and revenue investment models to key support areas – such as Berths, Parking, Roadways, Gates, and Service areas;
- The land will be allocated to Cargo, Cruise, Parking, Commercial and Industrial, as required by demand; and,
- Miscellaneous land feeds the growth, in particular, cargo and industrial growth, throughout the planning process.

Based on the above, the Port should be able to support all of its growth within its existing footprint—assuming that all land can be reassembled logically and that there is no wasted space due to current leases.

The existing terminals, facilities, and land were evaluated and reviewed, and the Port and B&A identified potential areas that could be used for new future opportunities. The land-use plan by percentage, over the different time horizons, is further shown in Table 3.

Table 3: Land Use Plan, 2018 - 2040



Today, the Port has numerous commercial leaseholds (land use Plan), as outlined in Figure 22. Following this, a series of drawings were developed to map land availability for PPP development based on current lease terms to clarify future land area distribution over the next 20-years as the phased port growth program occurs in 5, 10, and 20-years. Some areas are reprogrammed for other uses or continued for existing uses based upon the business strategy of the Port of Galveston.

See Figure 23 through Figure 25 that shows the properties that are leased within the Port over time and potential leasable land that can be allocated for new development opportunities. New business models for cargo, cruise, commercial, and industrial development will allow for the ability to utilize partnerships to grow the port long-term.

Figure 22: Land under Lease, 2018

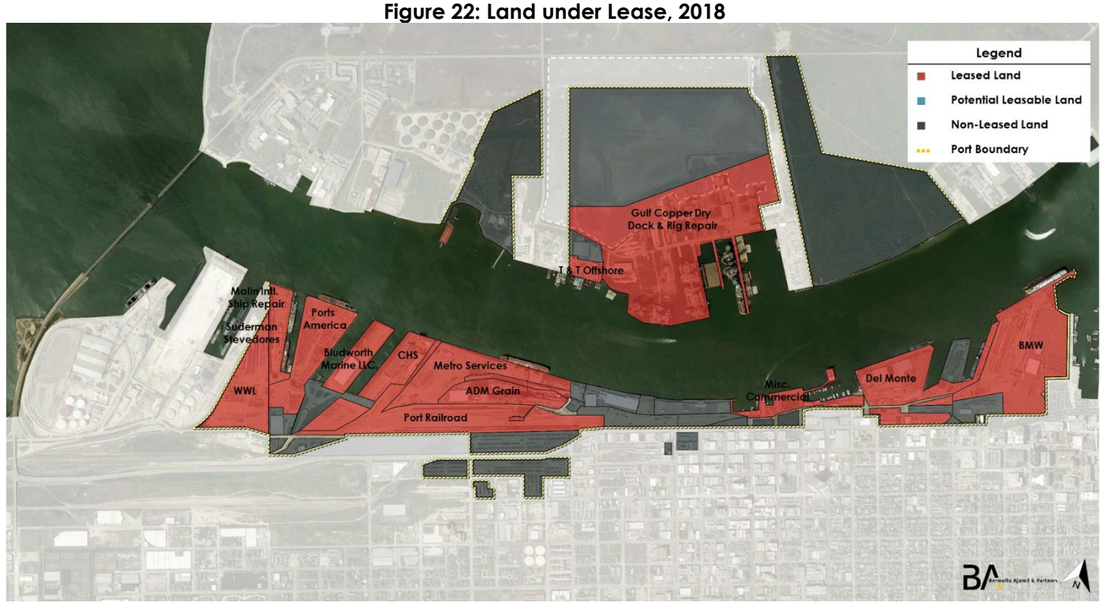


Figure 23: Land under Lease, 2025

Figure 24: Land under Lease, 2030

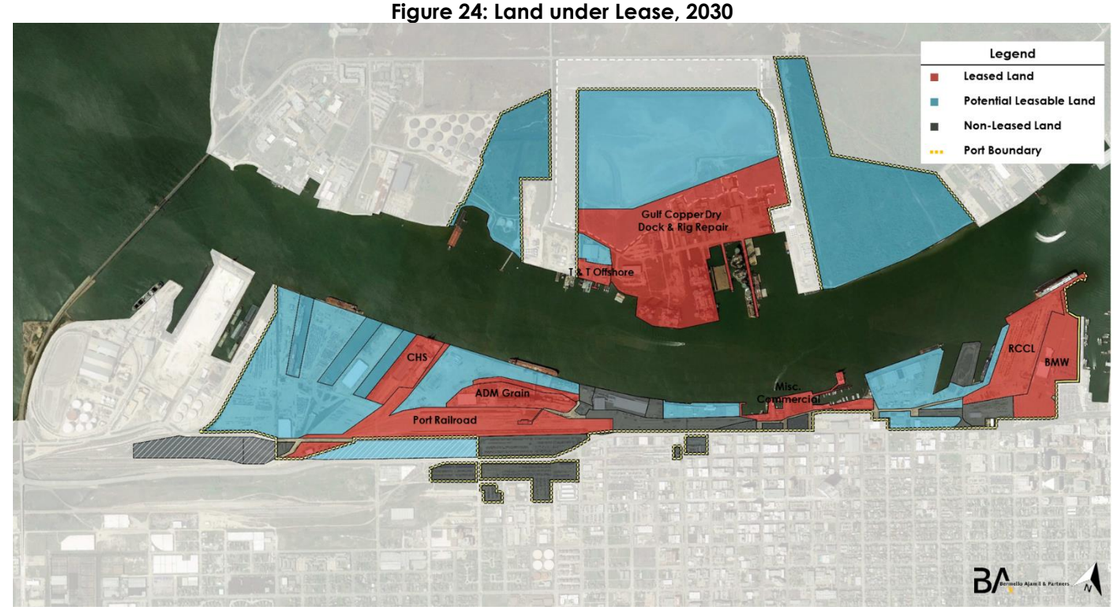


Figure 25: Land under Lease, 2040

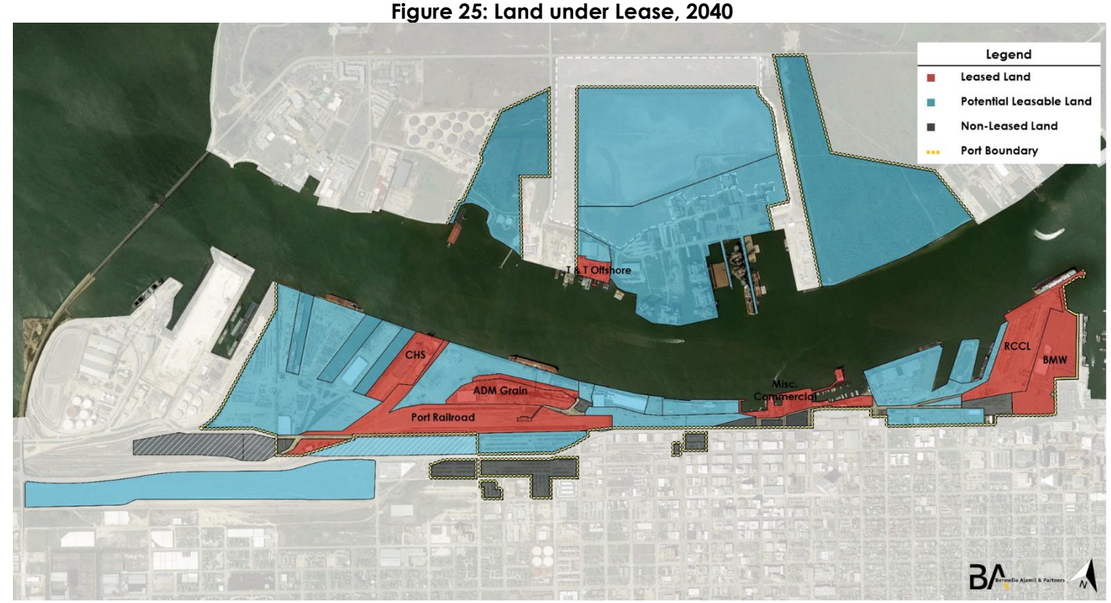


Table 4 illustrates the land under lease as a percentage basis, and Table 5 shows the actual acreage.

Table 4: Land under Lease, 2018 - 2040

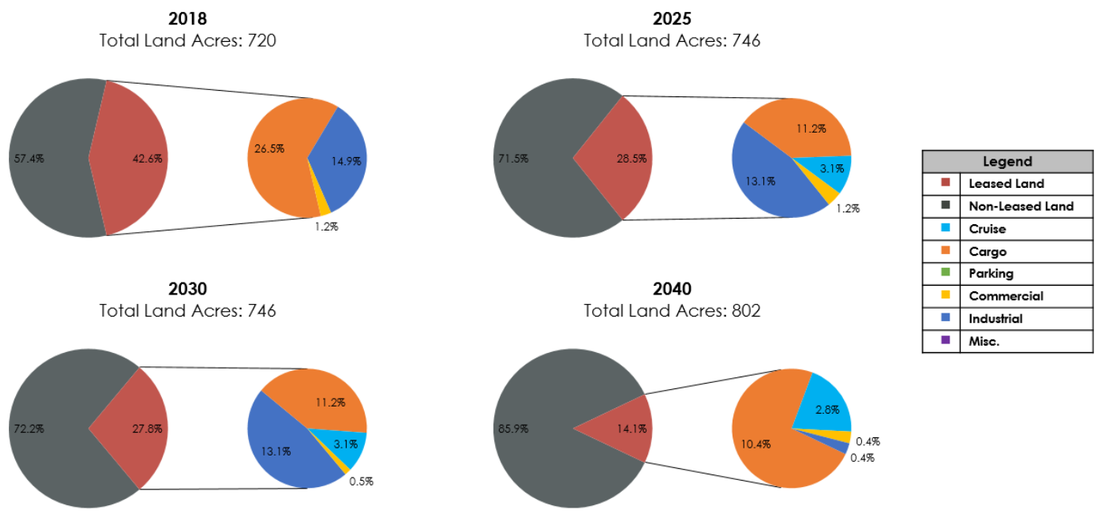


Table 5: Land Budget under Lease, 2018 - 2040

	2018	2025	2030	2040
Total Land	**719.8**	**746.2**	**746.3**	**802.1**
Cruise	0.0	22.8	22.8	22.8
Cargo	191.1	83.4	83.4	83.4
Industrial	107.0	97.6	97.6	3.4
Commercial	8.8	8.8	3.6	3.6
Parking	0.0	0.0	0.0	0.0
Misc.	0.0	0.0	0.0	0.0
% Leased	**42.6%**	**28.5%**	**27.8%**	**14.1%**

Port Wide Projects

To support overall Galveston Port growth over the 20-year period, a series of port wide projects have been identified, some of which the Port allocates funds to today to support stakeholders. Table 6 shows the list of recommended port wide projects and provides for a brief description of each.

Table 6: Port Wide and Miscellaneous Annual Projects

Item	Notes
0 – 5 Years	
USACE Channel Dredging	On-going capital program for navigation channel - ~45 ft. plus 1; 41-ft. at berths. Backlog of fees plus new dredging to bridge.
Signage Program	Done in conjunction with revised port facilities layout; internal roadway; gate revisions; cruise terminal/GTA/Parking development; and, City traffic program.
5 – 10 Years	
Renew & Replace Equipment	Terminals, gate complexes, buildings, etc.
City / Port Outfall Renovation	As part of the development of the port drainage program, renovation of the outfalls to prevent continued degradation and collapse issues.
Annually	
Misc. Infrastructure	Renewal & Replacement Budget - Annual routine maintenance (if not included in other programs)
Utility Infrastructure Improve	
Fender, moorings & bollard Upgrades	
Ongoing	
Land Acquisition / Development	Purchase tracts of land/rail yard adjacent to Harborside Drive (N & S) for cargo yard, gate, and roadway access projects.

- The channel dredging is an on-going effort established by the port to ensure adequate channel depth and width, as well as alongside berths. This is a continuing effort.
- While not specifically a part of the master planning program, with the recommended master plan revisions of the Port, new roadway development, etc. a signage program would assist in both wayfinding and property marketing. The Port has already invested in a new brand logo. Tying a signage program to the downtown core in the Mid Port area would also contribute to a coordinated effort to move pedestrians to and from the port cruise and commercial areas and downtown Strand District. This will also assist in the movement of traffic onto the island and into the port roadway system, as well as through the downtown and residential communities adjacent to the Port.
- Over the master planning period, infrastructure and equipment will need to be renewed and replaced to provide a platform for cargo and cruise operations. Part of the issues today with port infrastructure has been exacerbated by a lack of long term maintenance. This recommendation is made to correct that situation into the future.
- Land acquisition for cargo on Galveston Island and for industrial on Pelican Island may be necessary. While specific amounts have not been earmarked to date, in the later years of the plan, this may likely be needed.

Table 7 provides an outline of the port wide bulkhead projects recommended as part of the marine berth assessment study. These items are included as necessary within the Capital Improvement Program recommended for the Port of Galveston.

Table 7: Port Wide Bulkhead Improvements

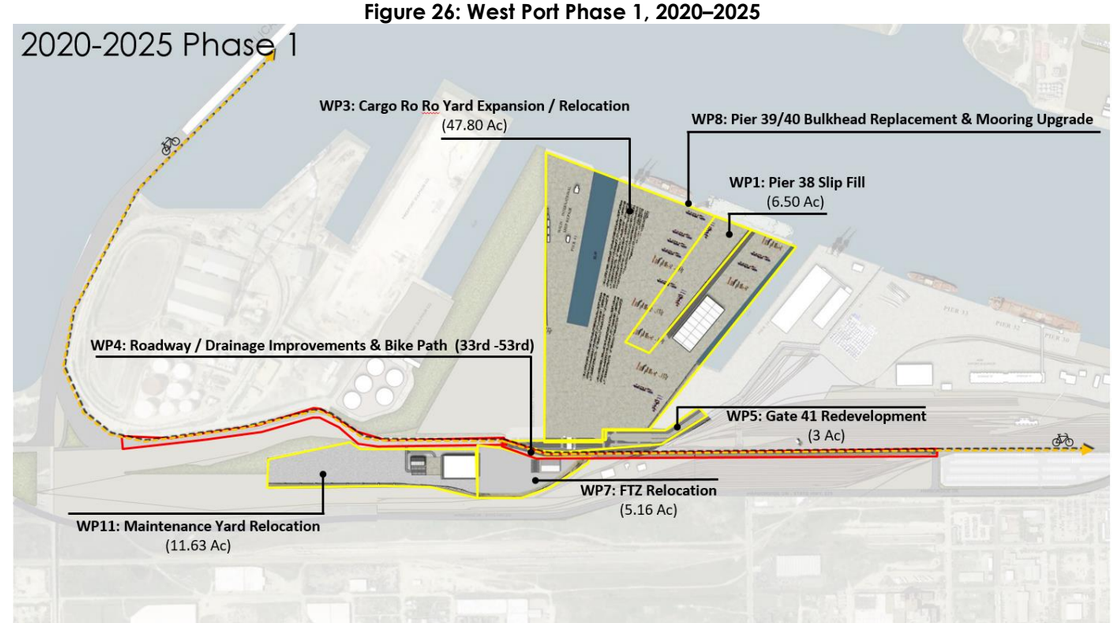
Item	Notes
0 – 5 Years	
Pier 10 - Pier, Pile, Hardware	Concrete Patching – $100,000; Concrete Pile Repair – $300,000; Hardware Updates – $1.7M. Assumes new fenders / paneling are installed for cruise ships.
Pier 23-25 – Pile, Jetty, Fenders	Steel Pile Repair – $1.6M; Jetty Platform Demolition - $250,000; Jetty Platform Construction – $750,000; Fender Repairs – $200,000. Pile, cap, fender damage.
Pier 26 – Pile, Jetty, Hardware	Jetty Platform Demolition - $250,000; Jetty Platform Construction – $500,000. New jetty and updated fenders and bollards.
Pier 27-29 – Pile, Cap	Steel Pile Repair – $200,000; Concrete Patching - $50,000. Spalling, pile repair.
Pier 37 – Deck, Cap, Pile, Hardware	Concrete Patching – $100,000; Concrete Pile Repair – $100,000; Hardware Updates - $300,000.
Pier 41 (T-Head) - Hardware	Hardware Updates– $10,000; Dive Inspection – $20,000. Assumes no pile damage.
5 – 10 Years	
Pier 16/18 – Pier, Pile, Hardware	Pile/Patch Repair – $500,000; Jetty Platform Construction – $2.0M; Hardware Updates – $2.0M. Upgrade for New Cruise Facility.
Pier 30-32 –Cap, Hardware	Concrete Patching - $100,000; Hardware Updates – $600,000; Dive Inspection – $50,000. Assumes no pile damage on inspection.
Pier 33 – Pile, Hardware	Concrete Pile Repair - $200,000; Fender Repairs – $150,000. Install new piles as needed for pier repurposing.
Pier 34 – Cap, Hardware	Concrete Patching - $100,000; Hardware Updates – $50,000; Demo/Pull Sheet Piles - $200,000. Repair spalling and update hardware.
NA / TBD	
Pier 14 – Sheet Pile Bulkhead	Complete replacement likely would not occur.
Pier 15 – Jetty Platform	Spalling observed. Fix and maintain.
Pier 16-18 – Jetty Platform	Maintain.
Pier 36 - Replacement	Demolition - $1.0M; New SSP and Cap – $21.0M; Hardware Updates - $500,000.
Pier 38 – Concrete Bulkhead, Cell	Failed bulkhead. Likely part of fill project.
Pier 39-40 – Sheet Pile Bulkhead	Failed sheet piles in some sections. Likely part of fill project.
Pier 41 – Concrete Jetty (slip)	Fair condition. Damaged fenders, hardware, etc.
Pier 12 - Demo, Jetty, Hardware	Demolition – $1.25M; Jetty Platform Construction – $5.0M; Hardware Updates – $500,000. Severe pile damage and spalling.

West Port Capital Improvement Projects

As part of the overall strategy for the Port of Galveston, the primary cargo yard functions are moved to the West Port Area to allow for a larger platform for growth (contiguous yards) and access to berths. The plan provides for the fill of existing slips to expand the land area while adding berths, new gate option, expanded internal roadway and rail access to support long-term marketing and expansion efforts of the port stakeholders. Additionally, some cargo operations and the Free Trade Zone are moved from East Port to accommodate the development of the RCCL cruise terminal. The Maintenance Yard is also relocated to provide for an expanded cargo yard footprint.

Phase 1 is shown in Figure 26 and Figure 27. This phase adds new acreage for cargo operations by filling existing slips that have limited use. It also provides for a new internal Old Port Roadway with a bike path for the movement of cargo and cruise traffic and a new gate area, as shown in Figure 28.

Figure 26: West Port Phase 1, 2020–2025



This phase also contemplates the addition of a ~18-acre cargo yard adjacent to Harborside Drive, where a large rail yard currently exists but is limited in use due to right of way issues. Two inner tracks next to Old Port Road would continue to be maintained for use.

Figure 29 and Figure 30 illustrate the continued transformation of the West Port area in Phase 2, with more expansion of cargo and the development of an on port rail spur for direct berth access. Piers 30 – 34 and the adjacent uplands are also redeveloped in this phase.

