

**NOTICE OF MEETING  
CITY COUNCIL OF THE CITY OF GALVESTON  
THURSDAY - APRIL 30, 2020 - 1:15 P.M.  
COUNCIL CHAMBERS - CITY HALL  
823 ROSENBERG, GALVESTON, TEXAS  
TELEPHONE: (409) 797-3510**

**Notice is hereby given in accordance with Order of the Governor issued March 16, 2020, the City Council of the City of Galveston will conduct its Special Meeting by telephone/video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Corona Virus/COVID-19. There will be no public access to the location described above.**

**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
  - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
    1. Expressions of thanks, gratitude, and condolences
    2. Information regarding holiday schedules
    3. Recognition of individuals
      - A. National Beach Safety Week Proclamation
      - B. Fair Housing Month Proclamation
    4. Reminders regarding City Council events
    5. Reminders regarding community events
    6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS
  - Claims: 20-031 - Dianellie Garcia; 20-032 - Dorothy Cade; 20-033 - Warren Hoffman; 20-034 - John Sweetman.
8. PUBLIC HEARINGS
  - 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The City Code By Changing The Street Name Of Lockheed Drive To "Gene Lucas Boulevard" Between Jones Drive And Its Terminus East Of Hope Boulevard; Making Various Findings And Provisions Related To The Subject. (T. Tietjens)

Documents:

[STREET NAME CHANGE DEPARTMENT REPORT - LOCKHEED.PDF](#)

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The City Code By Adding The Name "Charlie Roque" To 83rd Street Between Stewart Road And Piper Street; Making Various Findings And Provisions Related To The Subject. (T. Tietjens)

Documents:

[STREET NAME CHANGE DEPARTMENT REPORT - 83RD STREET.PDF](#)

- 8.C. Conduct A Public Hearing And Consider For Approval The 2020 Community Development Block Grant (CDBG) And HOME Investment Partnership (HOME) Consolidated Program Objectives And Projects In The Total Amount Of \$1,490,525 (CDBG Allocation Of \$1,214,844 And HOME Allocation Of \$275,681) And CDBG And HOME Program Income Total Estimates Of \$60,000 And Amendments To The Citizen Participation Plan. Authorize The City Manager To File A Grant Application With The U.S. Department Of Housing And Urban Development (HUD) And Execute All Necessary Contracts, Certifications, And Documents For The Programs. (A. Law)

Documents:

[STAFF REPORT 2020 CDBG AND HOME.PDF](#)

9. PUBLIC COMMENT

Members of the public may submit a public comment using the web link below. All comments submitted prior to the meeting will be provided to the City Council.

<https://forms.galvestontx.gov/Forms/PublicComment>

- 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, Declaring A State Of Disaster And Emergency In The City Of Galveston Related To The Emergence Of The Corona Virus/Covid 19; Extending The State Of Disaster And Emergency In The City Of Galveston Until May 30, 2020, Extending All Emergency Orders Issued By The Mayor And Confirmed By The Council Until May 30, 2020; Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date. (Legal)

Documents:

[ORDINANCE EXTENDING STATE OF DISASTER AND EMERGENCY UNTIL MAY 31. 2020.DOCX](#)

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas; Modifying Certain Emergency Orders Ratified By City Council In Ordinance 20-28; Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date. (Legal)

Documents:

ORDINANCE FOR APRIL 30.DOCX

11. CONSENT ITEMS

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

- 11.A. Consider For Approval A Resolution Designating Authorized Signatories For The City's DR-4332 Community Development Block Grant – Disaster Recovery Program Contract Number 20-065-001-B947; Authorizing Signatures On The Depository/Authorized Signatories Designation Form; And Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[RESOLUTION - DR-4332 - CONTRACT NO. 20-065-001-B947.PDF](#)

- 11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving An Interlocal Agreement With The University Of Texas Medical Branch For The Provision Of Water To The UTMB Locations In The City Of Galveston, Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Documents:

[RESOLUTION - INTERLOCAL WITH UTMB TO PROVIDE WATER.DOCX](#)  
[INTERLOCAL UTMB COG SALE OF WATER V 4.PDF](#)

- 11.C. Consider Approving A Resolution Authorizing The City Of Galveston To Adopt Rules To Ensure The Identification, Security And Confidentiality Of Electronic Solicitations And Providing An Effective Date, Utilizing The City's Current Document Management System. (M. Loftin)

Documents:

[ELECTRONIC BIDDING STAFF REPORT VIA CURRENT DMS.PDF](#)  
[ELECTRONIC BIDDING RESOLUTION AND POLICY APRIL 2020 MJ.PDF](#)

- 11.D. Consider For Approval Of The Grant Terms And Conditions (Grant Agreement) With The Texas Division Of Emergency Management (TDEM) For FEMA Public Assistance (PA) Funding For COVID-19 Eligible Costs And Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The Legal Department. (T. Wroblewski)

Documents:

[TDEM GRANT TERMS AND CONDITIONS.PDF](#)

- 11.E. Consider For Approval The Award Of RFP #20-10 To UTEAP To Provide An Employee Assistance Program For A Three (3) Year Period. (K. Etienne)  
EAP Contract Approval

Documents:

[STAFF REPORT - UTEAP SERVICES 2020.PDF](#)  
[UTEAP CONTRACT RFP 20-10 EAP SERVICES.PDF](#)

- 11.F. Consider For Approval A One-Year Extension To The Contract On The Annual Sanitary Sewer And Force Main Rehabilitation Project (RFP 19-14) To T Con Construction, LLC For An Additional Amount Not To Exceed The Council Approved Capital Improvement

Plan Budget; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T. Pedraza)

Documents:

[T-CON - ANNUAL SEWER EXT..PDF](#)

- 11.G. Consider Approval Of Change Order #01 With Angel Brothers Enterprises Ltd., For The 49th Street Improvements From Ave P To Ave S 1/2 Project (RFP #19-29) Decreasing The Contract By \$26,062.32 From The Amount Of \$3,649,779.25 To The Amount Of \$3,623,716.93 (A Cumulative Decrease Of 0.71% From The Original Contract Sum). (D. Anderson)

Documents:

[ANGEL BROTHERS ENTERPRISES - 49TH STREET IMPROVEMENTS PROJECT - CO 1.PDF](#)

- 11.H. Consider Approval Of Change Order #04 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 \$19,610.00 From The Amount Of \$1,464,877.00 To The Amount Of \$1,484,487.00 (A Cumulative Increase Of 9.37% From The Original Contract Sum). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[LUCAS CONSTRUCTION - 27TH ST IMP. PROJECT - CHANGE ORDER 4.PDF](#)

- 11.I. Consider Approval Of Change Order #1 To The Agreement 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) Increasing The Project Cost By \$33,390.63. This Represents An Increase In The Total Project Cost Of 0.2% From The Original Amount Of \$17,159,876.30 To The Amount Of \$17,193,266.93. (D. Anderson)

Documents:

[EP BRADY - 24 INCH WATER TRANSMISSION LINE - CO 1.PDF](#)

- 11.J. Consider For Approval Change Order #6 To The Contract With Construction LTD, For The Fire Station #1 New Site Construction And Existing Site Demolition Project Increasing The Contract By \$111,738.00 From The Amount Of \$10,991,390.03 To The Amount Of \$11,103,128.03 And Extending The Contract Term By 60 Days. (D. Anderson)

Documents:

[CONSTRUCTION LTD - FS NO. 1 - CO 6.PDF](#)

- 11.K. Consider For Approval Change Order #7 To The Contract With J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project, Increasing The Contract By \$214,618.00 (2.0%) From The Amount Of \$11,232,419.20 To The Amount Of \$11,447,037.20. (D. Anderson)

Documents:

[JW KELSO - PUBLIC WORKS FACILITY - CHANGE ORDER 7.PDF](#)

- 11.L. Consider For Approval Change Order No. 6 To The Contract With Ardent Construction LLC, For The 30th Street Water & Electric Light Station Rehabilitation Project Increasing The Contract By \$63,281.00 From The Amount Of \$3,086,632.51 To A New Total Amount Of \$3,149,913.51 And Adding 136 Days To The Contract Time. (D. Anderson)

Documents:

[ARDENT CONSTRUCTION - 30TH STREET WATER AND ELECTRIC LIGHT STATION REHAB. - CO 6.PDF](#)

- 11.M. Consider For Approval The Selection Of HRGreen For The Professional Engineering Services For The Solids Handling Building Replacement Project At The Main Wastewater Treatment Plant (WWTP)

Documents:

[SOLIDS\\_BUILDING\\_MAIN\\_WWTP.PDF](#)

- 11.N. Consider For Approval The Selection Of HRGreen For The Professional Engineering Services For Capacity Improvements In The Terramar Wastewater Treatment Plant (WWTP) Service Area. (D. Christodoss)

Documents:

[TERRAMAR\\_WWTP\\_CAPACITY\\_COMPLIANCE.PDF](#)

- 11.O. Consider For Approval The Selection Of HRGreen For Professional Engineering Services For Retrofitting The Dewatering Equipment For The Grit Removal System At The Main Wastewater Treatment Plant (WWTP). (D. Christodoss)

Documents:

[GRIT\\_DEWATERING\\_MAIN\\_WWTP.PDF](#)

- 11.P. Consider For Approval The Selection Of HRGreen For Professional Engineering Services For Rehabilitation And Improvements Of Lift Stations #34, #37, #49, #52 And #56. (D. Christodoss)

Documents:

[LIFT\\_STATIONS\\_34\\_37\\_49\\_52\\_56.PDF](#)

- 11.Q. Consider For Approval The Selection Of Freese And Nichols For The Development Of The AWIA Risk And Resilience Assessment (RRA) And The Emergency Response Plan (ERP) To Comply With The American Water Infrastructure Act (AWIA) Of 2018. (D. Christodoss)

Documents:

[AMERICAN WATER INFRASTRUCTURE ACT UTILITY TCEQ EPA COMPLIANCE.PDF](#)

- 11.R. Consider For The Approval Of A Resolution Supporting The Transfer Of The Remaining Three (3) Gillig Buses That Are Owned By The City Of Galveston To Gulf Coast Center For The League City Park & Ride, And Thereby Authorizing The City Manager To

Execute The Agreement Thereof. (D. Smith)

Documents:

[GILLIG TRANSFER II PACKET.PDF](#)

- 11.S. Consider For The Approval Of The Change Order Payment For The Required Ladder And Platform Repairs To Unit 1830, Which Is A 2002 Fire Department Ladder Truck, To Siddons Martin, For An Additional \$9,835.20 To The Previously Approved Amount Of \$22,238.13. Funding Source Is The Garage Outside Repairs Account And TML Insurance. (D. Smith)

Documents:

[LADDER TRUCK REPAIR PACKET.PDF](#)

- 11.T. Consider For The Approval Of A Resolution Supporting An Extension Of The Interlocal Agreement Between The City Of Galveston, Texas And Harris County (Dba Harris County RIDES), In An Amount Not To Exceed \$400,000 In Support Of Subsidized Taxi Services For The Delivery Of ADA Paratransit/Demand Response Transit Services, And Thereby Authorizing The City Manager To Execute The Attached Agreement Thereof. (D. Smith)

Documents:

[HARRIS COUNTY RIDE EXTENSION PACKET.PDF](#)

- 11.U. Consider For Approval Staffs Recommendation To Hire Grindline Skateparks Inc. For Repairs To The Johnathan M. Romano Skatepark. (M. Rabago)

Documents:

[STAFF REPORT - JOHNATHAN M. ROMANO SKATEPARK REPAIRS - 4-30-20.PDF](#)

- 11.V. Consider For Approval Staffs Recommendation To Hire A&H Electric For Lighting Improvements At Menard Park. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)

Documents:

[STAFF REPORT - MENARD PARK LIGHTING UPGRADES 3-2020.PDF](#)

- 11.W. Consider For Approval Staffs Recommendation To Hire Four Seasons Development Company Inc. To Replace The Perimeter Fence At The Wright Cuney Recreation Center And Park. (M. Rabago)

Documents:

[STAFF REPORT - WRIGHT CUNEY FENCE REPLACEMENT - 4-6-2020 PDF.PDF](#)

- 11.X. Consider For Approval The Bid From JCR Construction For Solicitation IRFB 20-IRFB-002 Seawall Fort Crockett Park Amenities Re-Paint Project. (M. Rabago)

Documents:

STAFF REPORT - FORT CROCKETT REPAINT PROJECT 4-2020.PDF

- 11.Y. Consider For Approval Minutes Of The Regular Meeting And Executive Session Held On March 24, 2020; And Minutes Of The Special Meetings Held On April 3, 2020, April 9, 2020, And April 16, 2020. (J. Williams)

Documents:

[\\_03242020-3346.PDF](#)

12. ACTION ITEMS

- 12.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Accept Grant Funds From The Moody Endowment For The Purchase Of Personal Protection Equipment For First Responders, Directing The City Manager To Execute All Necessary Documents Relating To The Grant; Directing The City Secretary To Send A Certified Copy Of The Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And Providing For An Effective Date. (T. Wroblewski)

Documents:

[RESOLUTION ACCEPTING GRANT FROM MOODY ENDOWMENT.DOCX](#)  
[GALVESTON-426899-V1-MOODY\\_ENDOWMENT-\\_GRANT\\_CONTRACT-  
\\_CITY\\_OF\\_GALVESTON\\_FOR\\_PPE.DOC](#)  
[MOODY GRANT PPE- STAFF REPORT.PDF](#)

- 12.B. Consider For Approval A Resolution Of The City Of Galveston Denying Texas Gas Service Company's Requested Rate Increase; Requiring The Company To Reimburse The City's Reasonable Ratemaking 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 The City's Legal Counsel. (Legal)

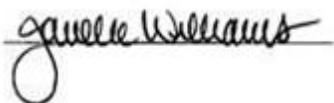
This item was posted to the Agenda on Monday, April 27, 2020 at 3:00 p.m. It cannot be considered until 3:00 p.m. on Thursday, April 30, 2020.

Documents:

[RESOLUTION ON TGS GAS FOR MAY 2020.DOC](#)  
[STAFF REPORT TGS DENIAL RESOLUTION FOR MAY 2020.DOCX](#)

13. ADJOURNMENT

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on April 24, 2020 at 2:30 P.M.



Janelle Williams, City Secretary

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

**ORDINANCE NO. 20-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CITY CODE BY CHANGING THE STREET NAME OF LOCKHEED DRIVE TO “GENE LUCAS BOULEVARD” BETWEEN JONES DRIVE AND ITS TERMINUS EAST OF HOPE BOULEVARD; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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**WHEREAS**, the City of Galveston is initiating an action to change the street name of Lockheed Drive to “Gene Lucas Boulevard” between Jones Drive and its terminus east of Hope Boulevard; and,

**WHEREAS**, the subject area of this name change request is an approximate 3850 linear-foot section of the Lockheed Drive right-of-way; and,

**WHEREAS**, many of Galveston’s streets and avenues have had name designations applied to entire streets or to specific sections of streets in order to honor individuals or families as shown on the Staff Report, attached hereto as **Exhibit A** and incorporated for all purposes; and,

**WHEREAS**, staff has no objection to the request for a Street Name Change in order to change the name of Lockheed Drive to “Gene Lucas Boulevard” between Jones Drive and to its point of terminus east of Hope Boulevard, with certain conditions set out in section 3 below; and,

**WHEREAS**, after conducting a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to change the name of Lockheed Drive to “Gene Lucas Boulevard” between Jones Drive and its point of terminus east of Hope Boulevard.

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

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

**SECTION 2.** The City of Galveston has a set of criteria for changing the name of a street which specifically do not apply to street name changes initiated by the City of Galveston per Resolution 16-008.

**SECTION 3.** The street name change replacing the name Lockheed Drive with the name “Gene Lucas Boulevard” between Jones Drive and its terminus approximately 640 feet east of Hope Boulevard, is subject to the following conditions:

1. The Department of Public Works shall produce and install the new signage for the street name change; and,
2. The Department of Development Services shall coordinate with the United States Postal Service, all private utility companies and abutting property owners with addresses on such street, regarding the street name change.

**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 15 days from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

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DONNA M. FAIRWEATHER  
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on April 30, 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.

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Secretary for the City Council  
of the City of Galveston



# City of Galveston

DEVELOPMENT SERVICES DEPARTMENT

823 Rosenberg | Galveston, TX 77550  
409-797-3660 | [planningcounter@galvestonTX.gov](mailto:planningcounter@galvestonTX.gov)

## Exhibit A

April 17, 2020

### **Re: Staff Report for Proposed Street Name Change of Lockheed Drive to Gene Lucas Boulevard**

This staff report accompanies an ordinance under consideration at the April 30, 2020 City Council meeting which changes the name of Lockheed Drive to Gene Lucas Boulevard from Jones Drive to its terminus approximately 640 feet east of Hope Boulevard. (See map attached)

The City of Galveston has initiated the request. The City of Galveston, through the Mayor and City Council maintain the authority to change and assign street names at their discretion through approval of an ordinance. Requests initiated by members of the general citizenry also must be approved by ordinance with criteria set out in Resolution 16-008.

The street name change replacing the name Lockheed Drive with the name Gene Lucas Boulevard between Jones Drive and its terminus approximately 640 feet east of Hope Boulevard, is subject to the following conditions:

1. The Department of Public Works shall produce and install the new signage for the street name change; and,
2. The Department of Development Services shall coordinate with the United States Postal Service, all private utility companies and abutting property owners with addresses on such street, regarding the street name change.

According to GCAD and Scholes Airport records there two abutting properties which use the street address currently.

The Development Services Department has consulted with the appropriate city departments for the proposed change which have no objections to the proposal. The Department has also consulted with the US Postal Service who stated they would deliver to both street names for one year following approval of the ordinance.

The cost of the proposed action is minimal for the replacement of street signs.

The Development Services Department recommends the street name change. Such change, if approved would become effective on May 15, 2020.

Tim Tietjens,

Director of Development Services





# City of Galveston

DEVELOPMENT SERVICES DEPARTMENT

823 Rosenberg | Galveston, TX 77550

[galvestontx.gov](http://galvestontx.gov)



**ORDINANCE NO. 20-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CITY CODE BY ADDING THE NAME “CHARLIE ROQUE” TO 83<sup>rd</sup> STREET BETWEEN STEWART ROAD AND PIPER STREET; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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**WHEREAS**, the City of Galveston is initiating an action to add the name “Charlie Roque” to 83rd Street between Stewart Road and its terminus at Piper Street; and,

**WHEREAS**, the subject area of this name change request is an approximate 4900 linear-foot section of the 83<sup>rd</sup> Street right-of-way; and,

**WHEREAS**, many of Galveston’s streets and avenues have had name designations applied to entire streets or to specific sections of streets in order to honor individuals or families as shown on the Staff Report, attached hereto as **Exhibit A** and incorporated for all purposes; and,

**WHEREAS**, staff has no objection to the request for a Street Name Change in order to add the name “Charlie Roque” to 83<sup>rd</sup> Street between Stewart Road and Piper Street, with certain conditions set out in section 3 below; and,

**WHEREAS**, after conducting a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to add the name “Charlie Roque” to 83<sup>rd</sup> Street between Stewart Road and Piper Street.

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

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

**SECTION 2.** The City of Galveston has a set of criteria for changing the name of a street which specifically do not apply to street name changes initiated by the City of Galveston per Resolution 16-008.

**SECTION 3.** The street name change of adding the name “Charlie Roque” to 83<sup>rd</sup> Street between Stewart Road and Piper Street, is subject to the following conditions:

1. The Department of Public Works shall produce and install the new signage for the street name change; and,
2. The Department of Development Services shall coordinate with the United States Postal Service, all private utility companies and abutting property owners with addresses on such street, regarding the street name change.

**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 15 days from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

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DONNA M. FAIRWEATHER  
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on April 30, 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.

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Secretary for the City Council  
of the City of Galveston



# City of Galveston

DEVELOPMENT SERVICES DEPARTMENT  
823 Rosenberg | Galveston, TX 77550  
409-797-3660 | [planningcounter@galvestonTX.gov](mailto:planningcounter@galvestonTX.gov)

## Exhibit A

April 17, 2020

### **Re: Staff Report for Proposed Street Name Change by adding Charlie Roque to 83<sup>rd</sup> Street**

This staff report accompanies an ordinance under consideration at the April 30, 2020 City Council meeting which changes the name of 83<sup>rd</sup> Street by adding Charlie Roque between Stewart Road and Piper Street. (See map attached)

The City of Galveston has initiated the request. The City of Galveston, through the Mayor and City Council maintain the authority to change and assign street names at their discretion through approval of an ordinance. Requests initiated by members of the general citizenry also must be approved by ordinance with criteria set out in Resolution 16-008.

The street name change adding Charlie Roque to 83<sup>rd</sup> Street between Stewart Road and Piper Street, is subject to the following conditions:

1. The Department of Public Works shall produce and install the new signage for the street name change; and,
2. The Department of Development Services shall coordinate with the United States Postal Service, all private utility companies and abutting property owners with addresses on such street, regarding the street name change.

According to GCAD and Scholes Airport records, there no abutting properties which use the street address currently.

The Development Services Department has consulted with the appropriate city departments for the proposed change which have no objections to the proposal. The Department has also consulted with the US Postal Service who stated they would deliver to both street names for one year following approval of the ordinance.

The cost of the proposed action is minimal for the replacement of street signs.

The Development Services Department recommends the street name change. Such change, if approved would become effective on May 15, 2020.

Tim Tietjens,

Director of Development Services





# City of Galveston

DEVELOPMENT SERVICES DEPARTMENT

823 Rosenberg | Galveston, TX 77550

galvestontx.gov





# City of Galveston

## Grants & Housing Department

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

April 30, 2020

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

From: Alice T. Law, Interim Director of Grants & Housing

**RE: Conduct a Public Hearing and Consider for Approval the 2020 Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Consolidated Program Objectives and Projects in the total amount of \$1,490,525 (CDBG Allocation of \$1,214,844 and HOME Allocation of \$275,681) and CDBG and HOME Program Income total estimates of \$60,000 and Amendments to the Citizen Participation Plan. Authorize the City Manager to file a grant application with the U.S. Department of Housing and Urban Development (HUD) and execute all necessary contracts, certifications, and documents for the Programs.**

### I. Background

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



- D. HUD has issued the 2020 Allocations for Entitlement Cities. The City will receive \$1,214,844 in CDBG funding and \$275,681 in HOME funding. The 2020 Allocations are an increase from the City's 2019 funding in the following amounts: CDBG +\$15,551 (+1.3%) and HOME +\$17,231 (+6.67%).
- E. On March 24, 2020, staff presented and discussed the 2020 CDBG and HOME Program proposed projects and objectives.
- F. The City is required by HUD to have a Citizen Participation Plan that details the community's procedures for involving the public in its program planning and implementation. Due to the coronavirus 19 (COVID-19) pandemic, the CARES Act and HUD have granted certain waivers that allow changes in the citizen participation process requiring the City to amend its Citizen Participation Plan. HUD requires the adoption of any amendments to the Plan by the City's governing body.

## II. Current Situation

- A. As required by HUD, staff developed a list of Community Development and Housing Objectives for the 2020 Proposed Projects to meet the City's identified Consolidated Plan High Priority Needs and a recommended list of eligible projects for City Council's consideration of funding. (**Attachment A**)
- B. Since the March 24, 2020 discussions of the 2020 proposed projects, HUD has released two (2) sets of statutory and regulatory waivers to the HOME Investment Partnerships (HOME) Program and HOME Tenant-Based Rental Assistance (TBRA) to enable Cities to more quickly use their HOME funds to respond to the housing needs of those impacted by the COVID-19 pandemic.
- C. Based on the waivers, staff has amended our 2020 HOME Programs Proposed Projects for the Tenant-Based Rental Assistance Program, the Community Housing Development Org. (CHDO) project, and the HOME Administration as follows:
  - 1. TBRA Program – waivers allowed for short-term assistance for new and existing rental leases including short-term rental and allows 100% of utilities; added short-term assistance and utility deposits and payments
  - 2. CHDO Project – waivers reduced set-aside requirement from 15% to 0%; used funds for TBRA program for short-term assistance
  - 3. HOME Administration – waivers allowed for an increase of administration costs from 10% to 25%; increased the admin to 25%
- D. The City has amended its Citizen Participation Plan to provide for the waivers from the CARES Act and HUD and some cleanup edits as follows (**Attachment B with amendments in bold**):
  - 1. Added Section VI. Contingency Plan in the Event of an Emergency/Disaster and included the specific 5-day notice and comment period and allowance of virtual public hearings
  - 2. Added cleanup edits (as bolded throughout the document) to update the postings on the City's Website and social media
- E. Staff will complete the citizen comment period for the 2020 CDBG and HOME Programs and Citizen Participation Plan Amendment on April 29, 2020. Any comments received will be presented during the public hearing.