Figure 27: West Port Phase 1 continued, 2020–2025

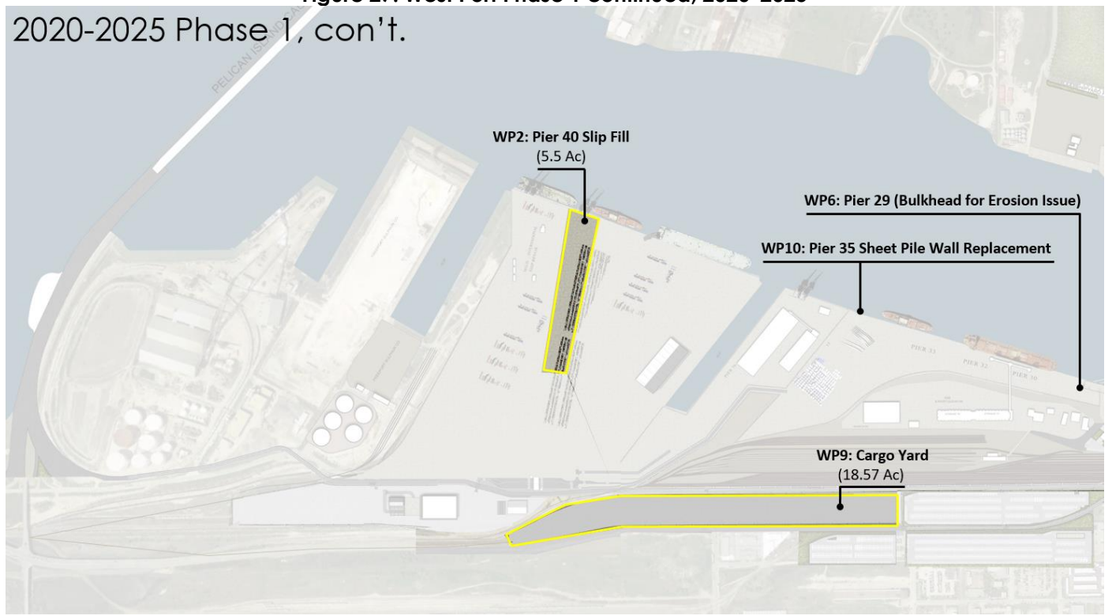


Figure 28: West Port Phase 1 Gate 41 Redevelopment

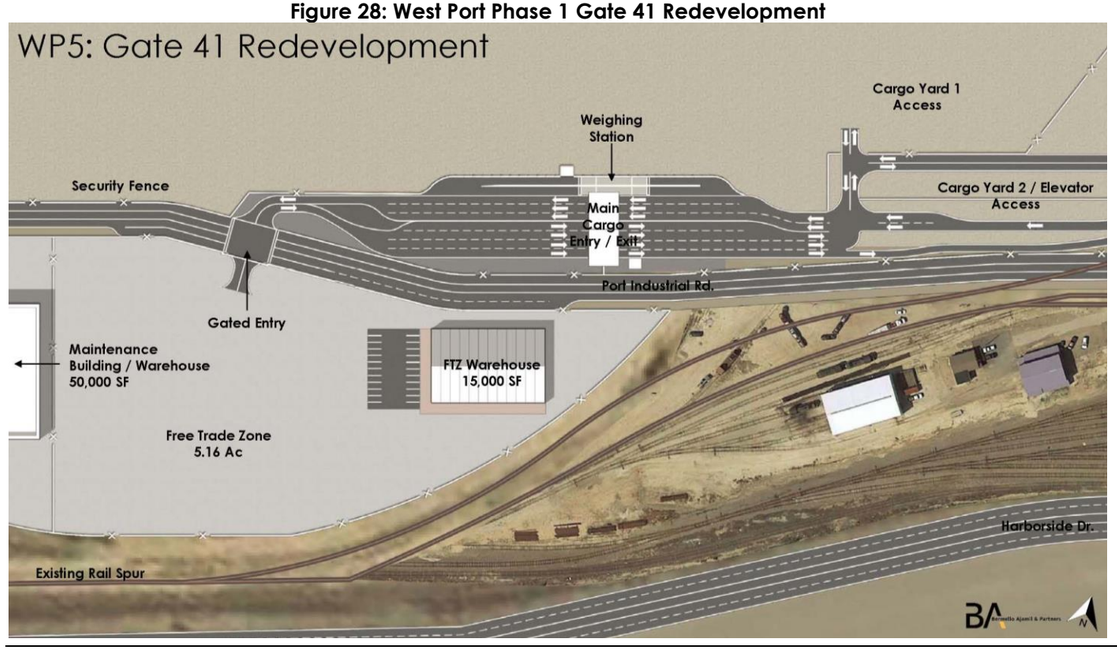


Figure 29: West Port Phase 2, 2025–2030

Figure 30: West Port Phase 2 continued, 2025–2030

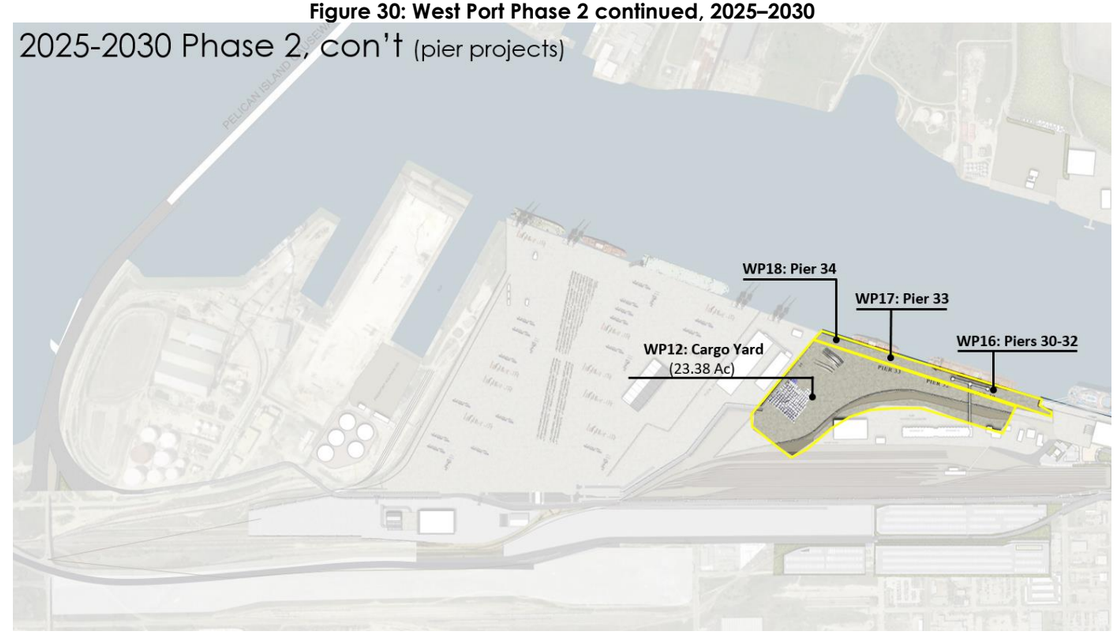


Figure 31 shows the final phase for the West Port area from 2030 – 2040, with the potential for additional cargo yard development on both sides of Harborside Drive. This final phase would be driven by demand as required by tenants.

Figure 31: West Port Phase 3, 2030–2040

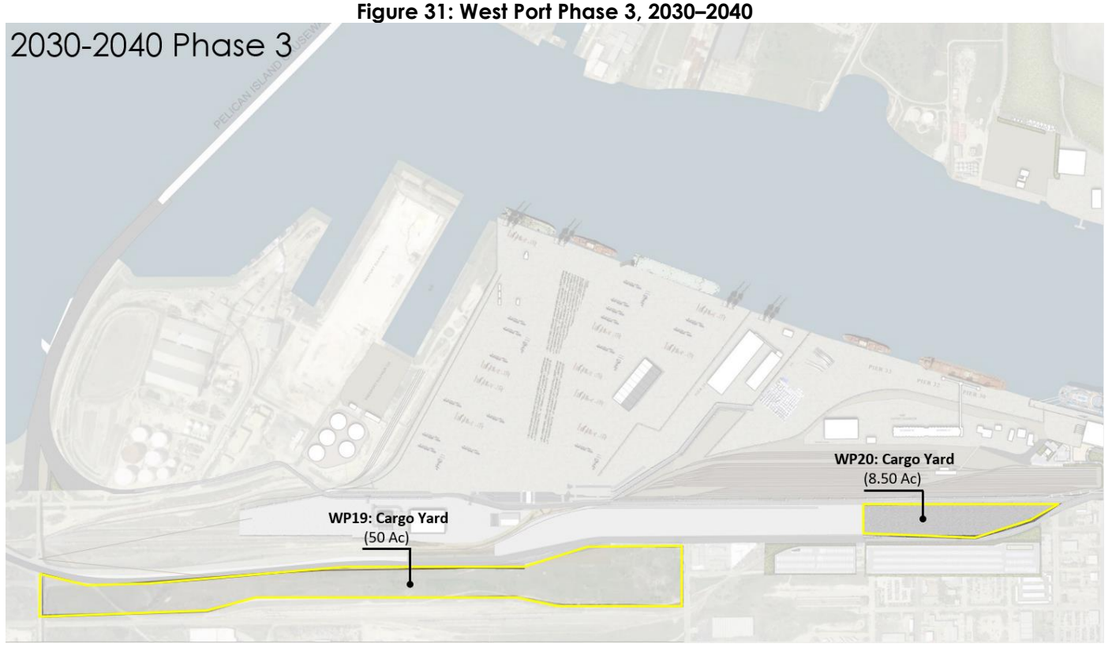


Table 8 provides the outline of the West Port CIP, adding some ~100 acres of new land for cargo and support areas that could drive economic and job growth for the community of Galveston. The Table also provides for start and end dates for each project (with some of the cargo and roadway projects being further phased) dependent upon demand and funding.

Total Estimated costs for each project are shown with phase 1 totaling ~$108-million. Projects have been identified that could be earmarked for PPP opportunities, grants, or other loan mechanisms that are on the state or federal level. The "Other Funding" sources are shown accordingly. Thus, the portion for the Port of Galveston over the 5-year period is ~$64-million. The total cost of phase 2 (~$33.7-million) and Phase 3 (~$12-million) provide a total of an investment of $154,050,086 over the 20-year period, of which some $90-million is estimated to be Port of Galveston funded.

Table 8: West Port Capital Improvement Program

Project #	Project Description	Current Acres	New Acres	Start	End	Total Est. Cost	Galveston Est. Cost	Other Funding
0 – 5 Year Projects (2020 – 2025)								
WP1	Pier 38 Slip Fill	0	6.3	2020	2021	$19,638,097	$9,819,048	$9,819,048
WP2	Pier 40 Slip Fill	0	5.4	2023	2023	$16,114,000	$8,057,000	$8,057,000
WP3	Cargo Ro Ro Yard Expansion/Relocation Ph. 1 Pier 38-41	49.05	59.5	2021	2023	$9,486,434	$4,743,217	$4,743,217
WP4	Roadway, Drainage Improvement, & Bike Path (33rd -53rd)*	n/a	n/a	2021	2023	$14,731,000	$7,365,500	$7,365,500
WP5	Gate 41 Redevelopment	7.4	3	2022	2022	$2,611,938	$1,111,938	$1,500,000
WP6	Pier 29 (Bulkhead for errosion issue)	n/a	n/a	2022	2022	$6,500,000	$6,500,000	$0
WP7	FTZ Relocation	5.40	5.16	2020	2021	$1,370,000	$685,000	$685,000
WP8	Pier 39/40 Bulkhead Replacement and Mooring Upgrade	n/a	n/a	2021	2022	$17,290,302	$8,645,151	$8,645,151
WP9	Project Cargo Yard Phase 2	0	18.57	2020	2021	$5,527,893	$2,763,947	$2,763,947
WP10	Pier 35 sheet pile wall replacement	n/a	n/a	2023	2023	$9,000,000	$9,000,000	$0
WP11	Maintenance Yard Relocation	0	11.63	2023	2025	$6,074,452	$6,074,452	$0
	TOTAL					$108,344,115	$64,765,252	$43,578,863
5 – 10 Year Projects (2025 – 2030)								
WP12	Project Cargo Yard Phase 1 Pier 30-34	22.14	23.38	2028	2028	$1,546,801	$773,401	$773,401
WP13	Rail Spur & Loading Area	n/a	n/a	2026	2027	$2,346,719	$1,173,359	$1,173,359
WP14	Pier 36 Slip Fill	0	4.91	2025	2026	$20,000,000	$10,000,000	$10,000,000
WP15	Cargo Ro Ro Yard Expansion/Relocation Ph. 2	18.99	23.9	2026	2027	$4,743,717	$2,371,859	$2,371,859
WP16	Pier 30 - 32	n/a	n/a	2025	2025	$750,000	$750,000	$0
WP17	Pier 33	n/a	n/a	2026	2026	$350,000	$350,000	$0
WP18	Pier 34 Capacity Increase	n/a	n/a	2026	2026	$4,000,000	$4,000,000	$0
	TOTAL					$33,737,237	$19,418,619	$14,318,619
10 – 20 Year Projects (2030 – 2040)								
WP19	Cargo Yard Phase 3	0	50	2030	2031	$10,001,680	$5,000,840	$5,000,840
WP20	Cargo Yard Phase 3a	0	8.5	2034	2035	$1,967,828	$983,914	$983,914
	TOTAL					$11,969,508	$5,984,754	$5,984,754
	Total West Port CIP Projects					**$154,050,860**	**$90,168,625**	**$63,882,236**

Mid Port Projects

Mid Port is the center of the Port of Galveston and home to the primary commercial and cruise facilities. The Master Plan looks to further enhance the capacity of the cruise facilities by improving the ground transportation areas and developing a parking garage for Terminal B. Long-term, the plan allows for additional parking and enhancements to the cruise facilities as demand dictates. The Old Port Roadway continues through the Mid Port area as well with a bike path. Due to the narrow features of the Mid Port commercial district, the roadway would likely terminate or traffic brought into the Port at 21st Street as part of the enhancement of the Mid Port commercial area. Traffic would then continue to the East Port area and cruise terminal. See Figure 32 and Figure 33.

In conjunction with the Port Wide signage program, contemplating the renaming of the cruise facilities should be explored to align with the west to east routing on the Old Port Road and provide for some connectivity to the Strand Historic downtown core through name brand recognition, such as naming the facilities for past port/city historical figures.

Figure 32: Mid Port Phase 1, 2020–2025

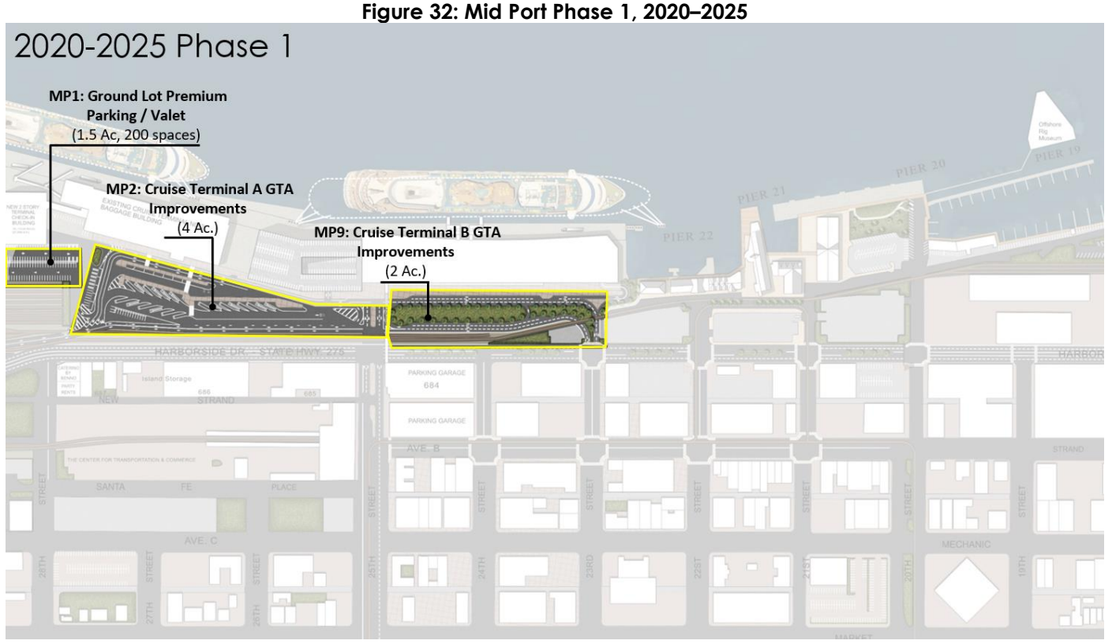


Figure 34 outlines the continued effort to repair and enhance the existing Port of Galveston piers to allow for continuing operations and larger vessels into the future.

Figure 33: Mid Port Phase 1 continued, 2020–2025

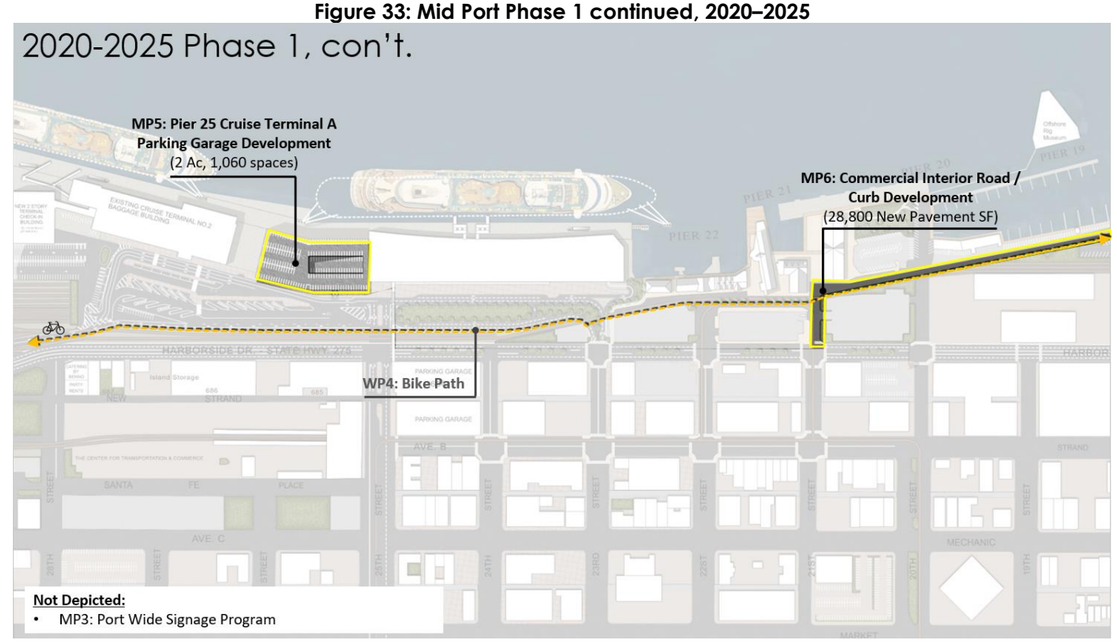


Figure 34: Mid Port Phase 1 continued, Pier Projects, 2020–2025

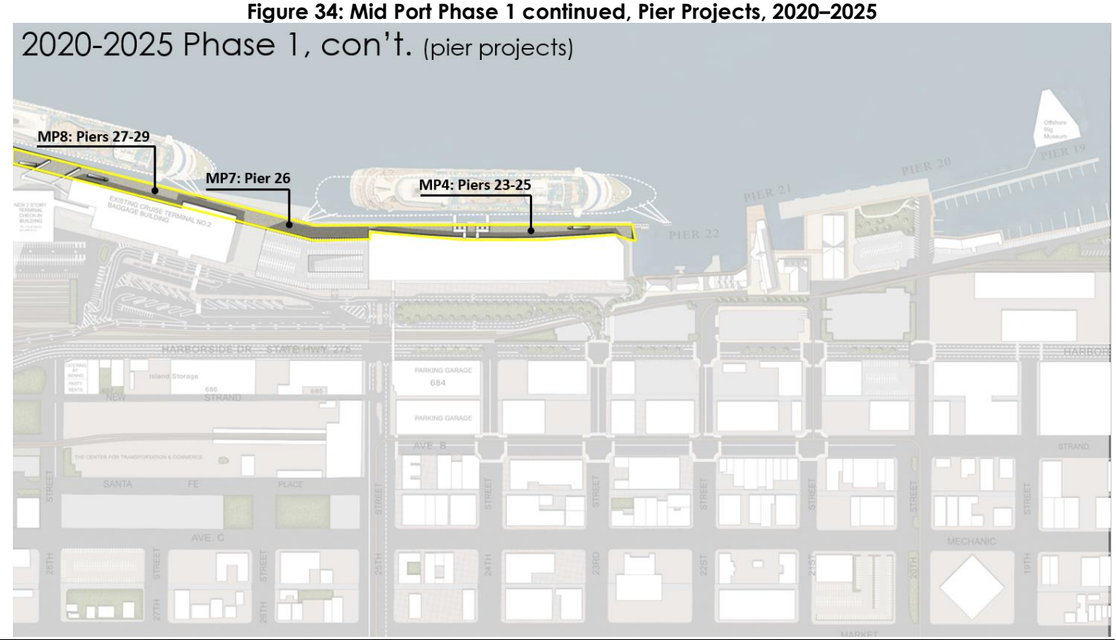
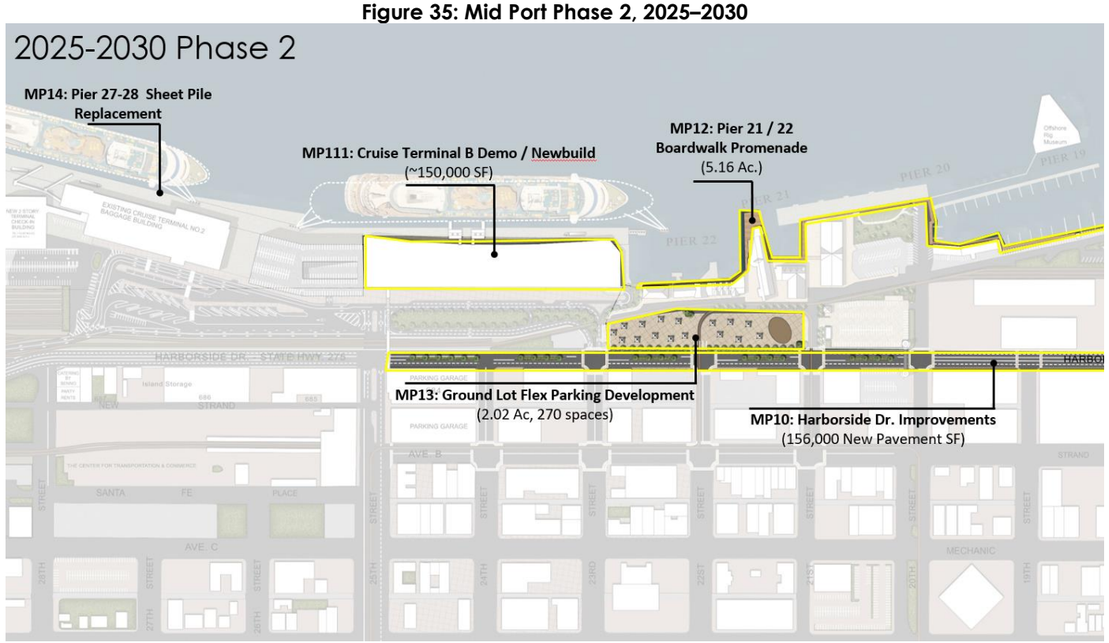


Figure 35 shows the Phase 2 projects, including the addition of a boardwalk, flex parking space, and enhancements to Harborside Drive to connect Mid Port with the Strand District. The flex parking spaces can also be used for alternative activities providing for new revenue opportunities and an expanded commercial core. The goal of the enhanced Harborside Drive area is to allow for better ease of access for pedestrians to maneuver to and from the area.

Phase 2 also coincides with the redevelopment of Terminal B in conjunction with cruise line demand and a financial partnership. The original historic façade of the terminal facility would be saved, and this new build process could also be done in phases to allow for continuing operations of the facilities.

Figure 35: Mid Port Phase 2, 2025–2030



Phase 3 in Mid Port shows the addition of the parking garage to support expanded cruise operations and is done in conjunction with Terminal A new build development. Further, GTA work is also contemplated to allow for increased vehicular flows in the area. A trolley rail station is also developed in this phase as part of the continued connectivity with the downtown core. This is all depicted in Figure 36.

Figure 36: Mid Port Phase 3, 2030–2040

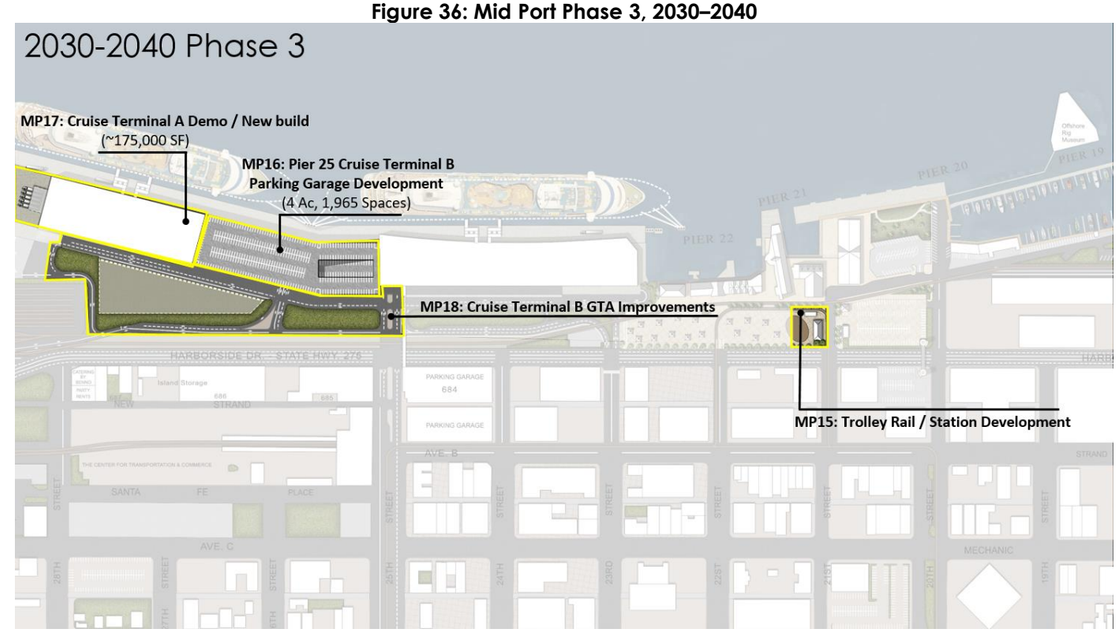


Table 9 shows the Mid Port Capital Improvements Program. As shown, the program is some ~$320-million, of which ~$141.5-million is Port capital costs. The majority of this funding is related to marine bulkhead repair, parking garage, and portions of terminal development, of which significant revenue opportunities are attached that can pay for the improvements and potentially fund other on-going port projects. Thus, strategically, the majority of the cruise terminal facilities are paid through partnership monies. There are also some shared roadway / Trolley development costs with either the City or Tx DOT provided for within the plan.

Table 9: Mid Port Capital Improvement Program

Project #	Project Description	Current Acreage	New Acreage	Start	End	Total Est. Cost	Galveston Est. Cost	Other Funding
0 – 5 Year Projects (2020 – 2025)								
MP1	Ground Lot Premium Parking/Valet	0	1.5	2020	2020	$50,000	$50,000	$0
MP2	CT A (2) GTA Improvements Phase 1	7.1	4	2021	2021	$1,074,099	$1,074,099	$0
MP3	Portwide Signage Program	n/a	n/a	2020	2024	$1,000,000	$1,000,000	$0
MP4	Pier 23 - 25	n/a	n/a	2022	2022	$2,800,000	$2,800,000	$0
MP5	Pier 25 CT B (1) Parking Garage Dev.	0	2	2020	2022	$30,000,000	$30,000,000	$0
MP6	Commercial Interior Road / Curb Dev.	n/a	n/a	2023	2023	$1,051,024	$525,512	$525,512
MP7	Pier 26	n/a	n/a	2023	2023	$750,000	$750,000	$0
MP8	Pier 27 - 29	n/a	n/a	2023	2023	$250,000	$250,000	$0
MP9	CT B (1) GTA Improvements Phase 1	3.4	2	2024	2025	$544,650	$544,650	$0
	TOTAL					$37,519,773	$36,994,261	$525,512
5 – 10 Year Projects (2025 – 2030)								
MP10	Harborside Drive Improvements	n/a	n/a	2026	2027	$1,031,250	$515,625	$515,625
MP11	CT B (1) Demo/Newbuild	5.8	5.8	2027	2029	$100,763,000	$25,190,750	$75,572,250
MP12	Pier 21 /22 Boardwalk Promenade	0	5.16	2025	2026	$244,375	$122,188	$122,188
MP13	Ground Lot Flex Parking Development	0	2.02	2026	2027	$1,680,012	$1,680,012	$0
MP14	Pier 27-28 Sheet Pile Replacement	n/a	n/a	2027	2027	$11,250,000	$11,250,000	$0
	TOTAL					$114,968,637	$38,758,575	$76,210,063
10 – 20 Year Projects (2030 – 2040)								
MP15	Trolley Rail / Station Development	n/a	n/a	2030	2032	$1,624,375	$812,188	$812,188
MP16	Pier 25 CT A (2) Parking Garage Dev.	0	2	2034	2035	$30,000,000	$30,000,000	$0
MP17	CT A (2) Demo/Newbuild	5.4	5.4	2034	2035	$135,579,250	$33,894,813	$101,684,438
MP18	CT A (2) GTA Improvements Phase 2	4	4	2034	2035	$1,074,099	$1,074,099	$0
	TOTAL					$168,277,724	$65,781,099	$102,496,625
	Total Mid Port CIP Projects					**$320,766,134**	**$141,533,935**	**$179,232,200**

East Port Projects

The East Port area of the Port of Galveston will undergo the most significant change over the next 20-years with the development of cruise and commercial facilities. Phase 1 takes into consideration the development of the RCCL Terminal and GTA at Pier 10 and the movement of cargo and the Free Trade Zone operations to the West Port area. A trolley station would also be provided for within the GTA to provide for cruise passenger movement.

The reconfiguration of the 14th Street gate to service Del Monte and realignment/expansion of the interior Old Port Roadway with bike pathway would also occur to enhance traffic flow and move some level of traffic off Harborside Drive. See Figure 37.

Figure 37: East Port Phase 1, 2020–2025

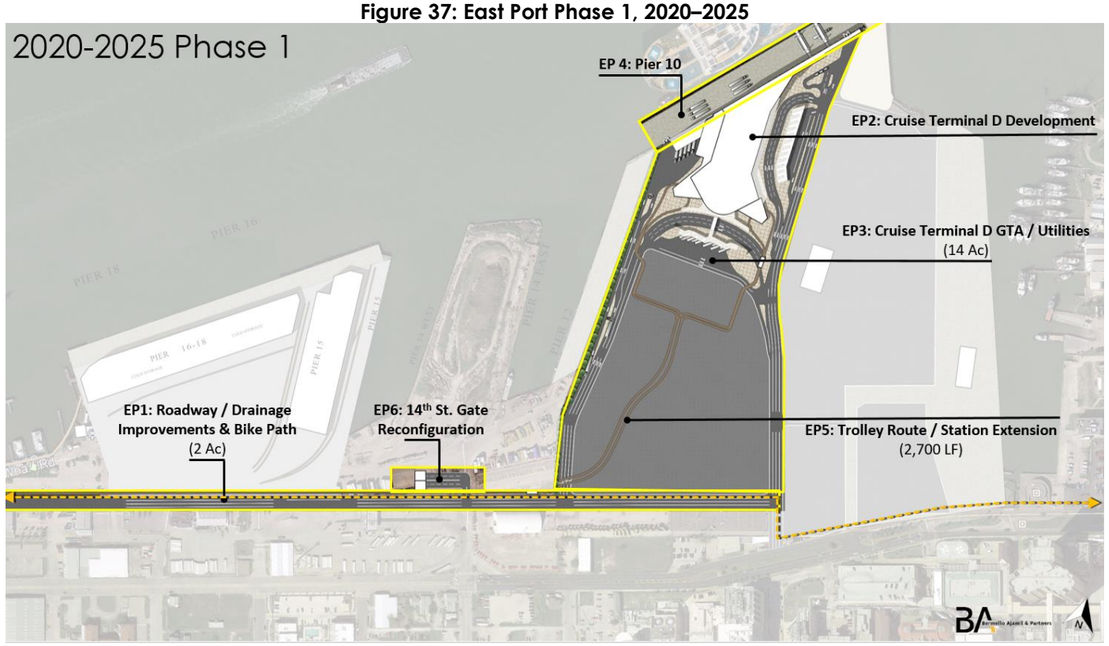


Figure 38 illustrates the continuation of the berth rehabilitation program for the Port as part of Phase 2.

Phase 3 is divided into multiple smaller phases as much of the development will occur dependent upon the movement or relocation of Del Monte from the existing premises, as well as the demand for new cruise facilities in the long-term. Figure 39 shows the development of a new cruise terminal facility with GTA and parking garage in East Port. Additionally, commercial development lots are shown along Harborside Drive and the Old Port Roadway. A Trolley extension station is also programmed to move persons to and from this area.

Figure 38: East Port Phase 2, 2025–2030

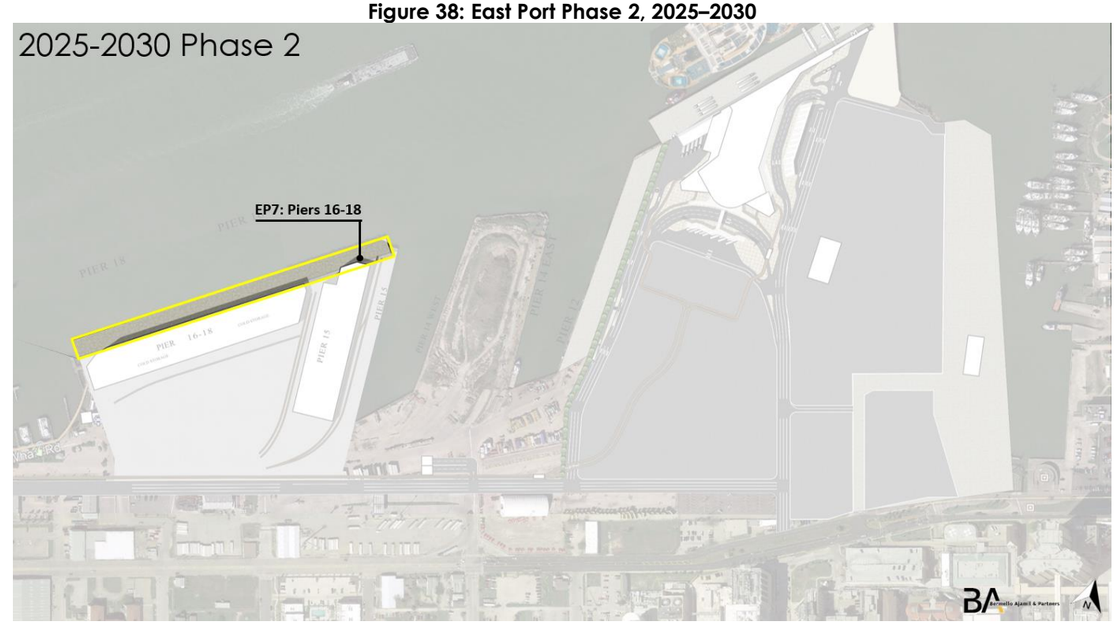


Figure 39: Mid Port Phase 3a, 2030–2040

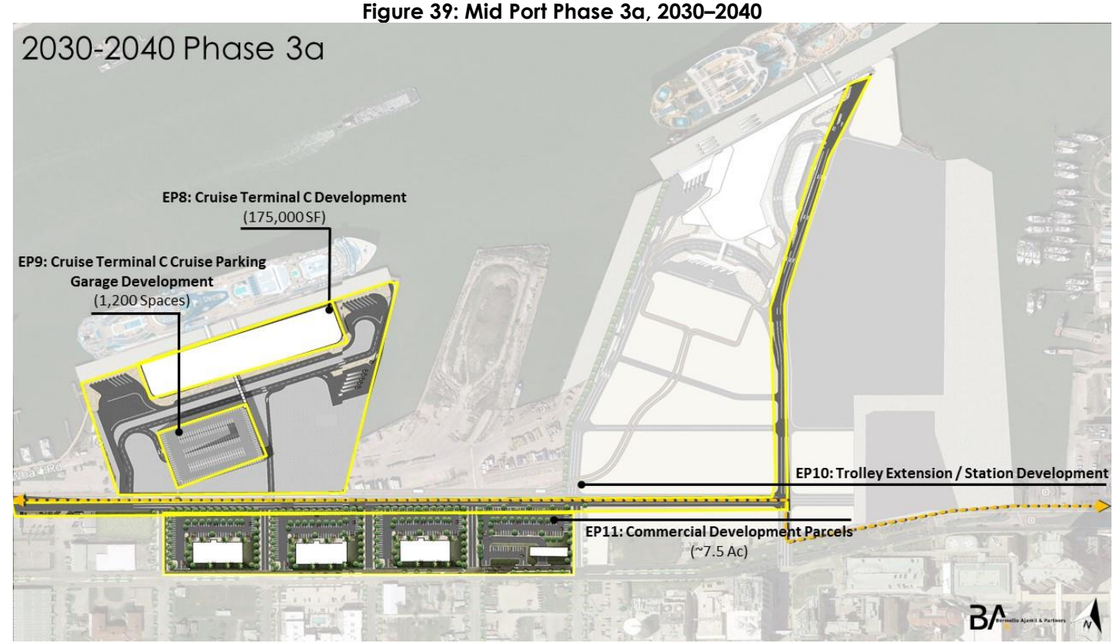
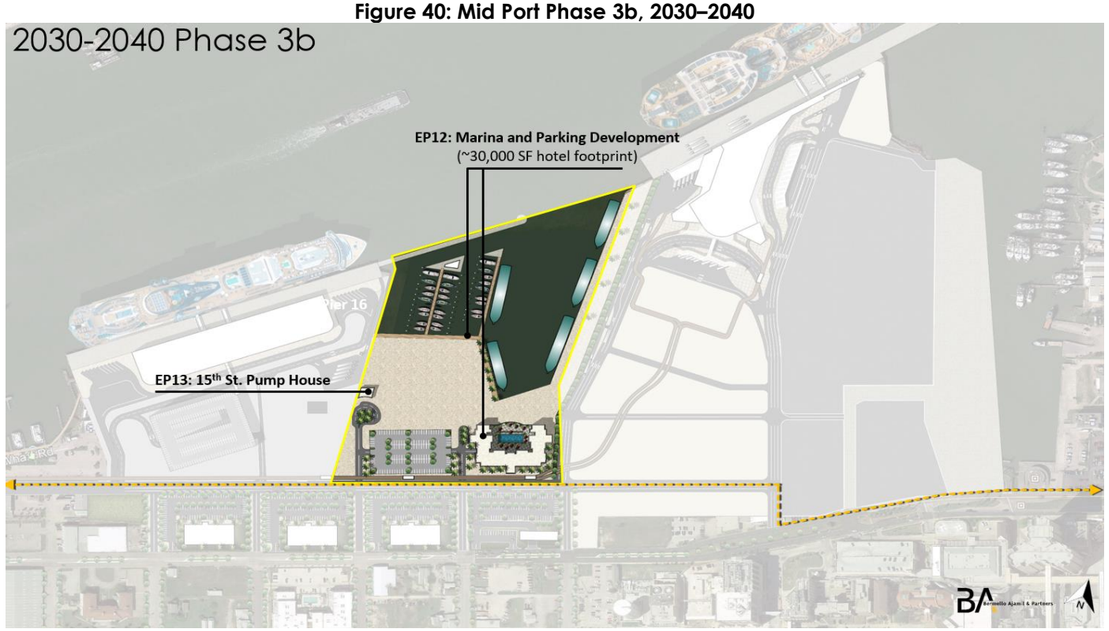


Figure 40 and Figure 41 shows the development of a commercial marina with hotel footprint and long-term commercial development on the water's edge servicing as a linkage for the new marina and the adjacent commercial development.

Figure 40: Mid Port Phase 3b, 2030–2040



The final East Port phase 3d illustrated in Figure 42 shows the addition of a parking garage to service Terminal D (funded by the Port of Galveston) and a "flexible" green space on the perimeter of the port area that could serve as a buffer zone and provide for new activities and connectivity to the city and surrounding UMTB area.

Table 10 shows the Capital Improvement Program for East Port at some ~$331-million, of which the Port of Galveston is funding ~$99.75-million over the 20-year period. The commercial development parcels are showing no capital costs/investments as these will be a long-term land lease or PPP agreements for development that will provide additional revenues to the Port over the long-term. The 15th Street pump station is a city project and will use port lands for the requirement.