### **III. Issues**

- A. **National Objectives and Purpose** – Each CDBG activity meets one (1) of three (3) national objectives of the CDBG Program as previously described. Each HOME activity is designed for the purpose of providing housing activities to the LMI.
- B. **Budget** – The CDBG and HOME Program budget is consistent with the HUD allocation amount for the City.
- C. **Equity and Citizen Participation** – In keeping with HUD’s consolidated bottom-up planning process to ensure the involvement of residents most affected by the 2020 CDBG and HOME Programs, the City notices ran in the local newspaper and were posted on the City’s webpage.
  - 1. A Public Hearing on the 2020 CDBG and HOME Programs will be conducted on April 30, 2020 in coordination with the City Council meeting. Citizens were also allowed to provide comments until April 28th.
  - 2. City staff published in the Galveston County Daily News the 2020 CDBG and HOME Program proposed projects and the Community Development and Housing Objectives list and posted online with public notices published online and through social media for the Citizen Comment Period.
- D. **Consistency with HUD Consolidated Plan** – All activities or projects funded under the CDBG and HOME Programs are in compliance with the City’s Consolidated Plan in meeting the identified community development and housing needs and priorities.
- E. **Consistency with Comprehensive Plan** – The enhancement of housing and neighborhoods and the provisions of public services, code enforcement and public facilities and improvements are key elements in the Comprehensive Plan.
- F. **Impact or Ramifications** – Failure to approve the 2020 CDBG and HOME Programs Projects and Community Development & Housing Objectives could result in the City not meeting a timely submission of the 2020 Annual Action Plan, delaying the program year.

### **IV. Recommendation**

- 1. Approve the 2020 CDBG and HOME Programs Community Development & Housing Objectives and Projects in the total amount of \$1,490,525 (CDBG Allocation of \$1,214,844 and HOME Allocation of \$275,681) and the CDBG and HOME Program Income total estimates of \$60,000. Authorize the City Manager to file a grant application with the U.S. Department of Housing and Urban Development and execute all necessary contracts, certifications, and documents for the 2018 CDBG and HOME Programs.

### **V. Fiscal Impact Report**

Requested by:	Alice T. Law, Interim Director of Grants & Housing
Funding Source:	U.S. Dept. of Housing & Urban Development (HUD) 2018 Community Development Block Grant and HOME Investment Partnership Programs
Costs of implementation:	Total \$1,490,525

Estimated annual M&O costs: N/A

Estimated cumulative M&O costs: N/A

Additional Information: N/A

Respectfully Submitted,

Approved,



Alice T. Law  
Interim Director of Grants & Housing

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Brian Maxwell  
City Manager

# **Attachment A**

**CITY OF GALVESTON**  
**2020 CDBG and HOME Programs Recommendations DRAFT**

The U.S. Dept. of Housing & Urban Development (HUD) administers the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs and has released the 2020 CDBG and HOME Funding Allocations. The City will receive CDBG funding in the amount of \$1,214,844 and HOME funding in the amount of \$275,681. The 2020 Allocations are an increase from the City's 2019 funding in the following amounts: CDBG +\$15,551 (+1.3%) and HOME +\$17,231 (+6.67%). CDBG and HOME Program Income has been estimated at a total of \$50,000 (CDBG \$20,000 and HOME \$30,000).

**2020 Community Development & Housing Objectives PROPOSED**

The following objectives were identified in the City's 2019 Consolidated Plan to meet the documented High Priority Needs.

1. To provide and expand homeownership opportunities for LMI homebuyers;
2. To provide and expand access to affordable housing through rental subsidies for LMI households and assisting in the prevention of homelessness;
3. To provide housing services to support LMI homeownership, TBRA, and other housing activities;
4. To educate and enforce lead-based paint and other lead hazards rules and regulations;
5. To identify and eliminate barriers to affordable housing and impediments to fair housing;
6. Provide code enforcement and neighborhood revitalization activities to diminish unsafe buildings and lots, blighting influences, and general neighborhood decay in LMI areas;
7. Provide infrastructure enhancement to support neighborhood revitalization and residential development in LMI areas;
8. Promote the health and well-being of city LMI residents through the provision of public and supportive services including youth programs;
9. Provide mechanisms to reduce crime and enhance public safety in LMI areas;
10. To facilitate neighborhood, comprehensive, and individual project management, planning, and capacity building activities for LMI areas;
11. Provide economic development opportunities and Section 3 education for LMI persons and businesses; and
12. Assist in the coordination of homeless resources in the community through participation with and reliance on the Continuum of Care Program.

**2020 CDBG Program Projects PROPOSED**

Project	Description	Outcomes	2020 Proposed Funding
<b>Public Service Activities</b>			<b>(Requirement Limit of 15% Cap - \$182,226) \$ 182,226.00</b>
Parks & Recreation Dept. Children & Youth Program	Provide staffing to implement summer and after-school supervised educational / recreational activities at Menard and Wright Cuney Parks and Recreation Centers for primarily LMI (90%) children and youth ages 5-17	900 children and youth	\$ 153,226.00
Police Dept. Crime Prevention Program	Provide officers for extra-duty patrols and equipment to reduce the levels of criminal activity and assist residents in low-moderate income neighborhoods; work with citizens and neighborhood groups to identify and report criminal activity	900 citizen contacts	\$ 29,000.00
<b>Public Facility &amp; Improvement Activities</b>			<b>\$ 541,574.00</b>
Public Works Dept. Streets Repaving	Provide street improvements in LMI areas to repave existing deteriorated streets using City staff to enhance other street paving efforts in the residential areas and make safer neighborhood thoroughfares	15 blocks of improvements	\$ 541,574.00
<b>Code Enforcement Activities</b>			<b>\$ 197,947.00</b>
City Marshall- Compliance Division Code Compliance Officers	Provide 4 compliance officers to work in LMI and deteriorated neighborhoods to conduct property inspections and reinspections to enforce local codes and owner notifications and processes for enforcement on non-compliant properties	4,000 inspections and 900 reinspections	\$ 197,947.00

Project	Description	Outcomes	2020 Proposed Funding
<b>Affordable Housing Activities</b>			<b>\$ 50,129.00</b>
Affordable Housing Services	Provide management and oversight for the affordable housing programs including tenant-based rental assistance, homebuyer, and other housing related issues including projects funded through the CDBG and HOME Programs	Ensure regulatory compliance	\$ 50,129.00
<b>Planning &amp; Program Administration Activities</b>			<b>(Requirement Limit of 20% Cap - \$242,968) \$ 242,968.00</b>
CDBG Program Administration	Provide management of the CDBG and HOME Programs to ensure compliance with all regulatory requirements	Ensure regulatory compliance	\$ 242,968.00
<b>CDBG TOTAL ALLOCATION</b>			<b>\$ 1,214,844.00</b>
CDBG Program Income (Estimated)	Provide Consolidated Plan Eligible Projects such as code enforcement and affordable housing services from PI received primarily from housing rehabilitation loan payments and payoffs and lot clearance, boardup, and demolition lien payoffs	Assist in eligible CDBG projects	\$ 20,000.00
<b>2020 HOME Program Projects PROPOSED</b>			
Project	Description	Outcomes	2020 Proposed Funding
<b>Affordable Housing Activities</b>			<b>\$ 206,761.00</b>
Grants & Housing Dept. Tenant-Based Rental Program (from CHDO Set-Aside)	Due to HUD COVID-19 HOME Waiver, City has use of the Community Housing Development Org. (CHDO) funding to use for other affordable housing projects to assist families affected by the pandemic. Provide Tenant-Based Rental Assistance (TBRA) for rental subsidies to assist LMI households with affordable housing costs including rent payments, security deposits, utility deposits and utilities for short-term assistance; HUD COVID-19 HOME Waiver reduced CHDO Requirement for 15% Set-aside to 0%; short-term rental assistance available through 12-31-20	3 LMI households	\$ 41,353.00
Grants & Housing Dept. Tenant-Based Rental Program	Provide Tenant-Based Rental Assistance (TBRA) for rental subsidies to assist LMI households with affordable housing costs including rent payments, security deposits, utility deposits, and utilities for long-term and short-term assistance (short-term for COVID-19 related assistance available through 12-31-20)	12 LMI households	\$ 165,408.00
<b>HOME Program Administration Activities</b>			<b>(Requirement Limit increased from 10% to 25% Cap - \$68,920) \$ 68,920.00</b>
HOME Program Administration	Provide management of the HOME Program to ensure compliance with all regulatory requirements; HUD COVID-19 HOME Waiver increased Cap Limit to 25%	Ensure regulatory compliance	\$ 68,920.00
<b>HOME TOTAL ALLOCATION</b>			<b>\$ 275,681.00</b>
HOME Program Income (Estimated)	Provide Consolidated Plan Eligible Projects such as TBRA and homeownership projects from PI received primarily from homebuyer and housing rehabilitation loan payments	Assist in eligible HOME projects	\$ 30,000.00
<b>TOTAL CONSOLIDATED PROGRAMS</b>			<b>\$ 1,490,525.00</b>

# **Attachment B**

**CITY OF GALVESTON**  
**CITIZEN PARTICIPATION PLAN**

I. Introduction

The involvement of citizens is vital to the development of sound and stable communities. The City of Galveston, TX wishes to ensure that citizens have an opportunity to participate in the planning, implementation, and assessment of the Consolidated Plan, substantial amendments thereto, and the annual performance reports. While the regulations that govern this plan clearly state that elected officials have statutory responsibilities for the administration of the CDBG and HOME programs, participation by local residents is very important to ensure that the elected officials' decisions are made with an awareness of citizen perceptions and needs.

II. Purpose of Citizen Participation Plan

The City is required to adopt a citizen participation plan that sets forth the City's policies and procedures for participation in the planning process of the Consolidated Plan (which includes the 5-year plan and the 1-year action plans), substantial amendments thereto, and in the annual performance reports the City has to submit to HUD. The regulations, codified at 24 CFR Part 91, require that the City, prior to submission of the Consolidated Plan, has prepared and followed a written citizen participation plan, set out herein, that provides an opportunity for citizens to participate in the development of the citizen participation plan itself, the Consolidated Plan, substantial amendments thereto, and the annual Performance Report. The City is required to encourage the views and the submission of proposals by low and low/moderate income persons, particularly those living in slum and blighted areas where CDBG and HOME funds are proposed to be used; and by residents of predominantly low and moderate income neighborhoods, as defined by the neighborhoods where 51% or more of the households income is 80% or below the area median income. The City must also actively solicit the participation of residents of public and assisted housing. The City has to take whatever actions are appropriate to encourage all of its citizens, including non-English speaking persons, as well as persons with disabilities, to be involved in the planning process.

It is the goal of the Citizen Participation Plan to outline the process by which the City of Galveston's residents may articulate their community development needs and express their feelings, assessments, and preferences about the implementation of the Community Development Block Grant (CDBG) and HOME Programs. The plan creates a citizen participation structure that affords citizens the opportunity to participate in the development of the Consolidated Plan by assisting the City in selecting program priorities and to review the various application components before they are finalized by City Council action.

### III. Citizen Participation Process

The City of Galveston will provide the citizens of Galveston with every opportunity possible to participate in its annual Consolidated Plan planning process, any substantial amendments thereto, and in the development of the Performance Report.

The City of Galveston certifies that it will, before it adopts the *Consolidated Plan*:

- make available to citizens, public agencies and other interested parties information that includes the amount of Consolidated Plan funds available, the range of activities to be undertaken, and the estimated amount that will benefit low and low/moderate income persons.
- make every effort to minimize displacement, and will make assistance available to persons that are displaced as a result of activities funded wholly or partially with CDBG or HOME funds, as set in the City's Displacement Policy. A copy of this policy is available during regular business hours (Monday-Friday 8am to 5pm) at the Grants and Housing Department. Additional copies will be made upon request.
- publish its proposed Consolidated Plan community-wide, to include a description of activities in sufficient detail, including location, to allow citizens to determine the degree to which they may be affected. Citizens, public agencies and other interested parties will be provided a reasonable period, not less than thirty (30) days, to examine the contents of the document. Community-wide means that the City will publish summaries in the Galveston Daily News, **post on the City's Website**, and may post or distribute notices **on social media**, at the public library, community centers, public housing sites, and City Hall. The complete proposed Consolidated Plan, and free copies thereof, will be available at the Grants and Housing Department **and posted on the City's Website**. Upon request, the Grants and Housing Department will make the material available in a form accessible to persons with disabilities.
- provide at least two (2) public hearings to obtain citizen views and to respond to proposals and questions at all stages of the Consolidated Plan process. The hearings will be held at two (2) different stages of the program year. At least one (1) hearing will be held before the proposed Consolidated Plan is published for comment. The hearings shall be held after adequate notice, as set out below, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped. Accommodations will be made for non-English speaking residents, if so requested at least ten (10) days before the hearing. This requirement will be set out in the notice.