Figure 41: Mid Port Phase 3c, 2030–2040

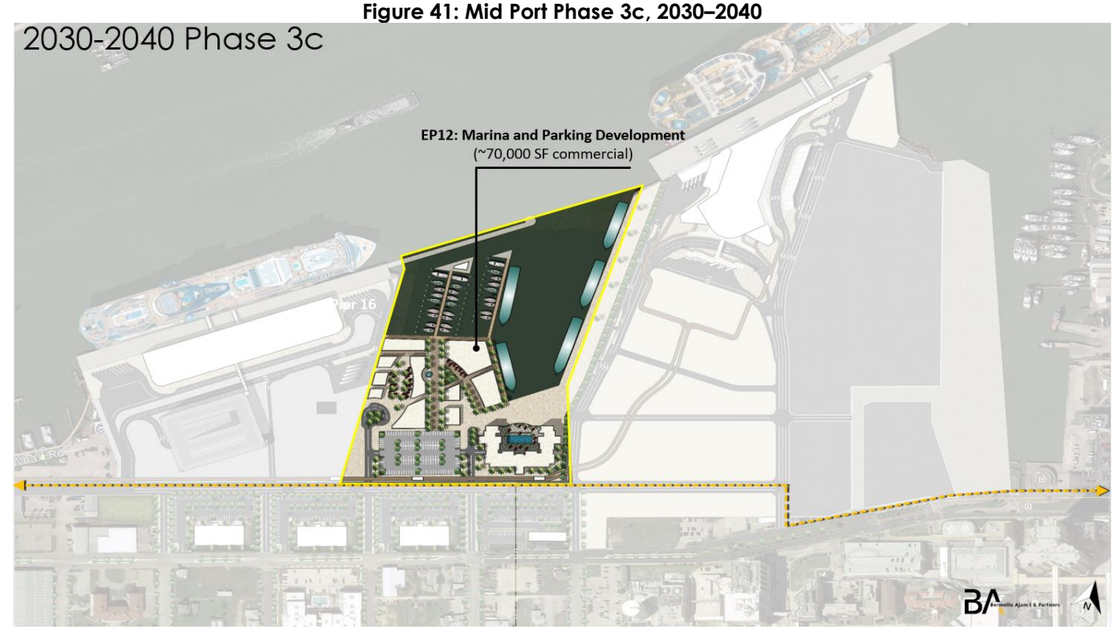


Figure 42: Mid Port Phase 3d, 2030–2040

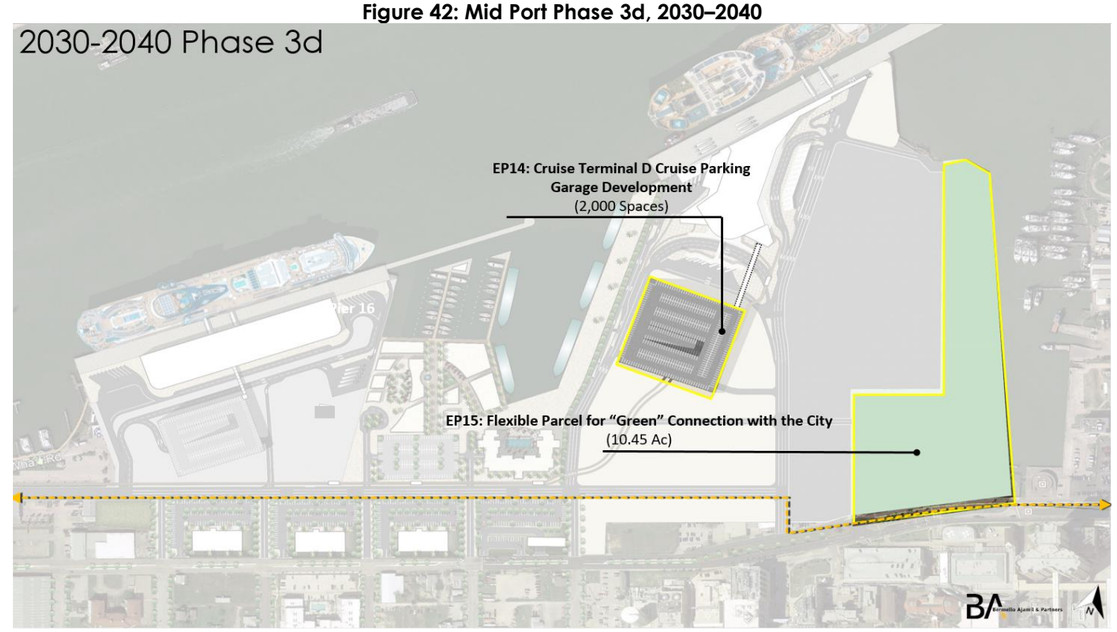


Table 10: East Port Capital Improvement Program

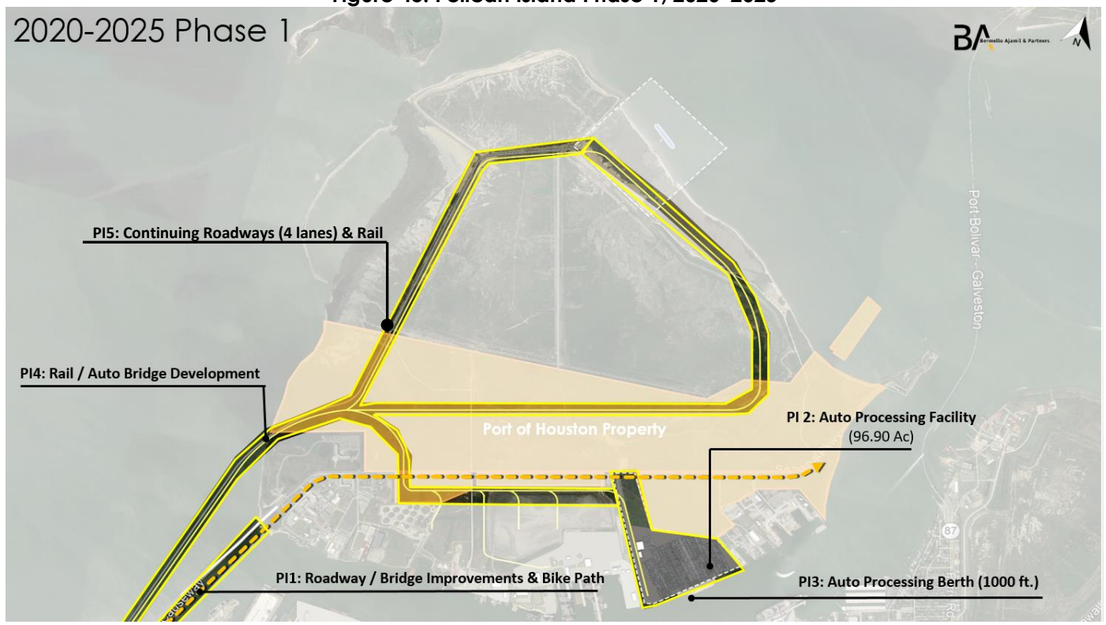
Project #	Project Description	Current Acreage	New Acreage	Start	End	Total Est. Cost	Galveston Est. Cost	Other Funding
0 – 5 Year Projects (2020 – 2025)								
EP1	East End Portside Rd., Drainage Imp., & Bike Path	n/a	n/a	2020	2021	$9,115,000	$4,557,500	$4,557,500
EP2	CT D (3) Development	0	8.8	2020	2022	$0	$0	$0
EP3	CT D (3) GTA, parking, and utilities	0	14	2020	2023	$7,979,244	$7,979,244	$0
EP4	Pier 10 (Per Port Option)	n/a	n/a	2021	2021	$16,000,000	$8,000,000	$8,000,000
EP5	Trolley Route / Station Extension	n/a	n/a	2023	2025	$2,530,000	$1,265,000	$1,265,000
EP6	14th St. Gate Reconfiguration	2.3	2.3	2023	2023	$1,285,125	$1,285,125	$0
	TOTAL					**$36,909,369**	**$23,086,869**	**$13,822,500**
5 – 10 Year Projects (2025 – 2030)								
EP7	Pier 16 - 18	n/a	n/a	2024	2024	$4,500,000	$4,500,000	$0
	TOTAL					**$4,500,000**	**$4,500,000**	**$0**
10 – 20 Year Projects (2030 – 2040)								
EP8	CT C (4) Development	0	4	2030	2031	$138,382,375	$34,595,594	$103,786,781
EP9	CT C (4) Cruise Parking Garage & GTA Dev.	0	17.04	2030	2031	$33,000,000	$33,000,000	$0
EP10	Trolley Extension / Station Dev. B	n/a	n/a	2035	2035	$1,185,938	$592,969	$592,969
EP11	Commercial Development Parcels	0	7.5	TBD	TBD	$0	$0	$0
EP12	Marina Village Development Alt. C	0	10.56	2034	2035	$76,115,625	$4,000,000	$72,115,625
EP13	15th Street Pump Station	n/a	n/a			$0	$0	$0
EP14	CT D (3) Cruise Parking Garage Dev.	0	0	2036	2038	$41,250,000	$0	$41,250,000
EP15	Flexible Parcel for "Green" Connection with the City	0	10.45	TBD	TBD	$0	$0	$0
EP16	CT C (4) Development	0	4	2030	2031	$289,933,938	$72,188,563	$217,745,375
	TOTAL					**$138,382,375**	**$34,595,594**	**$103,786,781**
	Total East Port CIP Projects					**$331,343,307**	**$99,775,432**	**$231,567,875**

Pelican Island Projects

Pelican Island provides for a large plate of opportunities for the Port and City of Galveston into the long-term. The key to opening the immense economic and social impacts that could be generated by the development of the island is in the ability to provide for critical access via rail/roadway bridge with supporting roads and utility infrastructure on the island to support development coupled with key partnerships focusing primarily on industrial and secondarily Ro-Ro cargo development.

Pelican Island Phase 1 development includes the rail/auto bridge development and improvements to the existing bridge, as well as initial work on the development of an island-wide interior roadway system to support long-term development. Port of Galveston specific project would be the development of an autoprocessing Ro-Ro facility in conjunction with a partner limiting the investment to be made by the Port. See Figure 43.

Figure 43: Pelican Island Phase 1, 2020–2025



Phase 2 (Figure 44) begins to carve out developable industrial parcels in the current spoils area of the Port and identifies key areas for the development of LNG processing and fueling facilities to serve the Port and surrounding areas. LNG will be a critical fuel source moving forward for cruise and cargo vessels and could provide a strategic initiative for the Port in the mid-term. Phase 3 shows long-term development options for non-port industrial property development (not including the Port of Houston).

Figure 44: Pelican Island Phase 2, 2025–2030

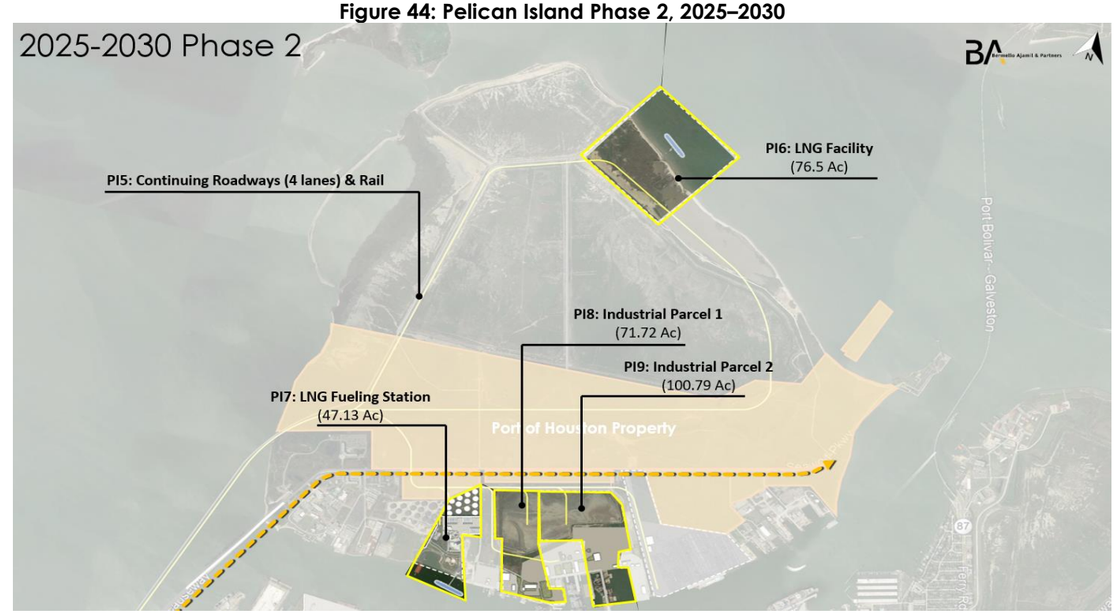


Figure 45: Pelican Island Phase 3, 2030–2040

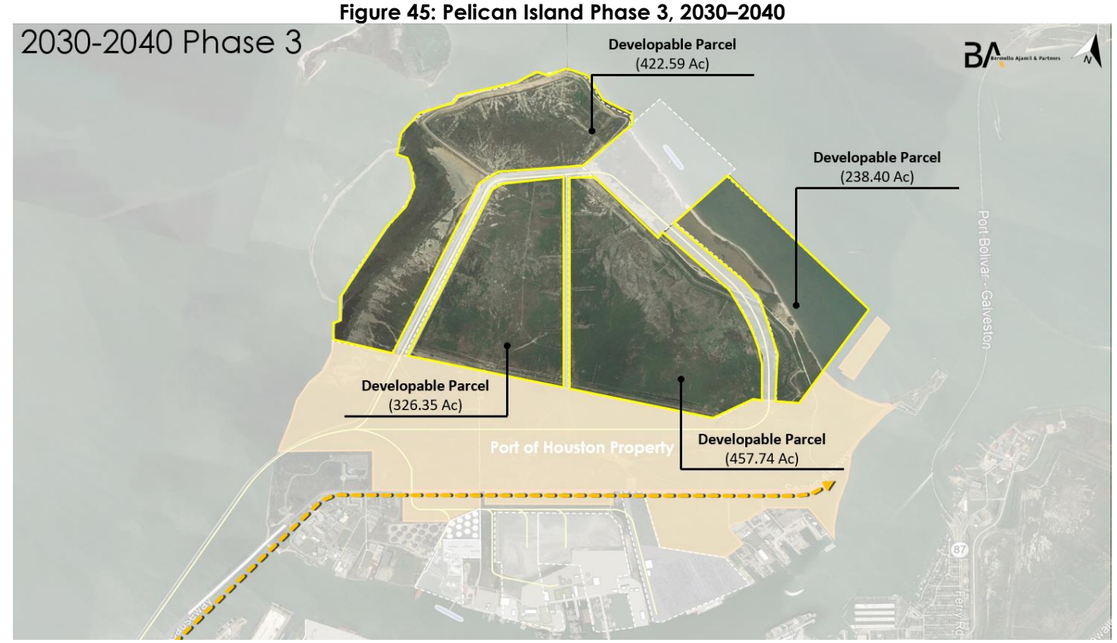


Table 11 illustrates the Pelican Island Capital Improvement Program. As shown, the majority of the programming is PPP related.

Table 11: Pelican Island Capital Improvement Program

Project #	Project Description	Current Acreage	New Acreage	Start	End	Total Est. Cost	Galveston Est. Cost	Other Funding
0 – 5 Year Projects (2020 – 2025)								
PI1	Roadway / Bridge Improvements & Bike Path	n/a	n/a	2023	2023	$0	$0	
PI2	Auto Processing Facility	0	96.9	2023	2025	$21,200,000	$21,200,000	PPP
PI3	Auto Processing Berth (1000 ft)	n/a	n/a	2023	2025	$30,000,000	$30,000,000	PPP
PI4	Rail / Auto Bridge Development			2023	2025	$0	$0	
						$51,200,000	**$51,200,000**	
5 – 10 Year Projects (2025 – 2030)								
PI5	Proposed Continuing Roadways (4 lanes) and Rail	n/a	n/a	2027	2029	TBD		
PI6	LNG Facility	0	76.5	TBD	TBD	TBD		
PI7	LNG Fueling Station	0	47.13	2025	2027	TBD		
PI8	Industrial Parcel 1	0	71.72	2025	2027	TBD		
PI9	Industrial Parcel 2	0	100.79	2025	2027	TBD		
10 – 20 Year Projects (2030 – 2040) NON PORT PROPERTIES								
PI10	Developable Parcel 1	0	326.35	TBD	TBD	TBD		
PI11	Developable Parcel 2	0	457.74	TBD	TBD	TBD		
PI12	Developable Parcel 3	0	238.4	TBD	TBD	TBD		
PI13	Developable Parcel 4	0	422.59	TBD	TBD	TBD		
	Total Pelican Island CIP Projects					**$51,200,000**	**$51,200,000**	

Table 12 shows the total 20-year Capital Improvements Program at ~$885-million. The overall Port Wide Vision Plan 2040 is shown below in Figure 46.

Table 12: Port of Galveston Capital Improvement Program

Port Area	Port Investment	Other Investment	Total Dollars
West Port	$90,168,625	$63,882,236	$154,050,860
Mid Port	$141,533,935	$179,232,200	$320,766,134
East Port	$99,775,432	$231,567,875	$331,343,307
Pelican Island	$51,200,000	$0	$51,200,000
Annual R&R	$28,500,000	$0	$28,500,000
TOTAL	**$411,177,991**	**$474,682,310**	**$885,860,301**

Port Wide Vision Plan 2040

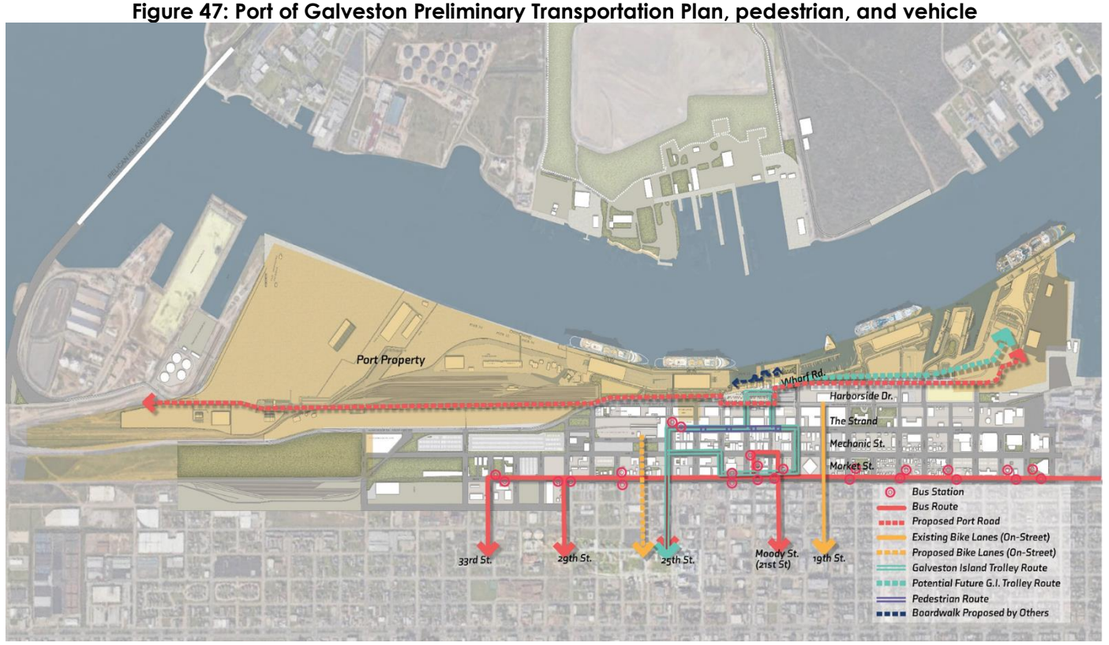
Figure 46: Port of Galveston Port Wide Vision Plan, 2040

Connectivity and Traffic

A key item reflected in the meetings with stakeholders and community groups was the interaction between the Port and downtown core (Strand), pedestrian crossings of Harborside Drive, and port generated traffic flows through adjacent neighborhoods. Through observations it was determined that Harborside Drive did act as a barrier, and part of the plan should focus on alleviating this issue and providing for the opportunity to bring the downtown and port waterfront closer. To do so, our plan recommendation is to follow many of the ideas shown in the *Galveston Historic Downtown Seaport Master Plan* prepared for the Historic Downtown Strand Seaport Partnership in 2010.

Providing for a Harborside Drive that provides for ease of pedestrian movement to and from the downtown and waterfront will invigorate both areas. The waterfront commercial area will also undergo a renovation allowing for multi-use spaces and easier access across parking lots and rail crossings to the edge. A promenade boardwalk will provide for a draw to the water's edge. See the preliminary traffic plan in Figure 47 that addresses flows in and adjacent to the Port.

Figure 47: Port of Galveston Preliminary Transportation Plan, pedestrian, and vehicle

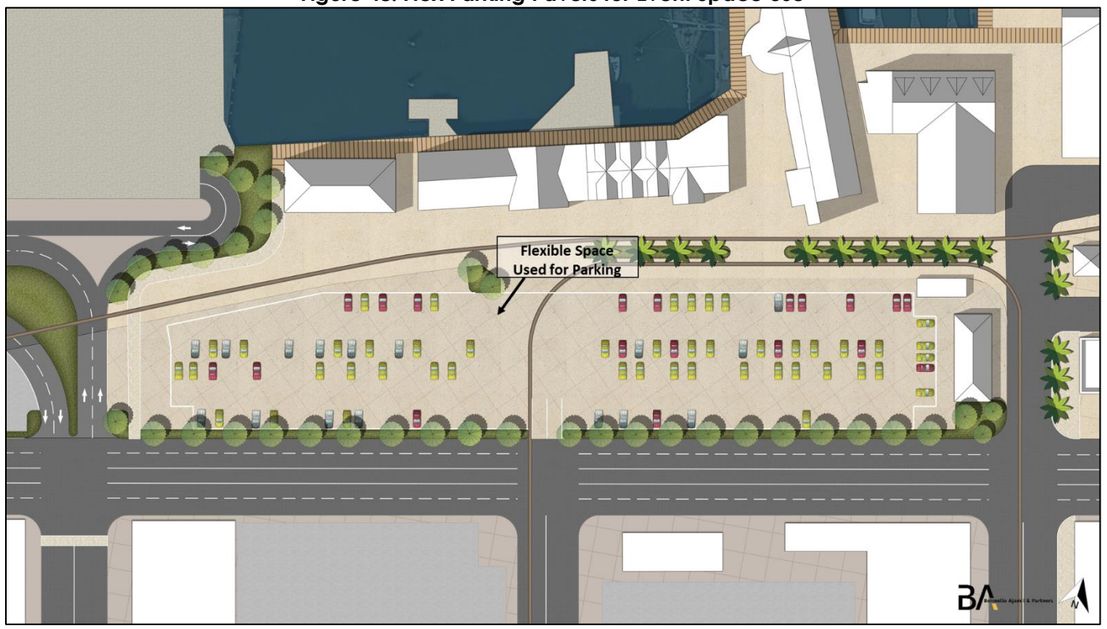


A port sponsored traffic study will be used to further inform master plan on traffic patterns and design work that will improve conditions for the port stakeholders and the surrounding community. This will assess the long-term traffic generation for port and off-island traffic. As illustrated in the CIP, the master plan recommendations are as follows:

- Create an internal port road for cruise traffic to the East Port area from 21st street.
- Use signage to move cruise traffic out of the East Port area and avoid critical residential streets to lessen traffic impacts.
- Create an internal Old Port Road for West Port and Mid Port cargo yards and cruise terminals to alleviate Harborside Drive traffic.
- Provide for streetscapes along Harborside Drive that reflect similar patterns to those in the Strand District and provide for safer pedestrian movement to and from the waterfront.
- Define linkages between Strand and Port Commercial areas/cruise terminals via walkways, pedestrian bridge, and trolley system.
- Long-term connect not only the Mid Port area and Strand but the Mid Port with East Port area as well via promenade, roadway, bike path, and a continuation of Harborside Drive's renovated look.
    - This will provide for access and development for key commercial parcels in West Port between Old Port Road and Harborside Drive, as well as activate the long-term marine commercial district.

Additionally, the plan places emphasis on creating multi-use spaces for parking and events along the commercial edge allowing for festivals and other uses. This is an additional community benefit and revenue option for the Port. See Figure 48.

Figure 48: Flex Parking Pavers for Event Space Use



Economic and Social Impact of Master Plan Scenarios

The cargo and cruise impact models developed for Port of Galveston are designed as tools to test the sensitivity of impacts to changes in such factors as maritime tonnage levels, passenger levels, seaport productivity and work rules, new seaport facilities development, inland distribution patterns of ocean cargo, number of vessel calls and the introduction of new ocean carrier or cruise service. The impact models can also be used to assess the impact of developing a parcel of land as a maritime terminal or cruise terminal versus other non-cargo land uses. Finally, the maritime impact models can be used to assess the economic benefits of increased maritime activity due to infrastructure development and the opportunity cost of not undertaking specific maritime investments such as dredging, new terminal development, or warehouse development.

The study employs methodology and definitions that have been used by Martin Associates to measure the economic impacts of seaport activity at more than 250 ports in the United States and Canada, and at the leading airports in the United States. It is to be emphasized that only measurable impacts are included in this study. To ensure defensibility, the Martin Associates' approach to economic impact analysis is based on data developed through an extensive interview and telephone survey program of the Port's tenants and the firms providing cargo and cruise services at Port of Galveston. Specific re-spending models have been developed for the Fort Lauderdale area to reflect the unique economic and consumer profiles of the regional economy. To further underscore the defensibility of the study, standardized impact models, such as the MARAD Port Kit are not used. Instead, the resulting impacts reflect the uniqueness of the individual Port operations, as well as the surrounding regional economy.

Impact Definitions

The impacts presented in this analysis are measured in terms of:

- Jobs [direct, induced, indirect and related shipper/consignee (related users)];
- Personal income;
- Business revenue; and
- State and local taxes.

Each impact measurement is described below:

- ***Direct jobs*** are those that would not exist if the activity at the Port's marine cargo and cruise facilities were to cease. Direct jobs created by maritime cargo and cruise activity at the Port's terminals are those jobs with the firms directly providing cargo and cruise handling and vessel services, including trucking companies, terminal operators and stevedores, members of the International Longshoremen's Association (ILA), freight forwarders and customs house brokers, warehouse operators, vessel agents, pilots and tug assist companies.

- **Induced jobs** are jobs created in the Galveston/Houston area by the purchases of goods and services by those individuals directly employed by each of the Port's lines of business. These jobs are based on the local purchase patterns of Galveston/Houston area residents. The induced jobs are jobs with grocery stores, restaurants, health care providers, retail stores, local housing/construction industry, and transportation services, as well as with wholesalers providing the goods to the retailers.

- **Indirect jobs** are created throughout the Galveston/Houston area as the result of purchases for goods and services by the firms directly impacted by Port of Galveston activity, including the tenants, terminal operators and the firms providing services to cargo and cruise – which includes reefer containerized cargo, petroleum, general cargo, RO/RO, project cargo and dry bulks and cruise passenger operations. The indirect jobs are measured based on actual local purchase patterns of the directly dependent firms and occur with such industries as utilities, office supplies, contract service providers, maintenance and repair, and construction.

- **Personal income impact** consists of wages and salaries received by those directly employed by Port activity and includes a re-spending impact that measures the personal consumption activity in the Fort Lauderdale area of those directly employed as the result of Port of Galveston cargo and cruise activity. Indirect personal income measures the wages and salaries received by those indirectly employed.

- **Business revenue** consists of total business receipts by firms providing services in support of ocean cargo and cruise activity.

- **Local purchases for goods and services** made by the directly impacted firms are also measured. These local purchases by the dependent firms create indirect impacts.

- **State and local taxes** include taxes paid by individuals as well as firms dependent upon Port of Galveston cargo and cruise activity.

Impact Summary of Cargo Scenarios

Master Plan Phase 1 & 2 West Port cargo scenarios will result in additional acreage from filling in slips and realignment of gate operations. However, the current WWL business will need to be relocated to West Port. The balance leaves approximately 15 new acres of cargo yard available for marketing to new customers. West Port Phase 3 will add 58.5 acres of yard area available for additional auto/RORO/project cargo. The estimated economic impact of annual cargo activity associated with these additional areas is presented in Table 13.

The annual activity of Phase 1 and 2 generates 239 jobs, of which: 81 direct jobs, 112 induced jobs that are supported as the result of the purchases of the 81 direct jobs holders, while another 45 indirect jobs are supported in local industries that supply services and goods while vessels are in Port.

Table 13: Economic Impact of Additional Cargo Activity at West Port

CATEGORY	Phase 1 + 2 15 acres	Phase 3 58.5 acres
JOBS		
DIRECT	81	261
INDUCED	112	364
INDIRECT	45	147
TOTAL JOBS	**239**	**772**
PERSONAL INCOME (1,000)		
DIRECT	$4,989	$16,189
INDUCED	$13,527	$43,896
INDIRECT	$2,218	$7,164
TOTAL PERSONAL INCOME	**$20,733**	**$67,249**
BUSINESS SERVICES REVENUE (1,000)	**$9,340**	**$31,134**
LOCAL PURCHASES (1,000)	**$3,967**	**$12,815**
STATE & LOCAL TAXES (1,000)	**$1,555**	**$5,044**

Totals may be rounded

It is estimated that the 81 direct job holders receive $5 million of direct wages and salaries. As the result of the purchases made locally with this income (which supports the 112 induced jobs in the state), an additional $13.5 million of local income and consumption expenditures are created. The 45 indirectly employed workers are paid approximately $2.2 million, resulting in a total income/consumption impact of $20.7 million.

Local businesses receive $9.3 million of sales revenue from providing services to cargo activity. Finally, as a result of this cargo activity, a total of $1.6 million of direct induced and indirect state and local tax revenue is estimated to be generated annually throughout the State.

In terms of Phase 3 improvements, 772 total jobs are created. These jobs generate $67.2 million of income/consumption and $31.3 million of revenue. Additionally, $5 million of taxes are generated per annum.

Impact Summary of Cruise Scenarios

Master Plan Phase 1 and 3A East Port cruise scenarios will result in the construction of two new cruise terminals. Based on the cruise market analysis, it is anticipated that the two terminals will offer year-round sailings on a 7-day and 5/5/4-day rotation. It is anticipated that the vessel will accommodate 6,000 passengers per call. Based on these metrics, the weekly 7-day rotation will generate 624,000 passengers, while the 5/5/4-day will call 78 times per year, resulting in 936,000 annual passengers. In Table 14, the 7-day is shown as CT3 (phase 1). However, these may be changed as the facilities are planned and developed. The estimated economic impact of annual cruise activity associated with these two terminals and associated itineraries is shown in the same Table.

Table 14: Economic Impact of Additional Cruise Activity at East Port

CATEGORY	New CT3 52 sailings, 624k pax	New CT4 78 sailings 936k pax
JOBS		
DIRECT	597	873
INDUCED	329	478
INDIRECT	395	592
TOTAL JOBS	**1,320**	**1,942**
PERSONAL INCOME (1,000)		
DIRECT	$18,120	$26,155
INDUCED	$29,681	$42,830
INDIRECT	$12,893	$19,340
TOTAL PERSONAL INCOME	**$60,693**	**$88,324**
BUSINESS SERVICES REVENUE (1,000)	**$143,330**	**$214,996**
STATE & LOCAL TAXES (1,000)	**$5,586**	**$8,129**

Totals may be rounded

The annual activity of Phase 1 CT3 generates 1,320 jobs, of which: 597 direct jobs, 329 induced jobs that are supported as the result of the purchases of the 597 direct jobs holders, while another 395 indirect jobs are supported in local industries that supply services and goods while vessels are in Port.

It is estimated that the 597 direct job holders receive $18.1 million of direct wages and salaries. As the result of the purchases made locally with this income (which supports the 329 induced jobs in

the state), an additional $29.7 million of local income and consumption expenditures are created. The 395 indirectly employed workers are paid approximately $12.9 million, resulting in a total income/consumption impact of $60.7 million.

Local businesses receive $143.3 million of sales revenue from providing services to cargo activity. Finally, as a result of this cruise activity, a total of $5.6 million of direct induced and indirect state and local tax revenue is estimated to be generated annually throughout the State.

In terms of Phase 3 improvements, 1,942 total jobs are created. These jobs generate $88.3 million of income/consumption and $215 million in revenue. Additionally, $8.1million of taxes are generated per annum.

Also, CT4 is slated to be constructed at the current Del Monte terminal, and if constructed, the current would be displaced. If another facility at the Port is not found suitable, the Port risks losing Del Monte as a tenant. The economic impact of the loss of the perishable container and breakbulk market are presented in Table 15.

Table 15: Economic Impact Summary of Loss of Fruit Business

CATEGORY	Loss of DelMonte
JOBS	
DIRECT	(438)
INDUCED	(604)
INDIRECT	(246)
TOTAL JOBS	**(1,288)**
PERSONAL INCOME (1,000)	
DIRECT	($26,801)
INDUCED	($72,672)
INDIRECT	($12,009)
TOTAL PERSONAL INCOME	**($111,483)**
BUSINESS SERVICES REVENUE (1,000)	**($42,881)**
LOCAL PURCHASES (1,000)	**($21,483)**
STATE & LOCAL TAXES (1,000)	**($8,361)**

As shown, a loss of 1,288 jobs, $111.5 million of personal income/consumption, $42.9 of revenue, and $8.4 million of taxes would be at risk.

Impact Summary of Pelican Island Scenario

A potential Phase 1 scenario of development of Pelican Island calls for the construction of an auto processing facility. The results of cargo market analysis illustrate the potential of an account that would bring approximately 150,000-180,000 OE units to the Port via rail for processing and distribution. Table 16 details the impacts of 180,000 auto units.

Table 16: Development of Pelican Island

CATEGORY	Pelican Is 180k units
JOBS	
DIRECT	407
INDUCED	567
INDIRECT	228
TOTAL JOBS	**1,203**
PERSONAL INCOME (1,000)	
DIRECT	$25,239
INDUCED	$68,434
INDIRECT	$11,160
TOTAL PERSONAL INCOME	**$104,833**
BUSINESS SERVICES REVENUE (1,000)	**$152,705**
LOCAL PURCHASES (1,000)	**$19,965**
STATE & LOCAL TAXES (1,000)	**$7,863**

The terminal and processing facility would generate a total of 1,203 jobs (407 direct), $104.8 million in personal income and consumption, $152.7 million in revenue to local businesses, and finally $7.9 million of state and local taxes annually.

Project Resource Impacts

As part of the planning process, Atkins Engineering identified potential resource impacts, opportunities, and issues associated with the completion of specific proposed projects, including costs and other relevant aspects of project planning and execution. The focus of this assignment was on the major cargo and cruise related master plan projects.

Atkins has provided a breakdown of potential resource concerns based on the proposed project location and anticipated project start date; this breakdown is shown in the attached Appendices tables (A-C), each with associated response actions and costs. Concerns are further broken down into specific categories based on subject matter (e.g., Ecology/ Permitting, Environmental, Antiquities, Historical).

To populate the table, each project was assessed for the potential to cause specific effects, such as ground or water disturbance. The effects at specific locations were evaluated in conjunction with findings from the environmental assessment performed within the plan, and appropriate responses and estimated costs for completion of the proposed response were determined.

The proposed Port projects were evaluated for their potential to impact the general ecological concerns previously identified in Task 1 within the Port boundaries. The primary identified impact was to waters of the U.S. (WOUS), including wetlands, triggering the need for U.S. Army Corps of Engineers (USACE) regulatory permitting and compliance per 2019 definitions, regulations, and guidance. The regulatory permitting identified may include Nationwide Permits (NWPs), Letters of Permission (LOPs), and/or Individual Permits (IPs). WOUS pedestrian survey(s) may be required prior to permitting. Mitigation also may be required, contingent on temporary and permanent impacts to special aquatic sites and

navigable waterways. Any existing permits likely will need to be amended with new proposed project activities and/or reauthorized due to expiration.

Many aspects of the proposed in-water improvements currently are authorized under Permit SWG-2001-00162 through 31 December 2020. To maintain compliance, this permit will need to be extended for any authorized work to be completed after the expiration date. Activities proposed that are not currently authorized need to be added to the permit as an amendment or authorized under a new permit. Permits expire every five years from the issue date, including new amendments, and will need to be extended if authorized activities are incomplete. Estimated costs for both amendment and extension are presented in the attached tables where applicable. If a permit is currently authorized and the proposed activity is already permitted, there is no need for permit amendment or extension.

Based on the proposed project information provided and the best available desktop information, recommended actions, and estimated costs for the proposed Port projects are provided in the Attachments. The proposed activity type, location, and size (acres); desktop WOUS presence, mitigation needs, and USACE permitting/coordination; and existing regulatory permits are the main parameters determining predicted costs.
Costs associated with threatened and endangered species are unlikely due to current 2019 land use in the proposed project areas and assuming proper Best Management Practices (BMPs) are used at all times during all construction activities.

Atkins conducted a desktop analysis of environmental resources using the best available documentation at the time of reporting (2019) in the Task 1 memo (See Appendix). Throughout the proposed project locations, spills were reported over the course of several decades, and documentation of remediation associated with the spills was found to be both incomplete and/or unclear. As such, soil sampling for hazardous materials should be considered at each project location before any ground-disturbing activities.

Each proposed project type (e.g., parking garage installation or drainage improvements) was evaluated for the potential to disturb both ground and water resources with respect to proximity to the environmental concerns (RECS) previously identified in Task 1. In cases where there is overlap between potential ground disturbance and previously identified REC locations, investigation through sampling is recommended. Both the recommended investigation type (e.g., groundwater or soil sampling), sample constituents (e.g., metals and/or volatile organic compounds [VOCs]), and associated costs are included in the attached tables. Costs of and the necessity for remediation are not included and should be determined in future planning processes.

Projects requiring federal funding, permitting, and/or assistance, and that are the type of projects to have the potential to affect cultural resources, should comply with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, in accordance with 36 Code of Federal Regulations (CFR) 800. At a minimum, notification of the project to the appropriate federal agency of the undertaking is required. Additionally, projects undertaken by a political subdivision of the state that requires ground-disturbing activities on public land or land controlled by a political subdivision, as well as work affecting state-owned historic buildings, should comply with the Antiquities Code of Texas (ACT) of 1969, as amended. At a minimum, notification of the Texas Historic Commission (THC) about the project is required.

Atkins conducted a cursory records and literature review of the site within each of the areas within the Port. The review resulted in the identification of 15 previously recorded cultural resources that require attention during future project planning. These cultural resources consist of 11 shipwrecks (8 of which are designated as State Antiquities Landmarks); 1 archaeological site (unknown/undetermined eligibility); 5 Official Texas Historical Markers; 1 National Register of Historic Places-listed district which is also designated as an NHL and a City of Galveston Local Historic District; and 1 ship designated as an NHL and listed in the NRHP (Attachments A-C). These locations have been identified previously and should be avoided during construction activities within the Port areas.

Should impacts be anticipated, additional cultural resources investigations may be warranted and could lead to additional project costs and increase the project timeline. Additionally, each project may require cultural resources investigations to identify previously unrecorded cultural resources prior to commencing any work. While fieldwork may not be necessary for every proposed project, it is assumed that every proposed project will require, at minimum, notification/consultation with the THC and/or appropriate federal agency.

6. Financial and Implementation Plan

To evaluate these financial implications and requirements, a very detailed financial model of the Port's operations was created. This models all of the Port's financial income and expense lines, down to every lease agreement and expense line item. Also, the model was linked to different forecasts for Cruise and Cargo, which adjusted income and expenses depending on the projection forecast selected. The model is an interactive tool that allows scenarios to establish a sensitivity analysis of the outcomes. The results presented herein generate the most likely scenarios per these evaluations.

It is important to note that this financial model is a long-range planning tool. As the Port moves forward, each project needs to be reevaluated at the time it is going to be executed, or at the time the Port is entering into a financial transaction.

This financial model should not be used for specific financial transactions unless much more detailed evaluations are available at that time; it takes forward-looking factors into account, such as inflation, potential tariff increases, and / or potential new revenue sources based on capital improvements. It is important to note that inflation makes a large difference when one reviews all the numbers presented in this 30-year plan. This model shows the projected income generated by different business units, based on anticipated traffic volumes.

It is important to understand that this model was also built based on the historical financial performance of the Port. This section first provides an overview of the historical financials, next presents the results of these inputs based on the financial model, and finally shows the capital program and its schedule/impact on the Port's financial position.

Historical Financials

Gross Revenues

Figure 49 shows the historical growth since 2008. The record reflects a very impressive growth in the Port's revenues over the past decade. Since 2008, gross revenue compound annual growth rate has been 6.8%, increasing to 11.9% when looking at just the last five years. Gross revenues are driven primarily by cruise-related revenues, followed by cargo, parking, and then real-estate, as seen by Figure 50.