The hearings will address housing and community development needs, priority non-housing community development needs, development of proposed activities, and review of program performance.

The City will consider any comments or views of citizens, public agencies or other interested parties that are received in writing, or orally at the public hearings in preparing the final Consolidated Plan. A summary of comments and views accepted, and a summary of

comments and views not accepted and the reasons therefore, will be attached to the final Consolidated Plan.

Criteria for *substantial amendments* to the Consolidated Plan: The City will use the “25% rule” in determining when an amendment is necessary to the Consolidated Plan. Whenever the City elects not to carry out an activity that was previously described and approved by HUD; to change the purpose, scope, location or beneficiaries of an activity; or when the City proposes to add a new activity, an amendment must be submitted to HUD. If more than 25% of the activity changes from its original purpose, then the amendment is considered “substantial” and citizens will be afforded an opportunity to comment on such amendments. The City certifies that it will:

- publish the proposed amendment(s), to include a description of activity(s) in sufficient detail, including location, to allow citizens to determine the degree to which they may be affected. Citizens will be provided a reasonable period, not less than thirty (30) days, to comment on the amendment(s) before the amendment is implemented. The City will publish the proposed amendment through notices in the Galveston Daily News, **post on the City’s Website**, and may post or distribute notices **on social media and** at City Hall.
- The City will consider any comments or views of citizens that are received in writing, or orally in response to notices of consideration of a substantial amendment. A summary of comments and views accepted, and a summary of comments and views not accepted and the reasons therefore, will be attached to the amendment of the Consolidated Plan.

*Performance Reports.* The City certifies that it will:

- publish a summary of the proposed performance report. Citizens will be provided a reasonable period, not less than fifteen (15) days, to comment on the performance report before the report is submitted to HUD. The City will publish a summary in the Galveston Daily News, **post on the City’s Website**, and may post or distribute notices **on social media and** at City Hall.
- The City will consider any comments or views of citizens that are received in writing, or orally in response to publication of the summary of the performance Report. A summary of comments and views accepted, and a summary of comments and views not accepted and the reasons therefore, will be attached to the Performance Report.

#### IV. Elements of the Citizens Participation Process

*Public Hearings.* The City will hold at least two (2) Public Hearings annually during different stages in the development of the Consolidated Plan. The first hearing will be held before the Consolidated Plan is published, to allow for citizen input. The hearings will address housing and community development needs, and non-housing community development needs, development of proposed activities, and review of program performance. The summaries/notices will contain enough information to permit informed comment. The summaries/notices will also

state where the entire document will be available for review and where free copies may be obtained.

Adequate notice will be deemed to have been given if the summary of the Consolidated Plan or Action Plan, amendment, or performance Report are published in the Galveston Daily News **and/or posted on the City's Website**, at least fourteen (14) days before the date of the Public Hearings.

The times and locations of the Public Hearings will be convenient to the general public. The hearings will be held at City Hall, which is accessible to the disabled, and will be scheduled after the regular workday or included with City Council meetings. The City will take every effort to accommodate disabled with special needs other than physical accessibility, if so requested at least 10 days before the hearing. If the City schedules a public hearing at a site other than City Hall, the City will ensure that the site is accessible to the disabled. Upon request at least 10 days before the hearing, the City will accommodate the visually impaired by presenting the information in large print or provide the information orally.

If a significant number of non-English speaking residents are expected to participate, or upon special request provided to the City at least ten (10) days before the hearing, the Department will take every effort to accommodate such residents by presenting the information in the language requested, and/or by having a translator present at the hearing.

*Access to Records.* The City will provide citizens, public agencies, and other interested parties with access to information and records related to the City's Consolidated Plan and the City's use of assistance under any of the programs covered by the Consolidated Plan during the five (5) years preceding the date of the request. The information requested will be made available, wherever possible, within fifteen (15) working days of the day of the written request, in compliance with the City's Open Records Policy.

*Technical Assistance.* The Department will provide technical assistance to groups representative of persons of low- and moderate-income that request assistance in developing proposals for funding assistance under any of the programs covered by the Consolidated Plan. The assistance need not include the provision of funds to the groups.

*Complaints.* The City will respond to every written complaint it receives related to the Consolidated Plan, amendments, and performance reports. The City will, where practical, provide a substantive, written response within fifteen (15) working days from the date the complaint was received.

## V. General Information

Comments related to the Consolidated Plan, amendments, and the annual Performance Reports may also be sent directly to:

Mr. Robert Beck  
CPD Representative  
U.S. Department of Housing and Urban Development

Houston Field Office  
1301 Fannin, Suite 2200  
Houston, Texas 77002  
(713) 718-3119

Unless otherwise stated in the Notices, applications, performance reports, the Citizen Participation Plan, the Consolidated Plan, the Environmental Review record, or any documents and records pertaining to any of these are on file and available for public review at the office of the Grants and Housing Department, 2508 Ball Avenue, during normal business hours.

Workshops on specific issues (e.g. changes in program regulations) will be held on an as-needed basis, and with adequate notice. In addition, CDBG and HOME Program staff are available to provide additional assistance and guidance upon request. Please contact the Grants and Housing Department at 409-797-3820 to schedule an appointment.

## **VI. Contingency Plan in the Event of an Emergency/Disaster**

*Disaster/Emergency events that may require expedited substantial amendments.* It may be necessary to expedite substantial amendments to the Consolidated Plan in the event of a declared disaster or emergency. Disasters/emergency events that may necessitate an expedited substantial amendment may include 1) Man-Made-disasters, 2) Natural disasters, 3) Terrorism, and 4) Infectious disease.

These expedited substantial amendments may include funding new activities and/or the reprogramming of funds including canceling activities to meet needs resulting from a declared disaster or emergency. Therefore, the City may utilize CDBG or HOME funds to meet these needs with an altered public comment period as designated by HUD or other statute/regulation/waiver instead of a 30-day public comment period, which is otherwise required for substantial amendments. To the greatest extent possible, the City will utilize the same mediums for publishing and posting notices for the public comment period. If the Galveston County Daily News is not a viable option, the other sources will be utilized as appropriate to make every effort to comply with citizen participation requirements.

With respect to a declared disaster, the City may elect to use CDBG or HOME funds to address needs not provided for by the Federal Emergency Management Agency (FEMA) and the Small Business Administration (SBA), or other disaster relief efforts. Funding for disaster relief may not duplicate other efforts undertaken by federal or local sources unless allowed by the federal government. Potential eligible uses of funds are those that are included in this Citizen Participation Plan, the Consolidated Plan, or any other CDBG or HOME eligible use. HUD may provide new guidance on eligible uses in which the City will comply with and may utilize as well.

All eligible CDBG activities, including those to address declared disasters or emergencies, must meet one of three national objectives which are: 1) Benefit to low- and moderate-income (LMI) persons; 2) Aid in the prevention of slums or blight; and 3) Meet a need having a particular urgency (referred to urgent need). The City may carryout eligible CDBG activities to meet needs resulting from declared disasters or emergencies under any

one of the three national objectives. All eligible HOME activities, including those to address declared disasters or emergencies, must meet the purpose of expanding the supply of decent, safe, sanitary affordable housing for very low-income persons, with primary attention to rental housing for very low and low-income families. The City may carryout eligible HOME activities to meet needs resulting from declared disasters or emergencies under the general purposes.

*Disaster/Emergency events that may require conducting virtual public hearings.* It may be necessary for the City to conduct virtual public hearings due to the inability to hold in-person public hearings due to social distancing and/or limits for public gatherings for public health reasons. The City will provide reasonable notification under the same mediums for publishing and posting notices for the public as appropriate and access for citizens in accordance with the disaster/emergency or HUD provisions. The City will allow for the receipt of citizen comments and publicly present comments during the public hearings and will provide timely responses to citizen questions and issues and public access to all questions and responses.

*April 30, 2020 Amendment for the coronavirus 19 (COVID-19) pandemic.* For CDBG funding under PY 2019-2020, FY 2020-2021, and the Coronavirus Aid, Relief, and Economic Security Act or CARES Act, the City may provide a 5-day notice of a proposed amendment to the City's Consolidated/Action Plans and virtual public hearings beginning April 9, 2020 as allowed under a HUD waiver. For HOME funding under PY 2019-2020, CHDO funding under PY 2017-2020, and FY 2020-2021, the City may provide a 5-day notice of the proposed amendment to the City's Consolidated/Action Plans and virtual public hearings beginning April 10, 2020 as allowed under HUD waivers.

ORDINANCE NO. 20- \_\_\_\_

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DECLARING A STATE OF DISASTER AND EMERGENCY IN THE CITY OF GALVESTON RELATED TO THE EMERGENCE OF THE CORONA VIRUS/COVID 19; EXTENDING THE STATE OF DISASTER AND EMERGENCY IN THE CITY OF GALVESTON UNTIL MAY 31, 2020, EXTENDING ALL EMERGENCY ORDERS ISSUED BY THE MAYOR AND CONFIRMED BY THE COUNCIL UNTIL MAY 31, 2020; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, PROVIDING FOR A PENALTY AND PROVIDING FOR AN EFFECTIVE DATE.

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**WHEREAS**, City Council finds that the threat posed by the prevalence of the Coronavirus/Covid 19 is continuing with Galveston County having the tenth highest reported number of cases in the entire State according to data published on the Texas Department of Health and Human Services and the disease is a clear and present threat to the health and welfare of the citizens of the City of Galveston; and

**WHEREAS**, City Council finds that the threat posed by the prevalence of the Coronavirus/Covid 19 in adjoining Harris County, which has the highest reported number of cases in the entire state, according to data published on the Texas Department of Health and Human Services, is also a clear and present threat to the health and welfare of the citizens of the City of Galveston given the propensity of Harris County residents to crowd attractions in Galveston; and

**WHEREAS**, City Council finds the Center for Disease Control continues to urge that preventive measures be taken to control the spread of the disease through the implementation of control measures; and

**WHEREAS**, City Council finds the continued spread of the disease in this area requires ongoing extraordinary measures to preserve the public health, control the spread of the disease, and protect the welfare of the citizenry people and preserve the delivery of services; and

**WHEREAS**, the City of Galveston's Emergency Management Plan has previously been activated by Declaration of Local Disaster By Proclamation of the Mayor of the City of Galveston, dated March 16, 2020; and

**WHEREAS**, the Governor of the State of Texas has declared a state of disaster for the entire State of Texas which remains in effect; and

**WHEREAS**, Tex. Health & Safety Code §112.006 allows a home rule municipality to adopt rules to protect the health of persons in the municipality against communicable disease;

**WHEREAS**, the City Council first extended the State of Disaster and Emergency in the City of Galveston until April 6, 2020 by Ordinance 20-23 and then again until April 30, 2020 under Ordinance 20-28.

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 Section 418.108 of the Texas Disaster Act of 1975, and Article II, Section 15 of The City Charter of Ordinances, the City Council finds and declares a state of disaster and emergency continues to exist in the City of Galveston as a result of the prevalence of the Coronavirus/Covid 19 in Galveston City and County.

SECTION 3. The declaration of the State of Disaster and Emergency be and is hereby extended in the City of Galveston until May 30, 2020 subject to further action of Council.

SECTION 4. The Mayor, as Director of Emergency Management, by virtue of this Ordinance and the laws of the State, is hereby authorized to provide, or cause to be provided, all arrangements, provisions, and means necessary and proper to affect the coordination of relief and aid programs, and property restoration and rehabilitation programs, for the protection, preservation, and improvement of life and property within the City during the State of Emergency.

SECTION 5. This continued declaration of local disaster and emergency activates the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the declaration. All aspects of the City of Galveston Emergency Management Plan not already activated are hereby activated as provided in the plan.

SECTION 6. All emergency orders signed by the Mayor and ratified by City Council in Ordinance 20-28 remain in effect until May 31, 2020 subject to further action of Council.

SECTION 7. A violation of an emergency order issued by the Mayor shall be a Class C misdemeanor punishable by fine as allowed by law and as set forth in the specific Order.