Figure 49: Historical Port Gross Revenues, by Port Breakdown

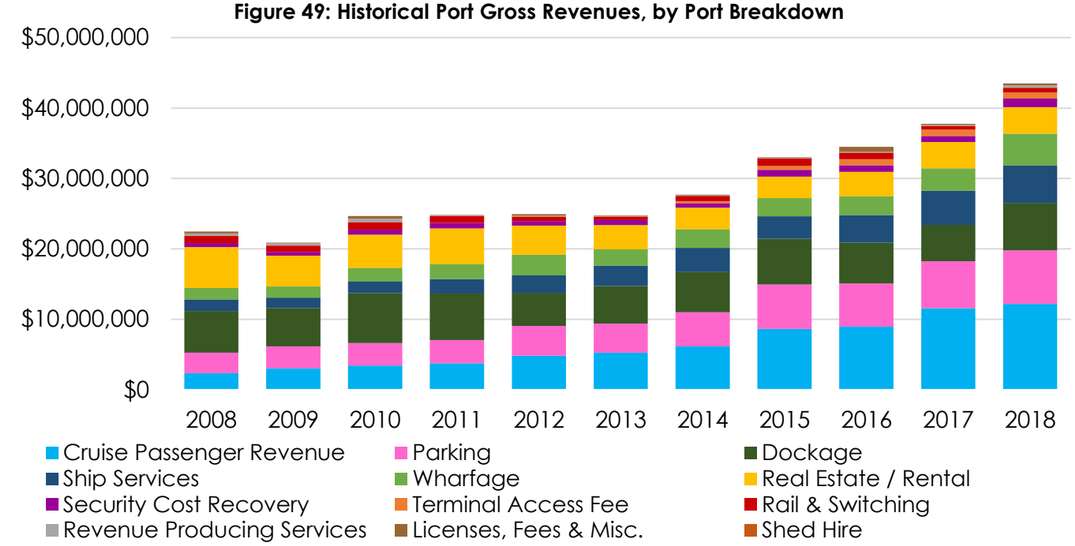
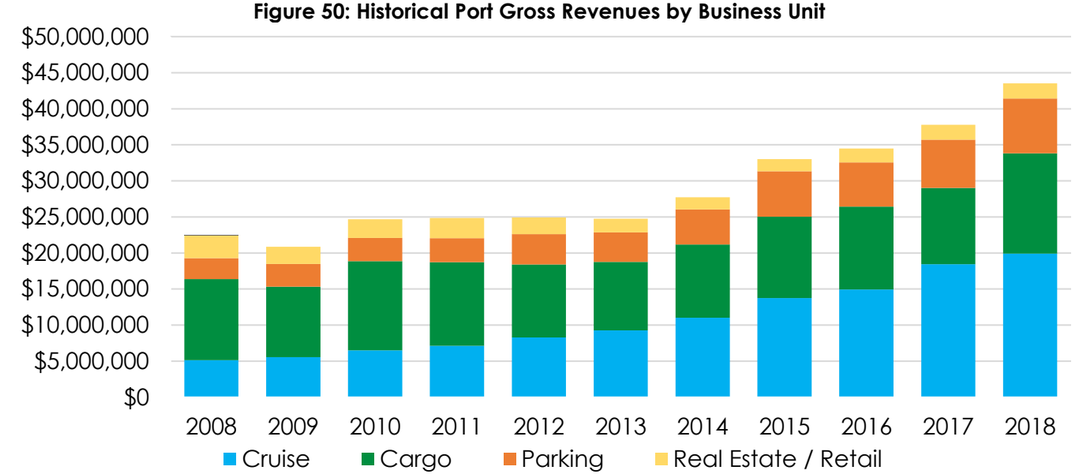


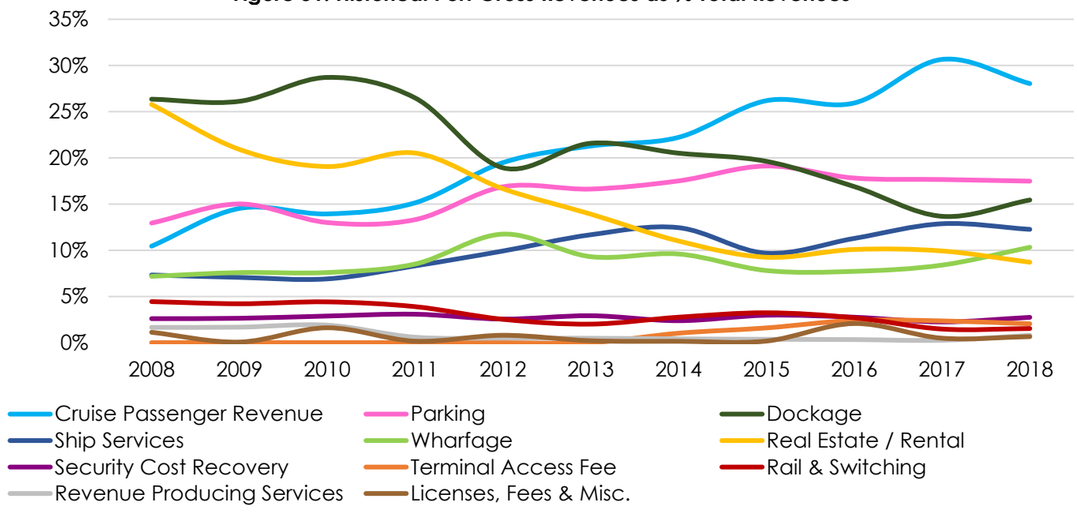
Figure 50: Historical Port Gross Revenues by Business Unit



Looking at Figure 51, it can be seen how the breakdown by revenue stream has changed, as a percentage of annual gross revenue. In most recent years, the Port's main revenues are as a result of the following major activities:

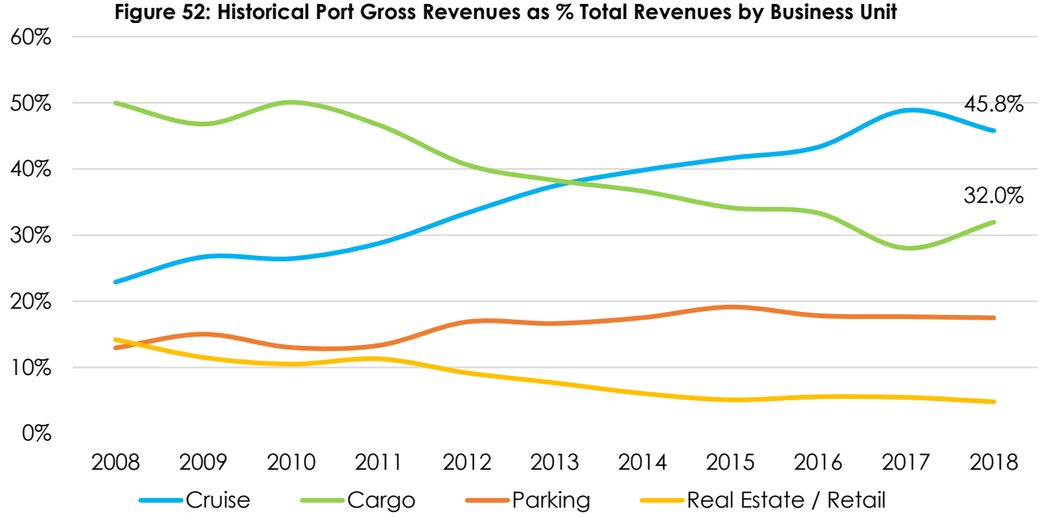
- **Cruise Passenger Revenue** – Cruise fee
- **Dockage** – Majority Cargo fee
- **Parking** – Majority Cruise fee
- **Ship Services** – Cruise fee

Figure 51: Historical Port Gross Revenues as % Total Revenues



Cruise (45.8%) and cargo (32.0%) revenues made up more than three-quarters of the Port's revenues in 2018 (Figure 52).

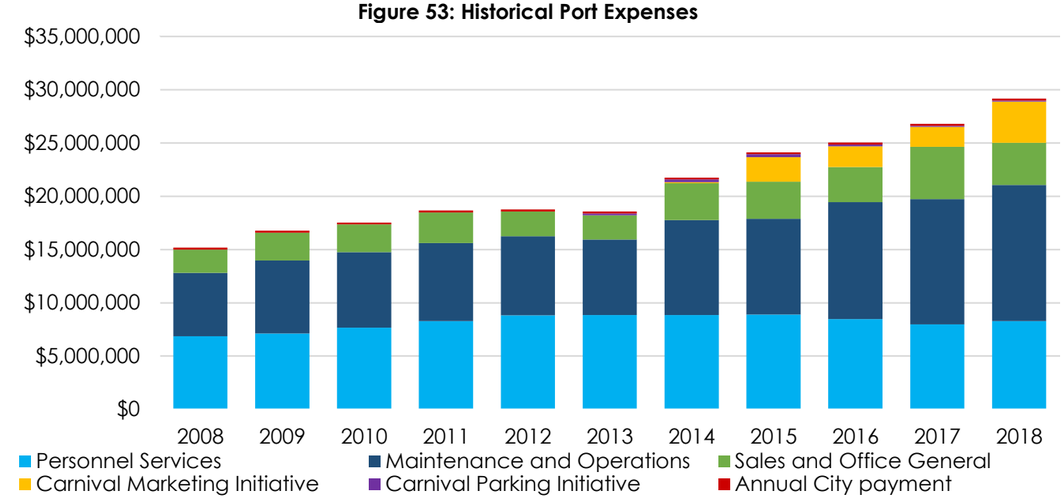
Figure 52: Historical Port Gross Revenues as % Total Revenues by Business Unit



Expenses

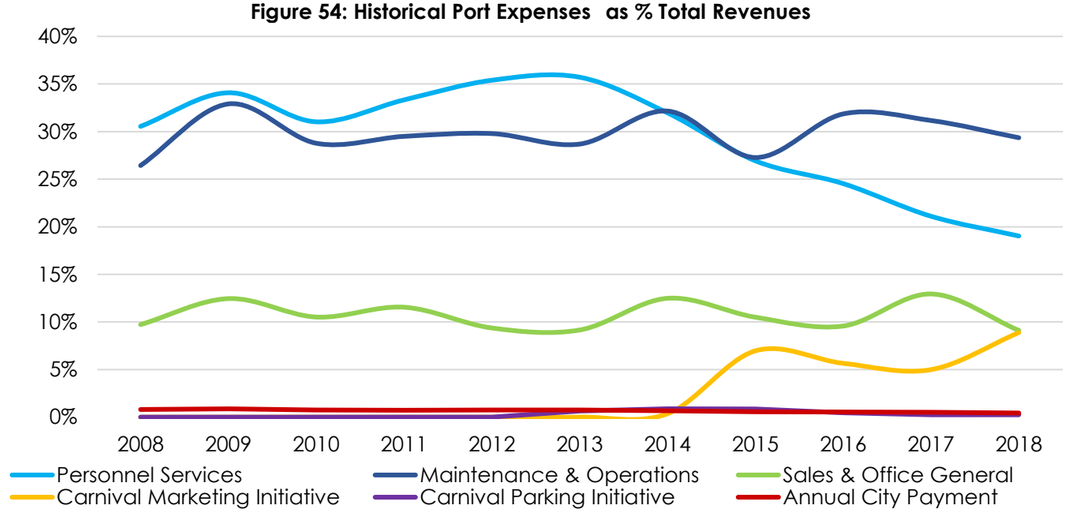
The Port's net revenues are generated after paying for all expenses. Figure 53 shows the overall expenses for the Port during the past decade.

Figure 53: Historical Port Expenses



The Port's expenses are categorized into four sections: Personnel services, Maintenance and operations, Sales and office (which includes the subcategories of Carnival's Marketing and Parking Initiatives), and the Annual City payment. These expenses have grown over the last decade, but at a slower rate than gross revenues. The Port's expenses' annual growth rate over the ten-year period was 6.7% and 8.1% during the last five-years. Figure 54 shows how these expenses have changed over the period as a percentage of total revenues. Personnel services has dropped, to be taken over by maintenance and operations fees. The Carnival Marketing and Parking initiatives are scheduled to end by 2025.

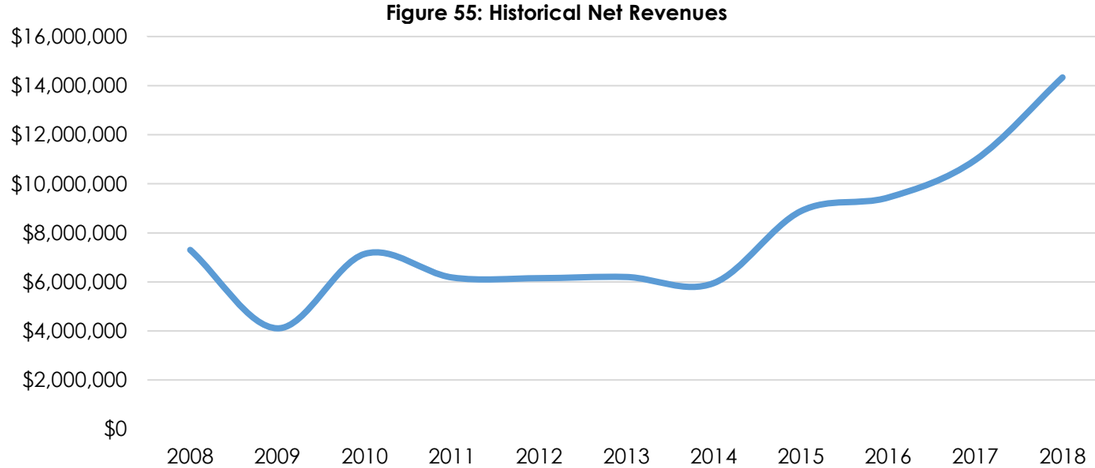
Figure 54: Historical Port Expenses as % Total Revenues



Net Revenues

The net revenues of the Port have fluctuated over the last ten years. Figure 55 shows the net revenues before depreciation, interest, or other payments below the operating line. It does not contain any non-operating income from interest gains, grants, or other sources.

Figure 55: Historical Net Revenues



Projected Financials

To create a sustainable financial program for the Port, several strategies should be considered that will achieve the following:

- Provide a diversified income stream,
- Look for revenues from non-tariff items to allow the Port to maintain competitiveness, and in particular, this Master Plan has created additional cruise, cargo, real estate, and industrial opportunities as assets,
- For revenue tariff items, the Port should consider annual escalation of such tariffs, and any increases in the present time to ensure competitive pricing compared to other Ports (i.e., parking rates, which have been included in the current model),
- Establish longer-term agreements with customers to reduce revenue fluctuations, and
- Control costs and look for other revenue sources from ancillary uses such as retail, advertising, etc.

An integrated financial model was created that can forecast the revenues and expenses of the Port. The model provides the forecast by business unit. The model is based on all the historical information and data received from the Port, from fiscal years 2008 through 2018.

Revenues are forecasted by establishing a link between the specific tariff or unit of charge and specific traffic forecasts for cruise and various cargo commodities (fruit, grain, fertilizer, liquid bulk, project cargo, ro-ro, and lay). Also, the model respects the agreements, leases, or other instruments in place that control certain costs or revenues. The model independently looks at commodity forecasts and tariff increases or changes to generate the results. The model provides the financial forecast of revenues as a collective total or by the individual business type.

Expense forecasts linked both annual escalation patterns as well as the historical patterns that link the activity of a particular expense item to the cost.

Lastly, the Master Plan's proposed Capital Improvement Plan was inputted, which interacts with the model and illustrates the financial results of the Port, as well as assessing the viability of individual capital projects. The actual electronic version of the model has been separately provided to the Port for its use. The model will allow the Port to enter a variety of variables described below to determine the results.

This model was provided as an analytical tool for planning. The results of the model may not be used for any other purpose without the express written consent of B&A. The model and its results may not be used to raise capital or debt. Any use of the model by others is done without any liability or responsibility of B&A.

Future Gross Revenues

Projections have been done for the future traffic based on the cargo and cruise forecasts, as well as the introduction of the strategies mentioned above. Because the model can generate a myriad of outcomes based on the scenarios and inputs selected, a base scenario has been chosen to streamline

the projected financials. Figure 56 provides a brief overview of the different scenario options, while Figure 57 shows how those scenarios can impact results (by highlighted projected gross revenue forecasts for the Port, under each scenario). Scenario 1, as seen Figure 56, will be used for the remaining part of this analysis.

Figure 56: Financial Model Projection Scenarios

	SCENARIO 1	SCENARIO 2	SCENARIO 3	SCENARIO 4	OPTIONS
Tariff Escalation	ON	OFF	ON	ON	ON OFF
Cruise Forecast	MOST LIKELY	MOST LIKELY	HIGH	LOW	LOW HIGH MOST LIKELY
Cargo Auto Forecast	HIGH	HIGH	HIGH	LOW	LOW HIGH
Cargo Grain Forecast	HIGH	HIGH	HIGH	LOW	LOW HIGH
Cargo Fertilizer Forecast	HIGH	HIGH	HIGH	LOW	LOW HIGH
Cargo Liquid Bulk Forecast	LOW	LOW	HIGH	LOW	LOW HIGH
Cargo Fruit Forecast	LOW	LOW	HIGH	LOW	LOW HIGH
Project Cargo Forecast	LOW	LOW	HIGH	LOW	LOW HIGH

Figure 57: Gross Revenue Projections

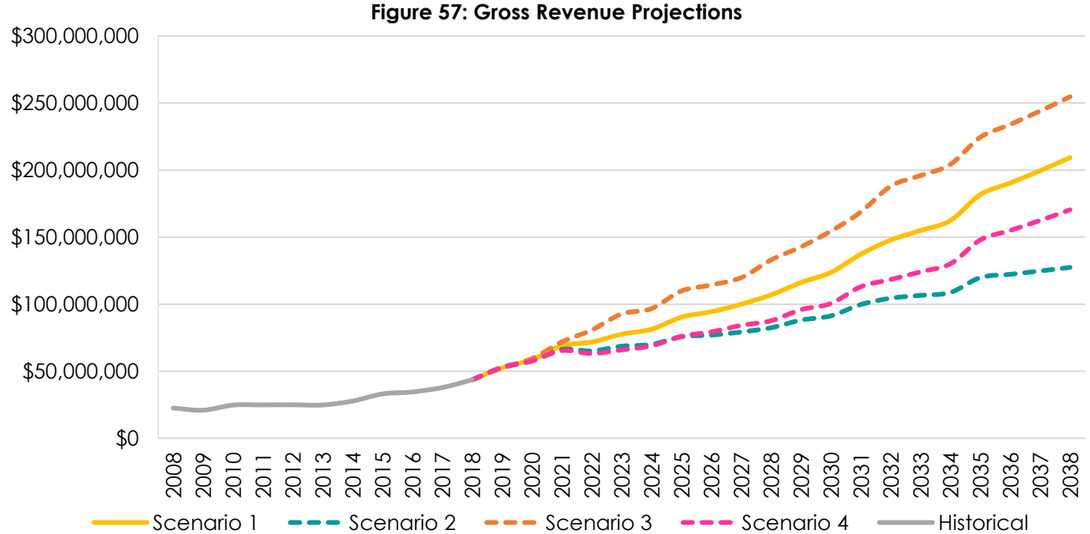
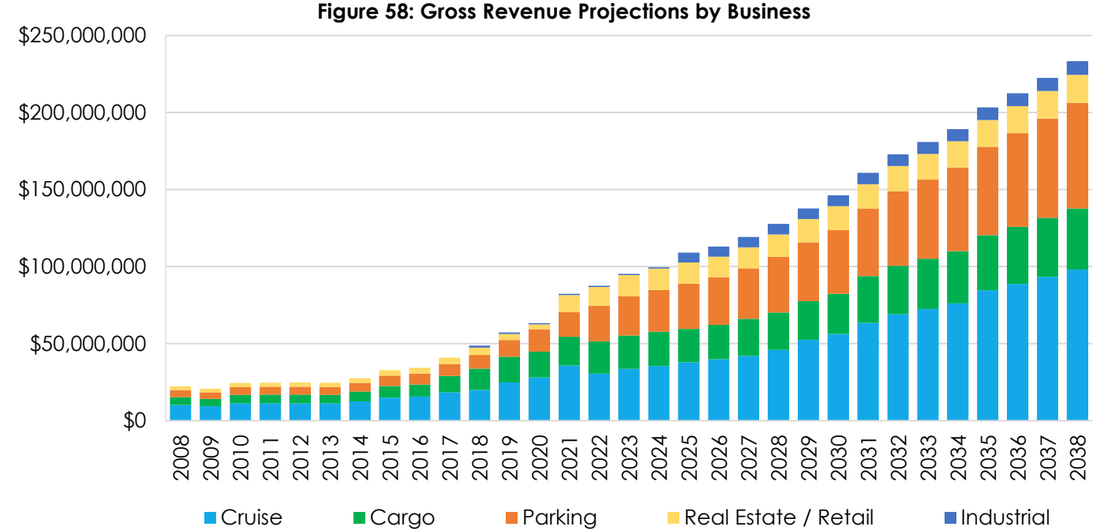


Figure 58 shows the projected gross revenue forecasts for the Port, under Scenario 1, broken down by the major business units of the port: cruise, cargo, parking, commercial, and industrial. Cargo and cruise are the predominant units. However, it is important to note that, over time, the Port's revenue stream is starting to diversify. For example, the master plan shows that parking and industrial begin to contribute additional revenues. This is dependent on the cruise projections and increased parking tariffs, as well as the development of Pelican Island and land lease opportunities.