SECTION 8. 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 phase, 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 9. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 10. 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 11. 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, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 \_\_\_\_\_, \_\_\_\_\_.

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

**ORDINANCE NO. 20- \_\_\_\_**

**AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS; MODIFYING CERTAIN EMERGENCY ORDERS RATIFIED BY CITY COUNCIL IN ORDINANCE 20-28; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, PROVIDING FOR A PENALTY AND PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, City Council finds that the emergence of the Coronavirus/Covid 19 has been confirmed in Galveston County by the Galveston County Health District which has announced the presence of the disease caused by community spread; and

**WHEREAS**, City Council finds the Center for Disease Control has urged that preventive measures betaken to control the spreads of the disease through the implementation of control measures; and

**WHEREAS**, City Council finds the confirmed presence of the disease in this area requires extraordinary measures to preserve the public health, control the spread of the disease, and protect the welfare of the citizenry people and preserve the delivery of services; and

**WHEREAS**, the City of Galveston’s Emergency Management Plan has previously been activated by Declaration of Local Disaster By Proclamation of the Mayor of the City of Galveston, dated March 16, 2020; and

**WHEREAS**, the Governor of the State of Texas has declared a state of disaster for the entire State of Texas and on March 31, 2020 issued Executive Order GA 14 declaring state control measures and allowing the entry of local orders that are not consistent with the terms of his Order; and

**WHEREAS**, the City Council of the City of Galveston further finds that the Orders set forth in this Ordinance are consistent with the goals and purposes set forth by the Governor in his Executive Order GA 14 dated March 31, 2020; and

**WHEREAS**, Tex. Health & Safety Code §122.006 allows a home rule municipality to adopt rules to protect the health of persons in the municipality against communicable disease and the Mayor has issued the Emergency Orders set forth herein and the Council has ratified those Orders in furtherance and in accord with that statutory authority; and .

**WHEREAS**, the City Council has previously passed City Ordinance 20-028 ratifying the Mayor’s Declaration of Local Disaster and extending it to April 30, 2020 as well as the temporary orders he has executed as detailed in that Ordinance, and

**WHEREAS**, the City Council has previously ratified the following Emergency Orders which will remain in effect until April 30 unless amended by action of the City Council:

- a) Declaration of a Local State of Disaster and Emergency Related to the Emergence of the Corona Virus/Covid-19 signed March 16, 2020 and as amended March 31, 2020.
- b) Order Closing Entertainment Venues Operating on Galveston Island signed March 18, 2020; and
- c) Order Closing Bars and Restaurants in the City of Galveston signed March 18, 2020;
- d) Order prohibiting the consumption of food within 100 feet of a take-out food establishment signed March 19, 2020;
- e) Order closing guided tours operating on Galveston Island signed March 19, 2020;
- f) Order suspending Licenses to Use for the placement of tables benches and chairs in the public right of way;
- g) Order prohibiting the operation of electronic amusement machines in businesses in the City of Galveston;
- h) Order closing fishing piers and charter operations in the City of Galveston;
- i) Order requiring citizens to stay at home unless engaged in an essential activity of business,
- j) Order closing Public Beaches in the City of Galveston; and
- k) Order prohibiting vehicular traffic from certain beaches from Beach access point 35 west including those around San Luis Pass; and
- l) Order closing Public Beach Access Points west of the western terminus of the Galveston Seawall; and
- m) Amended Order Mandating Closure of Short Term Rental Facilities in the City of Galveston; and
- n) Order closing Bed and Breakfast Facilities and Hotels Operating in the City of Galveston;
- o) Order requiring a Minimum Period of Stay for Recreational Vehicles in RV Parks and prohibiting the parking of Recreational Vehicles in any Public Park or Commercial Parking Lot; and
- p) Order granting City Staff Authority to Suspend the Application of Building Code and Flood Plan regulations to allow Construction and Placement of a Temporary Screening Facility by PHI Aviation LLC.

**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. As set forth in City Ordinances 20-23 and 20-28 and in accordance with Tex. Health & Safety Code §122.006 as well as Tex. Gov't Code § 418.108, commonly referred to as the Texas Disaster Act of 1975, and Article II, Section 15 of The City Charter of

Ordinances, the City Council finds and declares a state of disaster and emergency in the City of Galveston as a result of the impact of the emergence of the Coronavirus/Covid 19 in Galveston County continues to exist in the City of Galveston and should be extended to a date set forth herein.

SECTION 3. The Emergency Orders previously ratified by City Council in Ordinance 20-28, which are incorporated herein by reference as if fully set forth, are modified as designated below:.

Modified	(Yes/No)
_____	Order Closing Entertainment Venues Operating on Galveston Island signed March 18, 2020; and
_____	Order Closing Bars and Restaurants in the City of Galveston signed March 18, 2020;
_____	Order prohibiting the consumption of food within 100 feet of a take-out food establishment signed March 19, 2020;
_____	Order closing guided tours operating on Galveston Island signed March 19, 2020;
_____	Order suspending Licenses to Use for the placement of tables benches and chairs in the public right of way;
_____	Order prohibiting the operation of electronic amusement machines in businesses in the City of Galveston;
_____	Order closing fishing piers and charter operations in the City of Galveston;
_____	Order requiring citizens to stay at home unless engaged in an essential activity of business,
_____	Order closing Public Beaches in the City of Galveston; and
_____	Order prohibiting vehicular traffic from certain beaches from Beach access point 35 west including those around San Luis Pass;
_____	Order closing Public Beach Access Points west of the western terminus of the Galveston Seawall;
_____	Amended Order Mandating Closure of Short Term Rental Facilities in the City of Galveston;
_____	Order closing Bed and Breakfast Facilities and Hotels Operating in the City of Galveston;
_____	Order requiring a Minimum Period of Stay for Recreational Vehicles in RV Parks and prohibiting the parking of Recreational Vehicles in any Public Park or Commercial Parking Lot;
_____	Order granting City Staff Authority to Suspend the Application of Building Code and Flood Plan regulations to allow Construction and Placement of a Temporary Screening Facility by PHI Aviation LLC.

SECTION 4. Of the Emergency Orders modified in the preceding section, the modified orders are attached hereto and are incorporated into the Ordinance.

SECTION 5. A violation of an order set forth above shall be a Class C misdemeanor punishable by fine as allowed by law and as set forth in the specific Order .

SECTION 6. The Mayor, as Director of Emergency Management, is further authorized issue any further Order to provide, or cause to be provided, all arrangements, provisions, and means necessary and proper to affect the coordination of relief and aid programs, and property restoration and rehabilitation programs, for the protection, preservation, and improvement of life and property within the City during the State of Disaster and Emergency.

SECTION 7. These terms of this Ordinance shall remain in effect until 5:00 p.m. on April 30, 2020.

SECTION 8. This declaration of local disaster and emergency activates the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the declaration. All aspects of the City of Galveston Emergency Management Plan not already activated are hereby activated as provided in the plan.

SECTION 9. 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 phase, 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 10. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 11. 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 72hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 12 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:

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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 30th day of April, 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 April, 2020.

---

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



# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

April 21, 2020

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

From: J. Dudley Anderson, Building Program Manager

**Re: Consider for approval a resolution designating authorized signatories for the City's DR-4332 Community Development Block Grant - Disaster Recovery Program Contract Number 20-065-001-B947; authorizing signatures on the Depository/Authorized Signatories Designation Form; and authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.**

### **I. Background**

- A. Under the terms of the grant agreement, the City is required to approve a resolution designating signatories who are authorized to execute grant documents for the draw-down of funds through the State of Texas' Purchase Voucher System.
- B. The resolution authorizes the City Manager, Deputy City Manager, Finance Director, and Controller to sign documents needed for the draw-down of funds and other grant administration purposes. The resolution must be submitted along with the GLO Depository/Authorized Signatories Designation Form.

### **II. Current Situation**

A resolution authorizing signatories for State of Texas Purchase Vouchers and a form designating the City's depository must be submitted to the Texas General Land Office to establish the reimbursement process for grant expenditures.

### **III. Issues**

1. Cost – There is no cost associated with approval of this resolution.
2. Timing – Approval of the resolution is needed to ensure that City personnel can prepare and submit reimbursement requests for grant expenditures, and to ensure the GLO can process those requests.
3. Impact or ramifications – Approval of this resolution will enable the City to begin using DR-4332 CDBG funds.





# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

#### IV. Alternatives in order of priority

1. Approve the resolution authorizing signatories for DR-4332 CDBG funds.
2. Do not approve the resolution.

#### V. Recommendation

Staff recommends approval of the resolution.

#### VI. Fiscal Impact Report

Requested by: J. Dudley Anderson, Building Program Manager

Funding Source: DR-4332 Community Development Block Grant

Respectfully Submitted,

J. Dudley Anderson  
Building Program Manager



**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, DESIGNATION AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO ITS DR-4332 COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (INFRASTRUCTURE) PROGRAM CONTRACT NUMBER 20-065-001-B947; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Galveston, Texas has received a DR-4332 Community Development Block Grant – Disaster Recovery (Infrastructure) award through the General Land Office to provide street improvements; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas General Land Office; and,

**WHEREAS**, an original signed copy of the Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution; and,

**WHEREAS**, the City of Galveston, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide the General Land Office with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised Depository/ Authorized Signatories Designation Form; and,

**WHEREAS**, the City Council deems it to be in the best interest of the public to pass a resolution designated authorized signatories for DR-4332 Community Development Block Grant.

**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 Manager is authorized to execute contractual and environmental review documents between the Texas General Land Office and the City for its DR-4332 Community Development Block Grant – Disaster Recovery (Infrastructure) Program.

**SECTION 3.** The City Manager, Deputy City Manager, Finance Director and Controller will be authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the DR-4332 Community Development Block Grant – Disaster Recovery (Infrastructure) Program

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MEHRAN JADIDI  
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the      day of     , 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 of the City Council  
of the City of Galveston



**RESOLUTION NO. 20-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF TEXAS MEDICAL BRANCH FOR THE PROVISION OF WATER TO THE UTMB LOCATIONS IN THE CITY OF GALVESTON, PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Galveston is a unit of government of the State of Texas is authorized to contract with eligible entities to perform governmental functions and services pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791; and

**WHEREAS**, the City of Galveston operates a public water system which has been designated by the Texas Commission on Environmental Quality (TCEQ) as TCEQ ID No. TX0840003; and

**WHEREAS**, the provision of water is a governmental function and service pursuant to Tex. Civ. Prac. & Rem. Code Ch. 101 pursuant to the Act, the City is authorized to contract with eligible entities to perform governmental functions and services, including the Project; and

**WHEREAS**, UTMB is an eligible entity under the Act with which the City may contract under Interlocal Cooperation Act; and

**WHEREAS**, UTMB has previously operated a public water system which has been designated by the Texas Commission on Environmental Quality (TCEQ) as TCEQ ID No. TX0840272 and desires to maintain that designation; and

**WHEREAS**, the City and UTMB desire to enter into this Agreement for the purpose of allowing UTMB to remain in compliance with TCEQ rules related to its public water system designation; and

**WHEREAS**, the City and UTMB further desire to enter into this agreement to formalize the understanding of each related to the water capacities required by UTMB on an ongoing basis and ensure the City's capability to meet those requirements; and

**WHEREAS**, both the City and UTMB are authorized by law to enter into this agreement and wish to execute it as this time.

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

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

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

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement in substantially the same form as “Exhibit A”, as approved by the City Attorney.

SECTION 4. This Resolution shall be and become effective upon its adoption by City Council.

APPROVED AS TO FORM:

\_\_\_\_\_  
DONALD S. GLYWASKY  
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 30 day of April, 2022 as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

## **EXHIBIT A**

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF GALVESTON  
AND  
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON**

This Interlocal Cooperation Agreement (“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”), a municipal home-rule corporation, being located in Galveston County, Texas, and THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON (“UTMB”), an institution of The University of Texas System, an agency of the state, being located in Galveston County, Texas, each being organized and existing under the laws of the State of Texas.