Figure 58: Gross Revenue Projections by Business



The forecasts grow due to a built-in 3% escalator for non-contract revenues and tariffs. Contract revenues are escalated by the terms of the contracts (and beyond in some instances, per Port guidance). Additionally, new revenue opportunities as a result of the capital program have also been incorporated into these figures.

Projected Net Revenues

Based on the above review, projections have been made for the Port's net revenues. Expenses have been initially projected based on the historic, three-year average of each expense item's percentage of total revenues. Beginning in 2021, expenses are forecasted based on the 10-year CAGR for each category, plus an input for cost escalation. The graphs below use a 3% cost escalation. The five-year CAGR for each expense category are as follows:

- Personnel services: 1.9%
- Maintenance and operations: 7.9%
- Sales and office: 6.1%

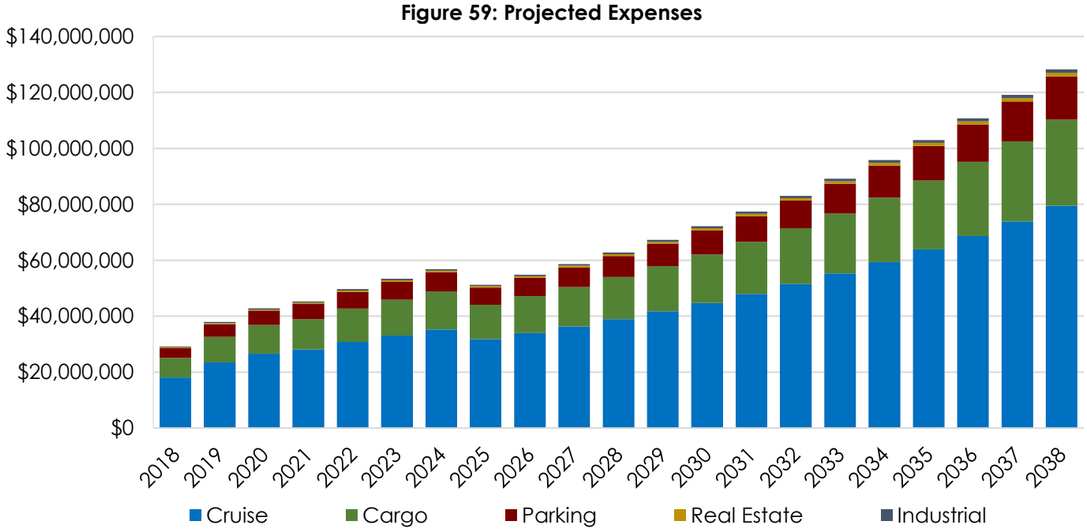
- Annual City Payment: 0.1%

Furthermore, the expenses have been allocated to each business unit using the following general guidelines (based on historical data provided by the Port):

- Each business unit carries its direct costs;
- The general overhead of the Port is divided between the units as a proportion of their gross revenues. This division is based on the Port's feedback on the historical division of expenses by business unit, as highlighted below:
    - Cruise Revenues: 62.0%
    - Cargo / Other Revenues: 24.0%
    - Parking Revenues: 12.0%
    - Real Estate Revenues: 1.0%
    - Industrial: 1.0%

The expense projections are shown in Figure 59.

Figure 59: Projected Expenses

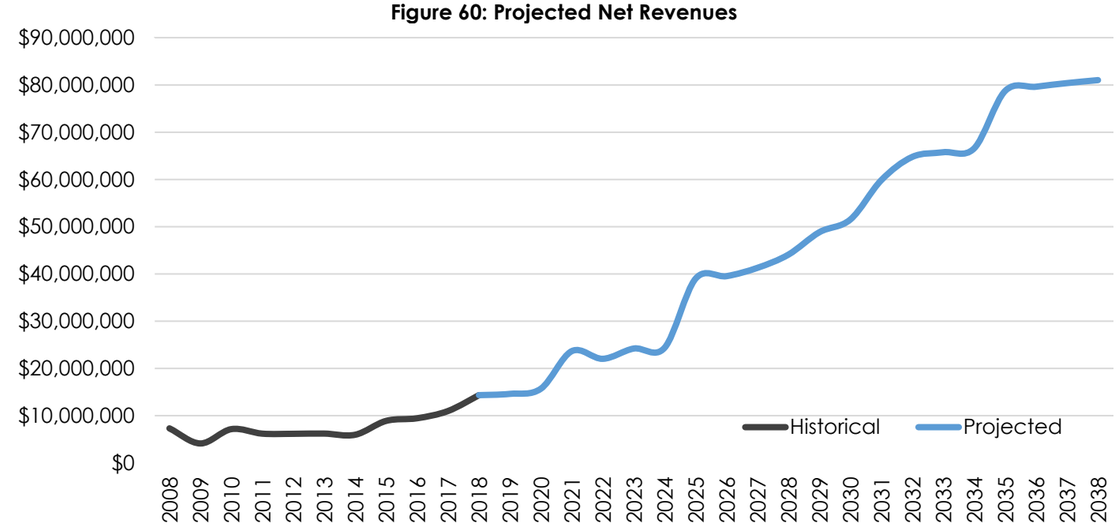


The results shown above reflect the low levels of costs associated with leasing real estate / industrial, and the higher costs of cruise operations. The dip in 2025 can be attributed to the Carnival Marketing and Parking initiatives, which will no longer be paid out from 2025 onwards.

The projected net revenues for the Port have been calculated and are shown in Figure 60. The numbers shown are operating net revenues before depreciation, interest expenses, debt service, and/or non-operating income. The net revenues of the Port will grow over time from $14.3 million in 2018 to over $81 million in 2038. Based on this scenario, these figures are dependent upon the Port meeting the following:

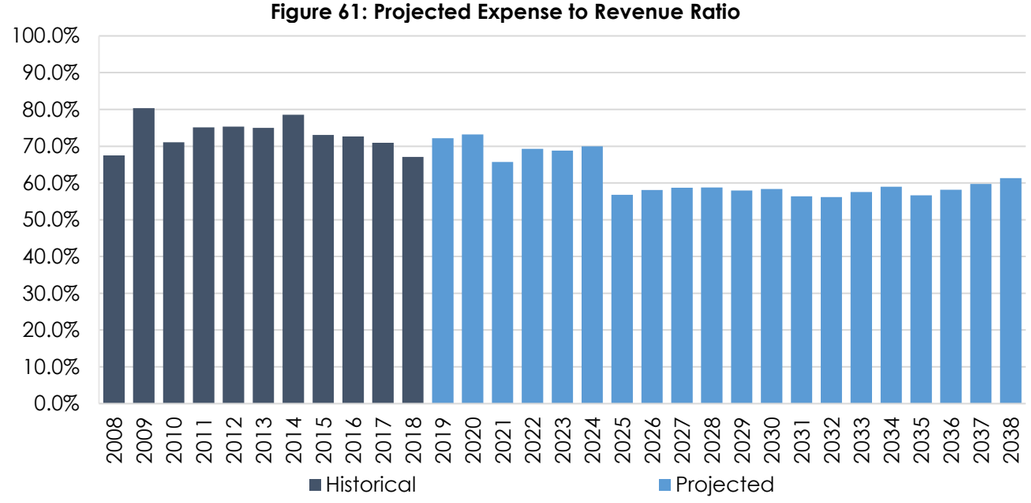
- Market projections of Scenario 1
- Incorporate general, annual tariff escalation
- Increase parking rates and add annual escalation to parking rates
- Addition on new revenues (primarily through land leases) in conjunction with the CIP

Figure 60: Projected Net Revenues



An excellent way to establish the efficiency of the Port operations is to look at the expense-to-revenue ratio. Historically, the Port has seen a ratio between 67% and 80%, with the three-year average falling in the 70.2% range. In the past five years, the port has seen this ratio declining at a -2.2% CAGR. By looking at Port operations over time, the initial forecasts are based on it being able to maintain this ratio going forward. While discussions with the Port and the future capital plan presented no significant expense increases, thus eventually reducing this ratio even further, over the projection period. This ratio is shown in Figure 61.

Figure 61: Projected Expense to Revenue Ratio



Capital Program and Schedule

To test the viability of executing the entire Master Plan, the capital program was developed to execute all of the projects shown in this Vision. These projects will allow the Port to serve its needs. The overall capital plan is shown in Figure 62 (by business unit) and Figure 63 (by project type). All costs are in 2019 dollars. The "Other" categories include maintenance/upkeep projects, such as roadways and the Port's annual expenses for R&R, as discussed in the previous section.

Figure 62: Capital Plan, 2020 – 2038, by Business

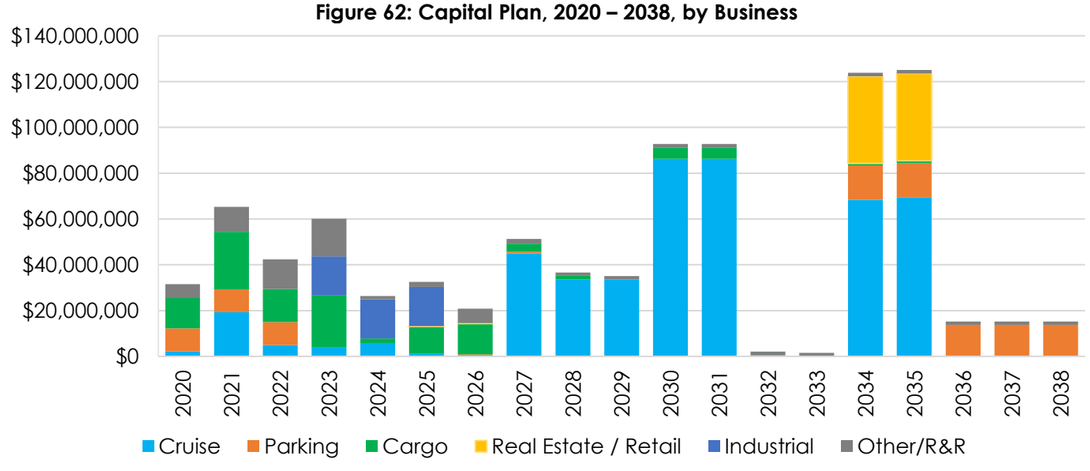


Figure 63: Capital Plan, 2020 – 2038, by Project Type

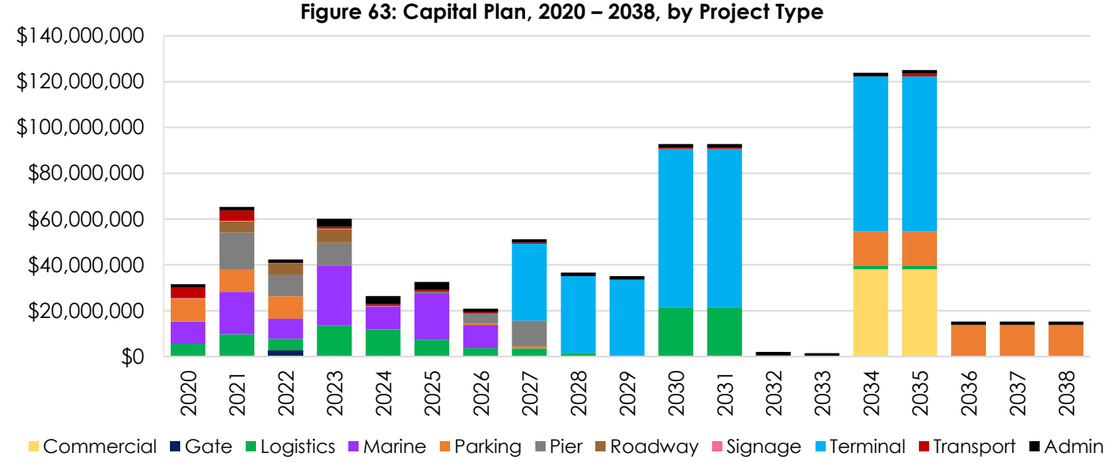


Figure 63 shows a few interesting trends:

- There is an initial period during which capital is needed to support mostly cargo, due to the reorganization of existing cargo operations to increase efficiencies; as a secondary focus in the early years of the master plan, roadway/drainage projects also take priority.
- Over the next 10 years, there is a very modest investment in industrial projects focused on Pelican Island to create additional usable land for the Port
- Between 2029 and 2034, there are several important investments in cruise to reflect the anticipated growth forecasts and cruise line needs. The parking investments are primarily tied to the cruise business, as well, and feature prominently in increased port revenue streams.
- Initial monies will go towards marine and logistic improvements. The next most noticeable expenditure will be focused on cruise projects - terminals, parking, ground transportation, etc.

The capital program is divided into three periods: The immediate one from 2020 to 2025; the second cycle begins in 2025 through 2030; and the final cycle from 2030 through 2040. The master plan carries a total cumulative price tag of $885.9 million over the 20-year period. Once proposed funding is considered, the Port's expected responsibility of this cumulative price tag is $411.2 million over the same period. These numbers do not include an annual escalation (though the financial model does allow this to be incorporated).

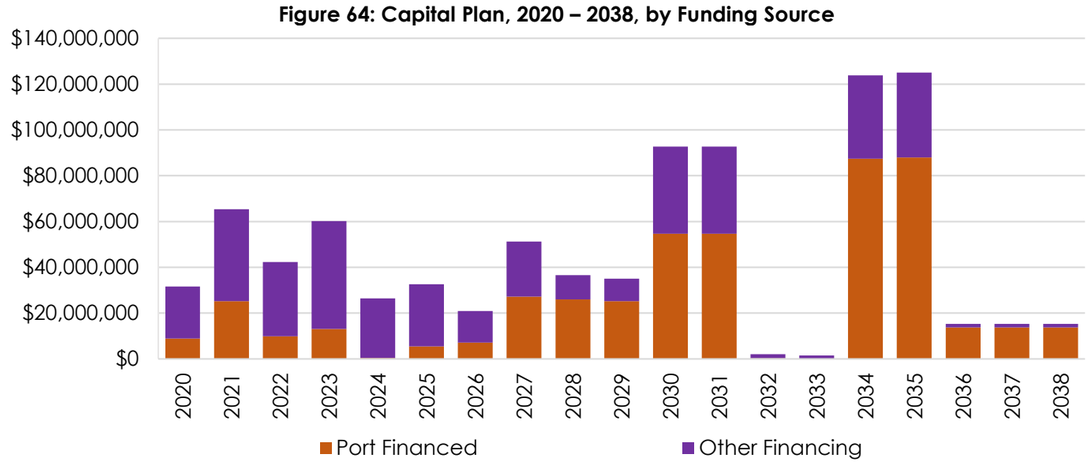
The capital program can be executed as the demand materializes, and not before. However, this plan allows the Port with the time it needs to sufficiently prepare to execute the plan in time to meet that demand. For example, if the forecasted cruise traffic in a specific terminal is insufficient, an investment

cannot be made at that time. Likewise, if the demand materializes earlier, the Port is in a position to execute plans as needed.

Financing

The plan examines the viability of the Port being able to finance its capital program. Variations can occur in this program, as financing decisions are occasionally made when the financing is needed. Figure 64 further breaks the capital plan out by the proposed B&A funding source (i.e. Port Financed vs. Other Financing Options such as a PPP).

Figure 64: Capital Plan, 2020 – 2038, by Funding Source



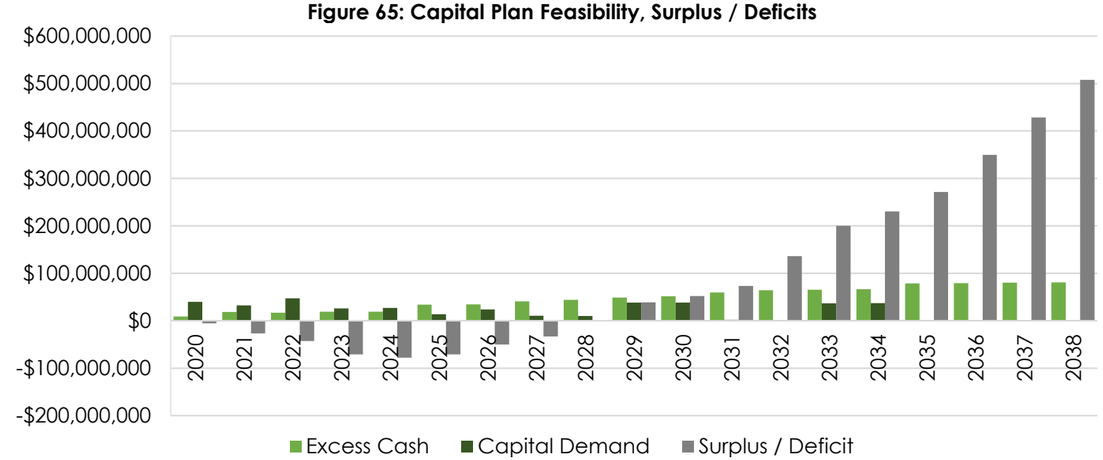
The Table below reflects the balance at the Port and the need to have a business plan where each business unit contributes to the bottom line. Some years, the income from the whole will be needed for one particular use. In other years the trend will be reversed. The total expenditures for each business unit for the capital program are shown in Table 17 below.

Table 17: Capital Expenditures by Business Unit

Business Unit	Port Costs	Other Funding	Total Costs
Cruise	$168,573,405	$291,713,625	$460,287,030
Parking	$61,730,012	$41,250,000	$102,980,012
Cargo	$63,488,250	$56,516,736	$120,004,985
Real Estate / Retail	$4,122,188	$72,237,813	$76,360,000
Industrial	$51,200,000	$0	$51,200,000
Other	$62,064,137	$12,964,137	$75,028,274
TOTAL	**$411,177,991**	**$474,682,310**	**$885,860,301**

Again, using the inputs outlined in scenario 1, the resulting funding surpluses or shortfalls are shown in Figure 65, based on the $411.2 Port-required capital projects. The next ten years call for a reconsideration of programs, finding additional funding options, conservation of capital, and potential for deferring certain programs to balance these resources. This is only to be used as a reference, as the model will produce varying outputs based on the scenarios and inputs selected by the user.

Figure 65: Capital Plan Feasibility, Surplus / Deficits

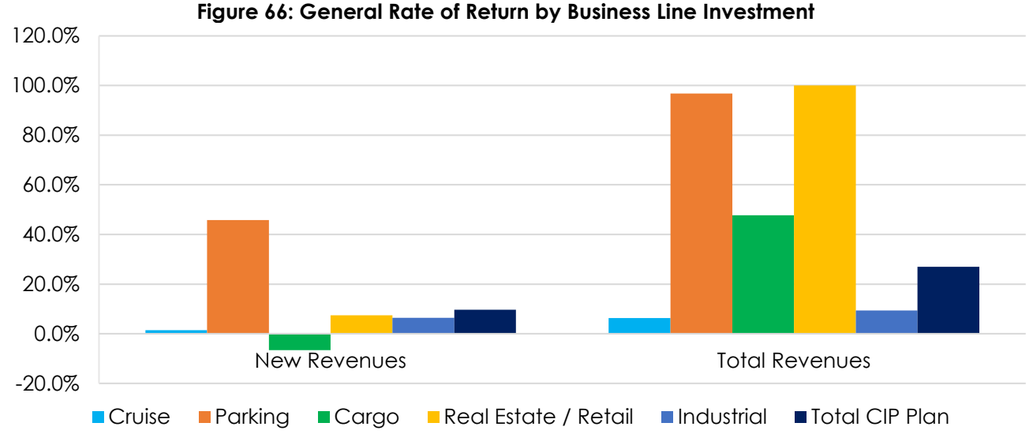


Additional sources of funding, such as grants, have not yet been accounted for within the financial model, but something that can and should be considered, as historically, the Port has been able to get several grants or contributions from partners to support its capital needs.

Feasibility

The financial model allowed the analysis of each of the port's business lines to determine their feasibility by taking into account not only the capital program but also their total net revenues, as well as each business' future incremental revenues. The "Other" projects such as roadways and R&R are being paid for by excess revenues generated by the Port. When the yields are compared with the investments, the individual IRR of each business varies dramatically. Figure 66 shows these variances, again based on Scenario 1.