**WITNESSETH**

**WHEREAS**, the City of Galveston is a unit of government of the State of Texas is authorized to contract with eligible entities to perform governmental functions and services pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791; and

**WHEREAS**, the City of Galveston operates a public water system which has been designated by the Texas Commission on Environmental Quality (TCEQ) as TCEQ ID No. TX0840003; and

**WHEREAS**, the provision of water is a governmental function and service pursuant to Tex. Civ. Prac. & Rem. Code Ch. 101 pursuant to the Act, the City is authorized to contract with eligible entities to perform governmental functions and services, including the Project; and

**WHEREAS**, UTMB is an eligible entity under the Act with which the City may contract under Interlocal Cooperation Act; and

**WHEREAS**, UTMB has previously operated a public water system which has been designated by the Texas Commission on Environmental Quality (TCEQ) as TCEQ ID No. TX0840272 and desires to maintain that designation; and

**WHEREAS**, the City and UTMB desire to enter into this Agreement for the purpose of allowing UTMB to remain in compliance with TCEQ rules related to its public water system designation; and

**WHEREAS**, the City and UTMB further desire to enter into this agreement to formalize the understanding of each related to the water capacities required by UTMB on an ongoing basis and ensure the City’s capability to meet those requirements; and

**WHEREAS**, both the City and UTMB are authorized by law to perform the services as set forth in this Agreement; and

**WHEREAS**, in accordance with the Act, the City, and UTMB, agree that payments for the performance of governmental functions or services are from available current revenues.

**NOW, THEREFORE**, the City and UTMB agree that the respective rights, duties, and obligations, regarding this agreement are as specified in this Interlocal Agreement. For and in consideration of the mutual covenants, obligations, and benefits hereunder, the Parties do hereby agree as follows:

**I.**

The Parties find that the recitations and statements set out above are true and correct.

**II.**

- A. UTMB requires potable treated water delivered to its Galveston facilities on an estimated continuous basis in a capacity to meet a peak monthly demand of 45,000,000 gallons and annual demand of 350,000,000 gallons. The parties agree these amounts are based on historical data but no projects or improvements are currently contemplated by UTMB which would alter those estimated figures.

The City of Galveston will deliver such water through current infrastructure to the UTMB campus in an amount to enable UTMB to meet the minimum production capacity of 0.6 gallons per minute per connection throughout UTMB's distribution system in compliance with 30 Texas Administrative Code 290.45 (f) and 290.46(x) & (y) to the extent those regulations are applicable.

- B. The obligation of the City to provide the water is the City's sole obligation under this agreement; it will be the obligations of UTMB to provide and maintain its distribution system, including any necessary pumps, to enable it to maintain the flow capacity it requires
- C. The parties agree that the General Service Agreements found on the City's Application for Water Service and Refuse Service form apply to this agreement and are incorporated herein by reference.
- D. The City has a drought emergency plan to address the usages of water in the event a drought requires the application of water conservation measures. That plan is incorporated herein by reference. UTMB agrees to follow such plan as a condition of this agreement.
- E. The City will generate monthly billings to UTMB for the services rendered under this agreement and UTMB agrees to make such payments in a timely manner. The parties will exchange the necessary information required to enable such billings and payment upon execution of this agreement by separate writing.

### III.

This Agreement shall be binding on each party hereto for a term of one (1) year from the date of its execution. This agreement shall thereafter renew on an annual basis until terminated by either party. Either party may terminate this agreement at any time for any reason or for no reason at all by giving the other party notice of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of the termination. However, upon termination, any funds owed by one party to another, in part or in whole, shall be paid to the other party without delay, including any refund of monies.

### IV.

- A. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modification of this instrument shall be of no force and effect unless by a subsequent modification in writing signed by all Parties hereto.
- B. 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. Any judicial action under this Agreement shall be done in the courts of the State of Texas, with venue in Galveston County.
- C. Subject to the provisions in Section V, Paragraph B, and to the extent authorized under applicable laws, each Party hereto waives all claims against the other Party hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused by the sole negligence of an officer or employee of the other Party.

### V.

- A. Neither Party waives or relinquishes any immunity, limitation of liability, or defense on behalf of itself, its officers, employees or agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
- B. Each party further agrees that it shall take any and all necessary steps and 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.

**VI.**

- A. Any and all notices or other communications required or permitted to be given pursuant to this agreement, with the exception of monthly billing information, 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 to those identified below. Monthly billing information shall be exchanged under separate writing.

To: City Manager  
City of Galveston  
P. O. Box 779  
Galveston, Texas 77553

To: Steven LeBlanc  
University of Texas Medical Branch at Galveston  
301 University Boulevard  
Galveston, Texas 77555-1116

Copy: Chief Financial Officer  
University of Texas Medical Branch at Galveston  
301 University Boulevard  
Galveston, Texas 77555-0128

- B. 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.
- C. This Agreement is signed, accepted and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**IN TESTIMONY OF WHICH**, this Agreement, in duplicate originals, each having equal force, has been executed on behalf of the Parties hereto as follows; to wit:

- a. It has, on the \_\_\_\_ day of \_\_\_\_\_, 2020, been executed on behalf of the City of Galveston by its City Manager, pursuant to a motion of the City Council authorizing such execution.
- b. It has, on the \_\_\_\_ day of \_\_\_\_\_, 2020, been executed on behalf of the UTMB pursuant to \_\_\_\_\_ authorizing such execution.

This Agreement shall be in effect from the \_\_\_\_ day of \_\_\_\_\_, 2020.

**THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON**

**CITY OF GALVESTON**

By: \_\_\_\_\_  
Cheryl A. Sadro, CPA, MSM  
Chief Financial Officer

By: \_\_\_\_\_  
Brian Maxwell  
City Manager  
City of Galveston

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Colin Hartwell, MBA, MS, CHFM  
Interim Associate Vice President  
Utility and Fleet Operations

By: \_\_\_\_\_  
Janelle Williams  
City Secretary, City of Galveston

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for UTMB

\_\_\_\_\_  
Donald Glywasky, City Attorney



# City of Galveston

## FINANCE DEPARTMENT STAFF REPORT

April 30, 2020

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

From: Michael W. Loftin, Assistant City Manager - Finance

**RE: Consider approving a Resolution authorizing the City of Galveston to adopt rules to ensure the identification, security and confidentiality of electronic solicitations and providing an effective date, utilizing the City's current document management system.**

### **Background:**

The City of Galveston currently accepts only paper responses to solicitations. The responses must be delivered via courier (USPS, FedEx, UPS) or hand delivery. The bids/proposals are then date and time stamped by Purchasing staff. The current process has faced some challenges as a result of the world's unprecedented situation relating to COVID-19.

In response to the obstacles presented by the COVID-19 pandemic, City staff has identified electronic submittals of solicitation responses as a way to overcome those challenges as well as improve the efficiency of the solicitation process. Electronically processing solicitations would reduce the time and cost of resources required to the process the paper solicitation responses.

To provide an electronic means of receiving and securing solicitations, state law requires the City of Galveston to adopt rules for the electronic solicitation process.

Local Government Code Chapter 252.0415 states, "***A municipality may receive bids or proposals under this chapter through electronic transmission if the governing body adopt rules to ensure the identification, security and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.***"

### **Currently:**

The City of Galveston has not adopted rules to accept electronic solicitation submittals from vendors for advertised solicitations.

The staff developed an option that can serve the City's purpose until further research has been performed to select a third-party vendor for the service, if the City decides to pursue that direction.





# City of Galveston

## FINANCE DEPARTMENT STAFF REPORT

The City of Galveston can accept electronic submittals via a form that is located on the City's website using Secure Socket Layer (SSL) protocols. Upon submittal, the bid would be stored in a secured location and remain locked until the Bid Closing date and time have arrived. At that time, the bid would be moved to Purchasing folders in the city's document management solution. Purchasing will then be notified via email that the bid is ready to be opened and viewed.

### **Alternatives:**

Approve the Resolution authorizing the City of Galveston to adopt rules to ensure the identification, security and confidentiality of electronic solicitations and providing an effective date, utilizing the City's document management system.

Do not approve the Resolution or the utilization of the City's document management system.

### **Issues:**

**Cost** – No monetary cost to the City. The workflow required to implement the electronic solicitation process has been developed using in-house information technology resources and fully vetted in the test environment.

**Timing** – Current Fiscal Year – Electronic Bidding prototype has already been developed and staff is ready to rollout implementation immediately upon approval of City Council.

### **Recommendation:**

Approve the Resolution authorizing the City of Galveston to adopt rules to ensure the identification, security and confidentiality of electronic solicitations and providing an effective date, utilizing the City's document management system.

### **Fiscal Impact Report:**

Requested by:

Michael W. Loftin

Assistant City Manager – Finance

Funding Source:

Not Applicable

Estimated Total Cost:

None



**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GALVESTON, TEXAS ADOPTING RULES TO ENSURE THE IDENTIFICATION, SECURITY, AND CONFIDENTIALITY OF ELECTRONIC SOLICITATIONS; AND PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Galveston, Texas, is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, it is necessary for the city to make purchases of supplies, equipment, materials and other things requisite for public purposes; and

**WHEREAS**, the emergence of the novel coronavirus has disrupted the City's preferred methods of procurement, and it is now necessary to implement methods which allow purchases to take place while respecting the safety of staff, vendors, and the public; and

**WHEREAS**, in order to receive solicitations in a more timely and efficient manner, the City Council desires to accept solicitations through electronic transmission; and

**WHEREAS**, Section 252.0415 of the Texas Local Government Code authorizes a municipality to receive solicitations through electronic transmission, provided the governing body of the municipality first adopts rules to ensure the identification, security, and confidentiality of electronic solicitations and to ensure that the electronic solicitations remain effectively unopened until the proper time; and

**WHEREAS**, the City Council, in compliance with Section 252.0415 of the Texas Local Government Code, now deems it necessary to adopt rules to ensure the identification, security, and confidentiality of electronic solicitations

**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 adopts electronic bidding rules to ensure the identification, security, and confidentiality of electronic solicitations, which are attached hereto on Exhibit A.

**SECTION 3.** This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

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MEHRAN JADIDI  
ASSISTANT CITY ATTORNEY

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

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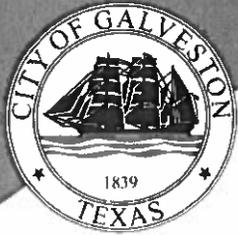
Secretary of the City Council  
of the City of Galveston

## **EXHIBIT “A”**

### **ELECTRONIC SOLICITATION RULES**

When entering into an agreement with a third-party provider (“Provider”) to assist the City with electronic bidding services, such Provider must agree to provide a system that meets the following standards:

- All logins and registered use of the system are required to be performed via a Secure Socket Layer (SSL) which ensures 256-bit encryption to and from individual user’s computers.
- The SSL should be a cryptographic protocol that provides communication security over the Internet, encrypting the segments of network connections above the Transport Layer, using asymmetric cryptography for key exchange, symmetric encryption for privacy, and message authentication codes for message integrity. This protocol allows client-server applications to communicate across a network in a way designed to prevent eavesdropping and tampering.
- The SSL Certificate of the system should encrypt all information moving to and from the website. This means no exchange between the Provider and its visitors can be intentionally or accidentally “overheard” or tampered with by a third party, regardless of whether the visitor is uploading, submitting, or downloading documents, including the viewing of submitted bids and proposals. The SSL Certificate should not only confirm the identity of the Provider to the visitor’s browser, but also should encrypt information sent and received by the Provider.
- The system must utilize a high-grade 256-bit SSL encryption to protect online transactions and use of the system. The coding and encryption of the system must prevent the opening and access of bids and proposals by any user other than the vendor who submitted documents through the Provider’s website. A “security curtain” should be encoded into the system that prevents city staff from viewing the source of vendor submitted bids and proposals and the actual submitted documents until the designated bid closing date and time has passed. With the release of the access and information restriction to the city at the bid closing time, the security curtain instantly falls in place for vendors so they can no longer access the documents they have submitted. This code for the security curtain must be written and password protected within the administrator panel of the system so it is not accessible to general City staff.



# City of Galveston

## DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, FEMA Public Assistance Program Manager  
[twrobleski@galvestontx.gov](mailto:twrobleski@galvestontx.gov) | Office Number: (409) 797-3517 | [www.galvestontx.gov](http://www.galvestontx.gov)

March 21, 2020

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

From: Tesa Wrobleski, FEMA Public Assistance Program Manager

RE: Consider for approval of the Grant Terms and Conditions (Grant Agreement) with the Texas Division of Emergency Management (TDEM) for FEMA Public Assistance (PA) funding for COVID-19 eligible costs and authorizing the City Manager to execute all necessary documents upon final approval by the legal department.

### I. Background

- A. The incident period for COVID-19 for the State of Texas began on January 20, 2020 starting the FEMA eligibility criteria for potential cost reimbursement under the FEMA Public Assistance Program.
- B. Due to the magnitude of COVID-19 the City of Galveston declared a local Disaster on March 16, 2020.
- C. The City submitted a Request for Public Assistance (RPA) to FEMA for Public Assistance funding.
- D. The Texas Division of Emergency Management is the Grantee for the FEMA PA grant program.

### II. Current Situation

- A. The City is currently eligible to seek up to 75% reimbursement on some of the costs for overtime, equipment, materials, and items directly related to the preparation and response specific to COVID-19 activities.
- B. The incident period for the PA funding began on January 20, 2020 and is still ongoing.





# City of Galveston

## DEPARTMENT OF DISASTER RECOVERY

Tesa Wroblewski, FEMA Public Assistance Program Manager  
[twroblewski@galvestontx.gov](mailto:twroblewski@galvestontx.gov) | Office Number: (409) 797-3517 | [www.galvestontx.gov](http://www.galvestontx.gov)

### III. Issues

The Terms and Conditions document (Grant Agreement) is required by TDEM in order to start the COVID-19 reimbursement grant process.

### IV. Alternatives in order of Priority

- A. Approve the Terms and Conditions to accept the Grant Agreement with TDEM for FEMA Public Assistance for COVID-19 funding for reimbursement of eligible costs.
- B. Do not approve the Terms and Conditions to accept the Grant Agreement with TDEM for Public Assistance for COVID-19 funding for reimbursement of eligible costs.

### V. Recommendation

Approve the Terms and Conditions from TDEM and authorize the City Manager to execute all necessary documents upon final approval of the legal department.

### VI. Fiscal Impact Report

Requested by:	Tesa Wroblewski FEMA Public Assistance Program Manager
Funding Source	Current Cost Share is 75% Federal 25% Local

Respectfully Submitted

Tesa Wroblewski  
FEMA Public Assistance Program Manager



## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the grant recipient, \_\_\_\_\_, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for grants administration purposes.

c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for grants administration purposes.

e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

## GRANT TERMS AND CONDITIONS

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
  2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications

## GRANT TERMS AND CONDITIONS

- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

## GRANT TERMS AND CONDITIONS

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or

## GRANT TERMS AND CONDITIONS

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at [grants.tdem.texas.gov](http://grants.tdem.texas.gov) under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

### H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

## GRANT TERMS AND CONDITIONS

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

## GRANT TERMS AND CONDITIONS

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

### **K. Retention and Accessibility of Records.**

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

### **L. Changes, Amendments, Suspension or Termination**

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

## GRANT TERMS AND CONDITIONS

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

## GRANT TERMS AND CONDITIONS

12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant**. TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
  4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices**. All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

# GRANT TERMS AND CONDITIONS

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These 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 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

# GRANT TERMS AND CONDITIONS

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These 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 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

# GRANT TERMS AND CONDITIONS

## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. 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 or 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.
- B. 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 or 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 of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  - 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  - 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  - 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  - 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

# GRANT TERMS AND CONDITIONS

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section .36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These 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) 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 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) 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; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

## GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# GRANT TERMS AND CONDITIONS

## EXHIBIT E

### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

# GRANT TERMS AND CONDITIONS

## EXHIBIT F

### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

## GRANT TERMS AND CONDITIONS

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

# GRANT TERMS AND CONDITIONS

## EXHIBIT G

Match Certification

### **Additional Grant Certifications**

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

### **For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

## Request for Information and Documentation Policy and Guideline

It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

<b>RFI Timelines</b>	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

## GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

\_\_\_\_\_ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

\_\_\_\_\_ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

\_\_\_\_\_ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

\_\_\_\_\_ State of Texas Assurances, hereinafter referred to as “Exhibit D”

\_\_\_\_\_ Environmental Review Certification, hereinafter referred to as “Exhibit E”

\_\_\_\_\_ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

\_\_\_\_\_ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

\_\_\_\_\_ Request for Information and Documentation referred to as “Exhibit H”

**Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.**

\_\_\_\_\_  
**Signature of Certifying Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title**



# City of Galveston

## HUMAN RESOURCES DEPARTMENT

Kent Etienne Jr., Executive Director

Email [ketienne@galvestontx.gov](mailto:ketienne@galvestontx.gov) | Office Number (409) 797-3650 | [www.galvestontx.gov](http://www.galvestontx.gov)

Date: April 30, 2020

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

From: Kent Etienne Jr., Executive Director

**RE: Consider for approval the award of RFP #20-10 to UTEAP to provide an Employee Assistance Program for a three (3) year period and authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney (K. Etienne).**

### BACKGROUND

1. The City of Galveston provides an Employee Assistance Program (“EAP”) to assist employees and eligible dependents in resolving personal conflicts and challenging workplace situations. UTEAP professionals also provide training and education opportunities to City employees, covering a range of topics and offering managers online resources.
2. There is a continued demand by City Staff for an Employee Assistance Program. The annualized utilization rate averaged 5.9% over the previous three-year contract period.
3. The City of Galveston used the RFP process to obtain proposals for the needed services. The City received one (1) proposal in response to the RFP.
4. UTEAP proposed a rate of \$1.05 per employee per month, which would be guaranteed for the duration of the three (3) year agreement. UTEAP also provided an optional two (2) year extension with no increase if needed. If approved, the annual cost for the service would be approximately \$10,800.

### CURRENT SITUATION

1. The City of Galveston needs to obtain a long-term contract for EAP services.

### ISSUES

1. Cost: The City currently pays approximately \$10,000 annually for EAP services through UTEAP. UTEAP has proposed a \$.01 increase per employee per month in response to RFP #20-10.
2. Term: The contract will cover services for a three (3) year period.





# City of Galveston

## HUMAN RESOURCES DEPARTMENT

Kent Etienne Jr., Executive Director

Email [ketienne@galvestontx.gov](mailto:ketienne@galvestontx.gov) | Office Number (409) 797-3650 | [www.galvestontx.gov](http://www.galvestontx.gov)

### ALTERNATIVES

1. Approve the award of RFP #20-10 to UTEAP for a three (3) year period.
2. Deny the approval of the award of RFP #20-10 to UTEAP. Services would be provided to employees on an as-needed basis at an inflated cost.

### RECOMMENDATIONS

1. Concur with Alternative 1.

### FISCAL IMPACT

- |                       |   |
|-----------------------|---|
| 1. Requested by:      | Kent Etienne, Jr.<br>Executive Director of HR, Civil Service & Courts |
| 2. Funding Source:    | 50301-811567-534035-465300  |
| FY20 Budgeted Amount: | \$10,000.00   |
| New Annual Cost:      | Approximately \$10,800.00.  |

Respectfully submitted,

Kent Etienne Jr.,  
Executive Director of HR & Civil Service



**CONTRACT FOR SERVICES**  
**EMPLOYEE ASSISTANCE PROGRAM SERVICES**

This Contract (the “Contract”) is made and entered into this \_\_\_\_\_ day of April, 2020, by and between the City of Galveston (“City”), a Texas home-rule municipality, and **The University of Texas Health Science Center at Houston**, (Company), located at 7000 Fannin Street, Houston, Texas, 77030. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

**WHEREAS**, the City of Galveston desires to obtain services in connection with its “Employee Assistance Program Services”, within the City of Galveston (“City”) and The University of Texas Health Science Center at Houston (“Company”) desires to provide such services; and

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

**Employee Assistance Program Services**

**RFP 20-10**

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

1. **SCOPE OF SERVICES**: Company will provide the services (“Work”) to the City in connection with the Project, more specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective upon execution by the City of Galveston for three (3) years unless sooner terminated under the terms set forth herein. It is agreed that City will have the option to extend the contract for up to two (2) additional years in one-year intervals. To exercise this option, the City shall serve notice a minimum 30 days prior to contract termination. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard or acceptable to the City.
6. **APPROPRIATIONS**: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

7. **SCHEDULE AND DELIVERABLES**: The City and its agencies will cooperate with Company to facilitate the performance of the work described in the contract. Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A.

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

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

9. **COMPENSATION**: The City shall compensate Company for the Work at the agreed upon price of **Exhibit A**. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 7000 Fannin Street, Houston, TX, 77030. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date..

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

**Required Insurance:**

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
  - \$2,000,000** general liability (includes products and personal, etc.)
  - \$1,000,000** fire damage
  - \$1,000,000** automobile damage
  - \$500,000** workers compensation employers' liability
  - Statutory** limits for workers compensationInsurance coverage shall be on an "**occurrence basis**"

11. **TERMINATION**: This Contract may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

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

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

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

14. **ACCESS TO RECORDS**: Upon written request by the City, vendor agrees to provide copies of audited financial statements covering concession operations performed under this agreement.

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

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

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

18. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for Employee Assistance Program Services and Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The Company, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

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

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

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

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

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

The University of Texas Health Science Center  
at Houston  
7000 Fannin Street  
Houston, Texas, 77030

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

**CITY OF GALVESTON, TEXAS**

**THE UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT HOUSTON**

By: \_\_\_\_\_  
Brian Maxwell, City Manager

By: \_\_\_\_\_  
T. Kevin Dillion, Sr. EVP, COO

**ATTEST:**

\_\_\_\_\_  
Janelle Williams, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

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

**THE STATE OF TEXAS       §**  
  **§**  
\_\_\_\_\_ **COUNTY       §**

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of **The University of Texas Health Science Center at Houston**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

## Appendix A – Proposal Document

### Submittal Checklist: (To determine validity of Proposal)

Appendix A (pages 9 through 18) must be included in the submittal.

Appendix B – G (pages 20 through 26) all forms must be complete and included in the 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: *to the extent allowed by the Constitution and laws of the State of Texas for state and government entities.*

Appendix B – Conflict of Interest

Appendix E – Nepotism Statement

Appendix C – House Bill 89 Verification

Appendix F – Non-Collusion Statement

Appendix D – Property Tax Statement

Appendix G – Certification Regarding Debarment

Appendix J (pages 29 through 33) must be included in the submittal.

All Proposals delivered to the City of Galveston shall include this page with the submittal.

**RFP Number:** 20-10

**Project Title:** Employee Assistance Program Services

**Submittal Deadline:** Wednesday, March 25, 2020 @ 2:00 p.m. CST

**Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550  
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553**

#### Proposer Information:

**Proposer's Legal Name:**

The University of Texas Health Science Center at Houston, on behalf of its Employee Assistance Program

**Address:**

7000 Fannin Street

**City, State & Zip**

Houston, Texas 77030

**Federal Employers Identification Number #**

74-1761309

**Phone Number:**

713-500-3327

**Fax Number:**

713-500-3330

**E-Mail Address:**

Monica.K.Guidry@uth.tmc.edu

#### Proposer Authorization

**I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.**

Printed Name and Position of Authorized Representative: T. Kevin Dillon, Sr. EVP, COO

Signature of Authorized Representative: \_\_\_\_\_

Signed this 23 (day) of March (month), 2020 (year)

**Appendix A – Proposal Document (continued)**

**I. *REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

**1. Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City’s Purchase Order.

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

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

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	800	Employee Assistance Services, trainings	\$ 1.05	\$ 840.00
			\$	\$
			\$	\$
		<b>TOTAL ALL LINE ITEMS</b>	\$ 1.05	\$ 840.00

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

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

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years at one (1) year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.

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

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

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) 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 2024) ESCALATION** ..... 0 %  
**SECOND ADDITIONAL YEAR (FY 2025) ESCALATION** ..... 0 %

**4. Proposer's Experience / Staff**

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

**State the number of years' experience the business has: 36; and the number of employees: 14.**

- D. **Project Related Experience:** All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project. Please see Introduction section of Tab 3, Approach and Procedure.
5. **References – This section is required.**

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: City of League City	
Contact Name: Janet Shirley	Contact Title: Director of Human Resources
Phone: 281-554-1014	Email: Janet.Shirley@leaguecitytx.gov
Date and Scope of Services Provided: 2017, Employee Assistance and WorkLife Services	

Reference #2:

Client / Company Name: University of Texas Medical Branch	
Contact Name: Philesha Evans	Contact Title: Asst. VP, Human Resources
Phone: 409-772-8695	Email: paevans@utmb.edu
Date and Scope of Services Provided: June, 2016, Employee Assistance and WorkLife Services	

Reference #3:

Client / Company Name: City of Temple	
Contact Name: Tara Raymore	Contact Title: HR Director
Phone: 254-298-5250	Email: traymore@temple.gov
Date and Scope of Services Provided: 2015, Employee Assistance and WorkLife Services	

Reference #4:

Client / Company Name: City of LaPorte	
Contact Name: Matt Hartlieb	Contact Title: HR Manager
Phone: 281-470-5025	Email: HartliebM@laportetx.gov
Date and Scope of Services Provided: 2006, Employee Assistance and WorkLife Services	

**6. Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This proposal 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. Pricing for this proposal is proprietary and confidential.