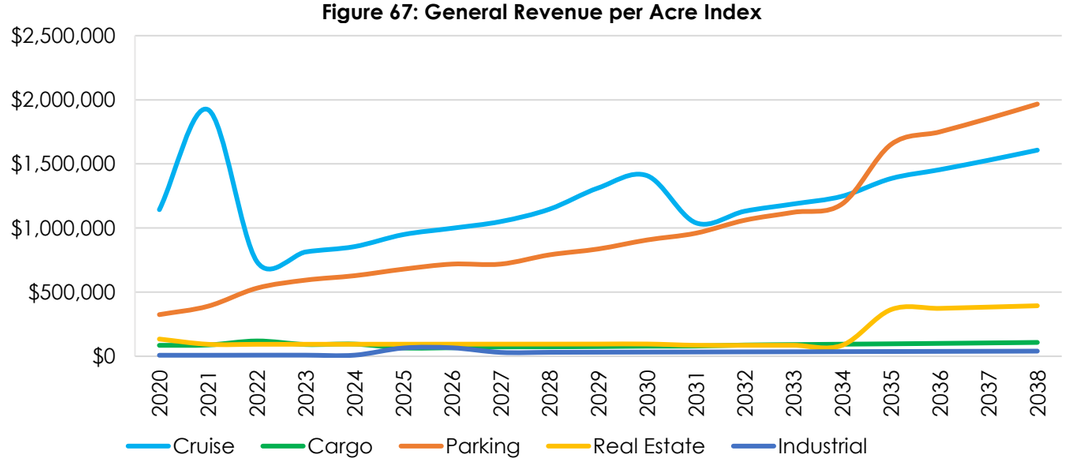
Figure 66: General Rate of Return by Business Line Investment



The analysis shows that the most profitable business venture is the parking facilities (tied to the cruise business), and the least profitable (when looking at IRR based on new, incremental revenues) is cargo. It also shows that once additional commercial parcels become available for rent, they can be a strong source of income, as well. The cruise IRR, in this particular scenario run, is dependent upon the Port putting in place lease agreements with cruise lines for each new terminal developed. These options can be turned on and off within the model to see how it would impact the IRR.

A second test used to establish the feasibility of each use involved a revenue analysis per acre. Figure 67 shows that the most profitable operations of the Port per acre are the cruise and parking facilities. The least revenue per acre is cargo and industrial; this indicates that it is significantly better for the Port when a piece of property can be used for maritime activities that both adhere to its mission and are financially lucrative.

Figure 67: General Revenue per Acre Index



Decisions on Future Investments

The decision to invest in the Port will also be driven by the economic impact that such uses will have on the community. Over the years, the Port has prided itself on the jobs it has created and the economic impacts it has produced. The primary goal of the master plan is not only to prepare the Port for the future needs of its users but also to its community. These benefits that were discussed in the previous section should be taken into account, in addition to this financial breakdown.

Funding Opportunities

Many agencies provide grants, cooperative agreements, and cost-shares to aid ports and near-port communities. Some funding opportunities are listed below; however, this is not an all-inclusive list as there may be other federal, state, regional, or local funding opportunities that are not listed. These opportunities have various purposes, but all can be used to assist with funding for port facility enhancements.

Federal

The Department of Transportation (DOT) - Port Infrastructure Development Program (PIDP)

Grants through this program are distributed by the Maritime Administration (MARAD), for projects that will improve port facilities at coastal seaports. The funding is broken down into two categories: 1. $200 million to be made available for infrastructure improvements at all coastal seaports; and 2. An additional $92.73 million allocated to fund improvements at the 15 coastal seaports that handled the greatest number of loaded foreign and domestic twenty-foot equivalent units (TEUs) in 2016, as identified by the U.S. Army Corps of Engineers. All projects should improve the safety, efficiency, or reliability of the movement of goods into, out of, around, or within a port, as well as the unloading and loading of cargo at a port. 2019 is the first time the program had been funded since its creation in 2010.

This grant is attractive as it is targeted at port infrastructure. Ports are eligible to apply for USDOT "BUILD" and "INFRA" grants (explained below) but often find themselves competing with other important airports, highway, or mass transit priorities in their communities. For this reason, this dedicated port infrastructure grant program is an attractive Federal grant option.

The Department of Transportation (DOT) – Short Sea Transportation Program

The Short Sea Transportation Program, commonly referred to as the America's Marine Highway Program (AMHP), makes grants available to previously designated Marine Highway Projects that support the development and expansion of documented vessels, or port and landside infrastructure.

The Department of Transportation (DOT) – Better Utilizing Investments to Leverage Development (BUILD)

BUILD Transportation grants are for investments in surface transportation infrastructure that support roads, bridges, transit, rail, ports, or intermodal transportation. The BUILD program's selection criteria gives special consideration to projects that emphasize improved access to reliable, safe, and affordable transportation for communities in rural areas. This includes projects that improve infrastructure conditions, address public health and safety, promote regional connectivity, facilitate economic growth or competitiveness, deploy broadband as part of an eligible transportation project, or promote energy

independence. BUILD Transportation grants were first introduced in 2018, which provides a funding opportunity for projects that are difficult to fund or do not qualify through traditional funding programs due to their complexity, size, or cost.

The Department of Transportation (DOT) - Infrastructure For Rebuilding America (INFRA)

The INFRA Grants program provides dedicated, discretionary funding for projects that address critical issues facing the nation's highways and bridges. INFRA grants focus on fixing crumbling infrastructure. Grants will be provided to port projects such as freight intermodal or freight rail projects; or a project within the boundaries of a public or private freight rail, water (including ports), or intermodal facility and that is a surface transportation infrastructure project necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility, provided that the project will make a significant improvement to freight movements on the National Highway Freight Network.

The Department of Transportation (DOT) - TIGER Discretionary Grant program

The Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit, and port projects that promise to achieve critical national objectives. Since 2009, Congress has dedicated more than $4.1 billion for six rounds to fund projects that have a significant impact on the Nation, a region, or a metropolitan area.

The Department of Transportation (DOT) - Surface Transportation Program (STP)

The STP is one of the main sources of flexible funding available for transit or highway purposes. STP provides the greatest flexibility in the use of funds. These funds may be used (as capital funding) for public transportation capital improvements, car and vanpool projects, fringe and corridor parking facilities, bicycle and pedestrian facilities, and intercity or intra-city bus terminals and bus facilities. As funding for planning, these funds can be used for surface transportation planning activities, wetland mitigation, transit research and development, and environmental analysis.

U.S. Army Corps of Engineers (USACE)

USACE funding goes towards critical flood mitigation projects, shipping channel improvements, infrastructure projects, studies for projects to help make the state of Texas more resilient to future storms and disaster supplemental relief.

State

Texas Department of Transportation TxDOT

At present, the State of Texas does not provide direct funding for port capital improvements. However, in recent years, the Texas Legislature included Rider 48 and Rider 45 (see below), to provide financing for port roadway connectivity projects selected by the Port Authority Advisory Committee (PAAC, see below) and approved by the Texas Transportation Commission.

Texas Port Capital Program

The Texas Port Capital Program (PCP) is a key component of the Texas Port Mission Plan that is developed by the PAAC. It is a biennial report required by Chapter 55, Texas Transportation Code that provides a strategic listing of priority port projects of statewide significance that should receive funding from a General Revenue funding source if funding becomes available. The PCP takes a broad view of the needs of the Texas port system and considers port facilities, waterways and inland connections. They identify high-priority and strategic port projects and make recommendations to the department for investment, incorporate maritime interests in TxDOT planning activities and documents, promote Texas ports for economic development opportunities, and Identify federal, state, or other funding opportunities for maritime investment. The projects encompass a variety of improvements, including rail and road upgrades, dock and bulkhead repairs, and site improvements. Because each of these projects are inside port gates and not on publicly accessible roadways, they not eligible for any current state funding through TxDOT.

Texas Mobility Fund (TMF)

As initially established in 2001, the Texas Mobility Fund (TMF) was only authorized to be used for 1. Construction, reconstruction, acquisition, and expansion of state highways; 2. Participation by the state in the payment of a portion of the costs of constructing and providing publicly owned toll roads; and 2. Other public transportation projects. The TMF was modified in 2013 by House Bill 1, to specifically expand eligible uses of the fund and authorized funds to be expended on qualified port projects.

Rider 48

In 2015, the 84th Texas Legislature included Rider 48 which authorized TxDOT to use up to $20 million from the TMF for the 2016- 2017 biennium to provide funding for port capital improvement projects selected by the Port Authority Advisory Committee (PAAC) and approved by the Texas Transportation Commission (Commission). This rider marked the first time that explicit funding for port projects had been included in Texas' state budget. Rider 48 recognizes the value of ports to the Texas economy but cited concerns regarding the constitutionality of using the TMF for port capital projects. Therefore, in implementing Rider 48, TxDOT worked to ensure that all projects selected by the Commission for Rider 48 funding were public roadways that enhanced port connectivity.

Rider 45

In 2017, the 85th Texas Legislature included Rider 45 to once again explicitly authorize funding for certain port projects selected by the PAAC and approved by the Commission. Rider 45 authorized TxDOT the use of up to $20 million in each fiscal year of the 2018-2019 biennium to provide funding for public roadway projects that improve connectivity to Texas ports. Unlike Rider 48 in 2015, the funds authorized this biennium in Rider 45 may come from any available source of revenue, including but not limited to the TMF.

Ship Channel Improvement Revolving Fund

Also, in 2017, the 85th Texas Legislature passed the Ship Channel Improvement Revolving Fund as an account in the general revenue fund. The bill requires the Commission to establish a revolving loan program to finance qualified projects for navigation districts to deepen or widen ship channels, provided that the project is authorized by the U.S. Congress and meets other standards provided by Commission rule. Money credited to the fund can include gifts, grants, donations, money appropriated to the Commission for certain purposes, loan repayments, and interest earned. At this time, TxDOT is drafting

rules to implement the Ship Channel Improvement Revolving Fund, but the fund has not been capitalized.

Implementation

To execute this plan, it is important to understand the difference between a strategic vision plan and a specific capital or master plan. This vision plan should be used to generally guide the future direction of the Port, and that each project should be evaluated at the time it is going to be executed. One should also keep the long-term directions in mind that allow the plan to progress within the forecasted vision.

Nevertheless, the plan shows a progression of the projects and activities that are meant to support the overall goal for the Port to meet its market forecasts and provide for economic and social impacts on the surrounding community. There are also additional objectives of the plan that tie the community to the port through the development of Harborside Drive; provide for influence on traffic with the development of Old Port Road and movement of a majority of cargo activities to the West Port; the implementation of a signage program to enhance direction and brand the Port; and, the development of bike path, boardwalk, trolley station and green space for future community enhancement opportunities.

The Port must be able to identify the immediate capital needs they want to approve over the next five years. Simultaneously, it needs to start the planning process for the execution of longer-term projects based on demand and need.

The entire capital plan should be paid by Port revenues and through partnership opportunities. The Port does not make enough in annual revenues to finance this effort in totality, but there are critical projects such as parking and cruise that can be identified that can be financed and provide revenues to not only pay back debt but also fund additional supporting projects. Thus, financing will control the phasing of the projects.

Today, the port has limited funding available for capital improvements, and a majority of funding needs to be earmarked for critical infrastructure enhancement to support current port operations and begin to build a platform for future growth. The Master Plan contemplates this necessity in Phase 1 and then provides for new growth options through partnership, grant, and loan funding that allows for further development.

Moving Forward

The Port must consider every piece of real estate as if it were its last and be able to plan accordingly. Through the market assessments, the Port learned that some businesses do not belong in the Port or have any role within it, but use the space because it is convenient. Instead, those commercial opportunities that have a role within the maritime environment should be given priority. They are provided for within the master plan along the water's edge, while adjacent commercial properties along Harborside Drive may serve alternative purposes to tie the Port to the City.

The Master Plan sets forth a new way of thinking about port development in the future. Historically, the Port has been able to grow spatially, as it was created with an abundance of deep water berths and land when cargo needs were different, and cruise did not exist for the port environment of Galveston. Over time, the Port has used, leased, and allocated its land and berths to users, typically as the need arose, without the need for prioritizing or evaluating the most optimal locations for those uses. Over the same period, the Port had little revenue from a changing port economy to invest in critical port infrastructure which led to poorly maintained marine facilities and upland support areas for cargo operations. The Port has now reached a point in the immediate future that there is an immediate need to repair and revitalize the marine berths and provide for the critical upland support areas to allow for cargo growth in those areas where demand is an option – mainly Ro-Ro, bulk and project cargoes. The upland is not sufficient to accommodate future growth if the same land-use patterns and low level of investment continues.

This plan seeks to provide a guide on prioritization so that the Port can grow within its existing footprint using cruise, parking, and at some point, commercial and industrial revenues to reinvest into and spur growth in cargo. The deep water berths need to be prioritized moving forward. They are the lifeblood of the port and are needed to support growth in all business lines.

It is recognized that although in the past the Port has shown concepts to expand the Port beyond its own footprint on Pelican Island, this plan only contemplates the use of the existing port footprint. It illustrates the potential for industrial development parcels outside of port property but does not contemplate purchase or investment in these areas. In this plan, the belief is that the growth is foreseen within the time horizon of this document and that it can be accommodated within the footprint of the Port through wise re-investment of revenues, carefully considered financing of key revenue-producing projects, and the development of critical partnerships to build and maintain infrastructure. For this to be accomplished, prioritization and allocation of resources must be an important consideration in every future decision the Port makes from this point forward.

Moving toward the 20-year vision of the Port Master Plan, the Port must be the beneficiary of great stewardship and leadership that will bring the long-term vision to reality. The Port has evolved from a trading post to an active cargo and cruise port today.

The strategic importance of the Port of Galveston for cruise, bulk cargoes, and commercial development in conjunction with the surrounding City of Galveston must be recognized to move the plan forward. The Port needs to balance all of its businesses not only to meet the mandate of its citizens and stakeholders but to meet its maritime and business goals by providing for the maritime community and trade in the larger regional and state scale, thereby enhancing the economic and social needs of the region. This Master Plan should be viewed with a very positive prism of opportunities and, with a heavy responsibility by its current stewards to take care of this asset in a judicious way allowing it to grow into the future.

consent + agenda
1/23/20

GALVESTON CENTRAL APPRAISAL DISTRICT

Tommy Watson, Chief Appraiser

9850 Emmett F. Lowry Expressway, Suite A - Texas City, Texas 77591
Telephone: (409) 935-1980 or toll-free (866) 277-4725
Fax: (409) 935-4319

December 16, 2019

The Honorable James D. Yarbrough
Mayor
City of Galveston
P. O. Box 779
Galveston, TX 77553

RE: Board of Directors Election 2020-2021

Dear Mayor Yarbrough:

Please find enclosed the *Summary of Votes* of the Galveston Central Appraisal District Board of Directors election. The following five candidates received the highest number of votes and are, therefore, declared directors of the Galveston Central Appraisal District for the two-year term beginning January 1, 2020 and ending December 31, 2021:

Scott Brast
Bruce Clawson
Tom Farmer
Don Gartman
Chad Tressler

Mrs. Cheryl E. Johnson, Galveston County Tax Assessor-Collector, will serve as member ex-officio. If you have any questions, please call me at your convenience.

Sincerely,

Tommy Watson

Tommy Watson
Chief Appraiser

TW:ldf
Enc.

GALVESTON CENTRAL APPRAISAL DISTRICT
Board of Directors Selection
2020-2021

Deadline to Submit Nominations - October 15th, 2019
Deadline to Return Voting Ballots - December 13th, 2019

SUMMARY OF VOTES

Voting Units and Allocated Votes																									
Candidates	County	School Districts								Cities													Colleges		TOTAL
	incl RFL	Galv	Dickins	Frndsw	High Isl	Hitchc	Cl Creek	S Fe	TC	Galv	TC	LaM	Hitchc	Jam B	Dickins	Frndsw	Kemah	LC	CLSh	S Fe	Tiki	Bayou	Galv	Mainland	VOTES
	1,029	578	394	286	11	72	753	143	524	236	196	30	14	5	29	102	4	307	0	17	9	5	94	162	5000
Brast, Scott	1		197	286			376	143										1							1,004
Clawson, Bruce	1		197						524		196	30		2				1			2	1			954
Collins, Robin																									0
Farmer, Tom	1	578			11					236				3				1			3	1	94		928
Gartman, Don	512					72							14		29	102		1			2	1		162	895
Hoke, IV	1																								1
Lumpkin, Peyton																						1			1
McCrary, Roney																		1			2				3
Mericle, Mike																									0
Reid, Jeff																	4								4
Tinkle, Steve																									0
Tressler, Chad	513						377											302		17					1,209
	1,029	578	394	286	11	72	753	143	524	236	196	30	14	5	29	102	4	307	0	17	9	4	94	162	4,999

*alphabetical order

Houston-Galveston Area Council Office of the Executive Director

December 27, 2019

The Honorable Jim D. Yarbrough
Mayor
City of Galveston
PO Box 779
Galveston, TX 77553

Dear Mayor Yarbrough:

I am writing regarding the City of Galveston's 2020 membership in the Houston-Galveston Area Council.

The support and leadership of our member cities is what makes the Houston-Galveston Area Council so effective in planning for the future of our region.

As the region continues to evolve and prepare for fast paced growth, so do our programs. This is true for our participation in autonomous vehicle pilot programs, development and analysis of regional housing programs as future needs and being a trusted resource for the 2020 census.

H-GAC's local elected official Board of Directors is vigilant to ensure that our organization responds to local needs and we believe H-GAC can be of even greater value particularly during this period of regional recovery. For that reason, H-GAC's elected official officers urge your continuing participation.

An H-GAC dues invoice is enclosed. The dues amount is calculated using your jurisdiction's 2010 Census population.

We are sending a copy of these materials to your city secretary as well. If you have questions about H-GAC's programs or services, I hope you will contact me.

Sincerely,

Chuck Wemple

CW/cj

Enclosures
cc: City Secretary

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Recycled

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027-6466
Phone 713-627-3200

H-GAC

Houston-Galveston Area Council
P. O. Box 22777
Houston, TX 77227-2777
Phone 713-627-3200
FAX 713-993-2414

INVOICE NO. **2020-29**

Date **12/27/2019**

Make All Payments Direct To: **H-GAC**
P. O. Box 22777
Houston, TX 77227-2777

Please refer to Invoice Number with Remittance

SOLD TO:

Hon. Jim Yarbrough
Mayor, City of Galveston
PO Box 779
Galveston TX 77553

Item	Quantity	Description	Unit Price	
		Computed at $0.04 per capita in accordance with Article VIII of the Houston-Galveston Area Council Bylaws as adopted on February 19, 2002, on the basis of the OFFICIAL 2010 Census Counts published by the U.S. Department of Commerce, or $200.00, whichever is greater. Your city's population is listed at		
		47,743		$ 1,909.72
		For Membership Dues January 1 - December 31, 2020		

TERMS: DUE UPON RECEIPT

TOTAL $ 1,909.72

County	City	Entity	H-GAC Program	Service	Amount	Number of Participants
Galveston	Galveston	City of Galveston	Water Resources	Clean Rivers Program Water Quality Monitoring conducted by subcontractor EIH at 4 sites/4 times	$ 4,388.00	
Galveston	Galveston	City of Galveston	Regional Housing Plan	Public Meeting / Listening Session		2
Galveston	Galveston	City of Galveston	Cooperative Purchasing	Current Model Cars, Light Trucks, & Police Motorcycles	$ 89,652.00	
Galveston	Galveston	City of Galveston	Cooperative Purchasing	Trailers - Equipment, Cargo, & Specialty	$ 25,889.76	
Galveston	Galveston	City of Galveston	Cooperative Purchasing	Law Enforcement Speed Detection & Video Equipment	$ 3,390.00	
Galveston	Galveston	City of Galveston	Cooperative Purchasing	Refuse & Recycling Containers and Lifters	$ 197,543.00	
Galveston	Galveston	Elder Community Members	Elder and Vulnerable Adults Justice Project	Information and Referral		1
Galveston	Galveston	Heritage Texas Properties	Livable Centers	Workshop/Training		1
Galveston	Galveston	Law Enforcement and Criminal Justice Professionals	Elder and Vulnerable Adults Justice Project	Professional Training		25
Galveston	Galveston	NOAA	Coastal Comm.	Workshop/Training		1
Galveston	Galveston	Pk Bd of Trustees-Galv	Energy Procurement & Consulting	Energy Procurement & Consulting	$ 112,593.19	
Galveston	Galveston	Retired and Seniors Volunteer Program Members	Elder and Vulnerable Adults Justice Project	Community Outreach		20
				Total	$ 433,455.95	