**7. Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: N/A
- B. Prime contractor HUB / MWBE registration number: N/A
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # N/A - \_\_\_\_\_ - \_\_\_\_\_.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 800771594
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

**8. Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor’s emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **[purchasing@galvestontx.gov](mailto: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: University of Texas Health Science Center at Houston, UTEAP

Contract #: \_\_\_\_\_

Description: Employee Assistance Program

Primary Contact (Name): Monica Guidry

Primary Contact Phone Numbers: Home: N/A Cell: 713-855-8803

Secondary Contact (Name): Crystal Moore

Secondary Contact Phone Numbers: Home: N/A Cell: 715-501-0521

After Hours emergency opening fee, if applicable: \$ N/A

**9. Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

**Yes, Others can purchase purchase.**                       **No, Only the City can purchase.**

**II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:**

**1. Delivery of Products and/or Services**

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: [accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov). See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to

purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

## 2. Miscellaneous

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

discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

### 3. **Financial Responsibility Provisions**

- A. **Insurance:** The Proposer's liability, as a state governmental entity, and that of its employees, is governed by the applicable provisions of the Texas Tort Claims Act, Chapters 101, 104, and 108, *Texas Civil Practice and Remedies Code*. The Proposer will maintain worker's compensation insurance for its employees pursuant to a self-insured plan authorized by Chapter 503, *Texas Labor Code*.
- B. **Indemnification:** To the extent authorized by the Constitution and laws of the State of Texas, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

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

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer, to the extent authorized by the Constitution and laws of the State of Texas, 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, Offeror 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.

**This form is not applicable to our submitted bid. Since UT Health Science Center is a state entity, the Conflict of Interest Questionnaire (Form CIQ) is not applicable. Chapter 176 requirements do not apply to a contract with a state governmental entity. (See 176.002(b)(1)).**

## Appendix B – Form CIQ

### INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

**THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

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

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

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

**WHEN:** The person or business must file:

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

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

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

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

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

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

**FORM CIQ**

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

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

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

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

**OFFICE  
USE  
ONLY**

Date  
Received

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

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

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

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

\_\_\_\_\_  
 Name of Officer

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

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

**4.**

\_\_\_\_\_  
 Signature of person doing business with the governmental entity

\_\_\_\_\_  
 Date

Adopted 06-29-2007

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

### **Appendix C- House Bill 89 Verification**

These requirements apply to a "Company" which is defined to only include for-profit entity types. UT Health Science Center Houston is a state/government entity

## 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 public funds of the governmental entity.

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or

Business Name) \_\_\_\_\_ (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.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this day, **BEFORE ME**, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_

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

## Appendix D – Property Tax Statement

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

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

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

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

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

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

---

---

University of Texas Health Science Center at Houston

Proposer's Printed or Typed Name

*Keris Dill*

Proposer's Signature

3/23/2020

Date

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

## Appendix E – Nepotism Statement

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

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

If the Proposer or Bidder is an individual:

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

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

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

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

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

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

## Appendix F – Non-Collusion Statement

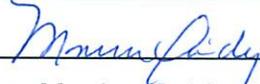
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN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

**VENDOR** The University of Texas Health Science Center at Houston

**ADDRESS** 7000 Fannin, Houston, Texas 77030

**PHONE** 713-500-3327

**FAX** 713-500-3330

**PROPOSER (SIGNATURE)** 

**PROPOSER (PRINTED NAME)** Monica Guidry

**POSITION WITH COMPANY** Executive Director, Office of Employee Assistance Programs

**SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL**  


**COMPANY OFFICIAL (PRINTED NAME)** T. Kevin Dillon

**OFFICIAL POSITION** Sr. EVP, COO

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

**Appendix G – Document 00435  
The City of Galveston, Texas**

**PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

T. Kevin Dillon, Sr. EVP, COO

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

**END OF DOCUMENT 00435-FAA**

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

**Appendix H- No Intent to Submit**

**This form is not applicable since we are replying to RFP**

**Appendix I- ACH/Wire Transfers**

**This form not required until contract award**

## Appendix J – Scope of Services

**1. Project Title: RFP # 20-10 Employee Assistance Program Services.**

**2. Scope of Services Contact**

Questions about the technical nature of the Scope of Services must be directed to the **Purchasing Division**, Phone. 409.797.3579, e-mail: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

**3. Special Conditions**

**There are no bonding requirements for this solicitation.**

**4. Proposal Evaluation Factors**

Emphasis	Factor
40%	Offeror's price competitiveness for available services
20%	Offeror's approach and procedure for an employee assistance program (quality, services, and anti-drug and anti-alcohol in the municipal industry)
15%	Offeror's availability of local facilities, providers, and services
15%	Offeror's staffing and other support
10%	Offeror's qualifications including experience working with other governmental entities with 600 employees or more (proposals should include name of entities)

**5. Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

**6. Key Events Schedule**

Proposal Release Date	February 24, 2020
Deadline for Submittal of Written Questions	March 16, 2020 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	March 25, 2020 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	March 2020
Anticipated Award Date	April 2020

## 7. Scope of Services

### **GENERAL INFORMATION**

1. The City of Galveston is seeking proposals for the provision of the below-referenced services related to an Employee Assistance Program for approximately 800 to 850 full-time Employees and their eligible dependents. Full-time Employees include both Civilian Employees and Civil Service Employees.
2. The proposals should include pricing and description for all levels of services available for a minimum of three (3) years. If pricing is available beyond three (3) years, the responding firm should provide such in its proposal. Pricing should also include any financial compensation or other administrative fees required to be paid to the responding firm.
3. Proposals should include references of governmental agencies currently utilizing the responding firm's Employee Assistance Program or other similar services.
4. The responding firm must submit a list of any outsourced or contracted service providers that are located within the City of Galveston or in close proximity which would allow ease for City Employees to participate in the Employee Assistance Program.
5. Below is a list of the basic services requested by the City. Each responding firm should address the minimum services requested and also include any other services available with the cost for same.
6. The firm who is awarded the Request for Proposals ("RFP") shall be required to enter into a contract with the City for the services being provided for the Employee Assistance Program. The agreement shall be subject to other general terms mutually agreed upon by the parties in order to facilitate and carry out the Employee Assistance Program.
7. The required commitments, if applicable, expected by the City of the responding firm are outlined in the RFP. The additional purchasing requirements of the City detailed in this Request for Proposals (RFP) are made a part of the Scope of Services, as applicable.
8. The responding firm should detail any revisions or deviations deemed necessary in responding to this Request for Proposals. Any other changes or additional information from the responding firm shall be noted in writing as part of the proposal submittal.

### **BASIC SERVICES REQUESTED**

#### **A. Program Delivery**

1. Conduct a one-hour training session for designated supervisors and managers of the CITY to assist in determining and identifying when an Employee needs assistance;
2. Consult with designated supervisors and managers concerning specific Employees whom the CITY has identified as Employees believed to need assistance; and
3. Orient Employees as to the services available through the FIRM's Employee Assistance Program ("EAP") through a one-hour training session or other mutually agreed upon method.

**B. Administrative Management**

1. Coordinate with the CITY's designated liaison(s) concerning the services available;
2. When requested, meet with the CITY's senior management, or designee(s), and/or participate in the CITY's Employee Assistance Advisory Committee or similar group designated by the CITY; and
3. Produce periodic reports and narrative summaries of the services provided for specific time periods. At a minimum, the FIRM shall submit a written quarterly utilization report by the last day of the month following the end of each quarter. The CITY shall determine the quarters once the RFP is awarded which will be outlined in the final contract.

**C. Clinical Component**

1. The FIRM shall provide a toll-free 24-hour answering service that is operational 365 days per year, including nights, weekends, and holidays. The answering service must have:
  - a. Emergency access instructions to reach a crisis intervention counselor or Employee Assistance Program Officer.
  - b. Non-Emergency access instructions to schedule and re-schedule appointments and have general service questions answered.
  - c. Bilingual (English and Spanish) capabilities.
2. During regular business hours, the FIRM shall provide emergency counseling for Employees within four (4) hours of receipt of notice for the need of counseling;
3. After regular business hours, the FIRM shall provide telephone counseling within one (1) hour after actual notice of the need for counseling is received by the CITY or an Employee. The parties understand that the term "actual notice" means when the FIRM receives an electronic signal indicating that a call is waiting to be answered by the CITY, a City Employee, or a direct household dependent of a City Employee;
4. The FIRM shall provide short-term counseling services consisting of a minimum of three (3) sessions per Employee episode; and
5. Provide referrals to private practitioners and community resources when indicated in addition to follow-up services after referral when and if necessary.

**D. Staffing Requirements**

1. EAP Counselor Credentials: To provide EAP counseling and evaluation services for the CITY, a counselor must have a PhD in Psychology, or be a licensed counselor possessing a Master's Degree in Psychology, mental health, social work, or a related field.
2. Substance Abuse Professionals: To be permitted to as a Substance Abuse Professional ("SAP"), the SAP must have one of the following credentials:
  - a. Licensed Physician (Medical or Osteopathy);
  - b. Licensed Certified Social Worker;
  - c. Licensed or Certified Psychologist;
  - d. Licensed or Certified Employee Assistance Professional; or
  - e. Certified Drug and Alcohol Counselor (certified by an industry-recognized program on a state, national, and/or international level).

**E. Educational Component**

1. In coordination with the CITY, the FIRM shall provide three (3) one-hour educational sessions during the term of this Agreement. The sessions will be conducted on dates and at times required by the CITY.
2. Provide educational materials for Employee communications announcing availability and nature of services, managers training manual, and monthly articles/literature for the promotion of the EAP through in-house publication, postings, and/or mail-outs. The FIRM shall provide

to the CITY an initial supply of all available materials (e.g., posters, brochures, cards, etc.) in an amount designated by the CITY.

3. The costs for providing educational and/or promotional materials by the FIRM shall be included in the basic monthly service price.
4. The FIRM shall also provide a website that has information about the FIRM and the EAP Services available to the CITY. The website shall include, at a minimum, the following information:
  - a. Contacts;
  - b. Link to resources;
  - c. Comprehensive program description;
  - d. Live chat support groups;
  - e. Self-assessment questionnaire designed to give the user an objective appraisal of the scope and severity of his/her problems, an opportunity for self-exploration, and links to available information and resources;
  - f. Personal plan programs designed to teach the users about a topic or problem area and provide tools that can improve a particular situation including general information, skill training, demonstrations, online exercises, and homework; and
  - g. Library of topical information to provide the user with how to get started, quick facts, hints, and answers to frequently asked questions along with resources for assistance.

**F. Other Counseling Services**

Should a CITY Employee or direct household dependent receive counseling services from any other section or division of the FIRM or from an outside party, whether or not such counseling is obtained at the recommendation of the FIRM's Employee Assistance Program, those services will not be considered a part of the EAP. Compensation for those services may be determined between the CITY and/or the CITY's Employee and the counseling agency. These outside services may fall within the Employee Health Benefits Plan guidelines if the Employee or dependent is eligible and enrolled.

**G. Order of Proposals**

Proposals will be selected on the Evaluation Factors described above on Page 28. Packages should be ordered in the most responsive way to address the criteria and which best illustrates a match of the Basic Services Requested. **No binders will be accepted, please use binder clips, spiral, or comb binding.** Below is a suggested order.

- A. Required City Forms
- B. Items Addressing Offeror's Price Competitiveness for Available Services
  1. Annual contract rate structure
  2. Financial arrangements including guaranteed contract costs
  3. Special savings
  4. Overall financial impact to the City and eligible participants
- C. Offeror's Approach and Procedure for an Employee Assistance Program (Quality, Services, And Anti-Drug and Anti-Alcohol in the Municipal Industry)
  1. Organization, procedures, and management
  2. Customer service organization, experience, and availability
  3. Reporting capabilities
  4. Plan for transition/implementation
- D. Offeror's Availability of Local Facilities, Providers, and Services

- E. Offeror's Staffing and Other Support
  - 1. Key Staff experience, location, and availability
  - 2. Local representation
  
- F. Offeror's Qualifications Including Experience Working with Other Governmental Entities with 600 Employees or More (Proposals Should Include Name of Entities)
  - 1. References
  - 2. Financial stature of firm
  
- G. Miscellaneous Items/Additional Services Available
  
- H. Revisions or Deviations from Requested Services

*Note: The City's current provider is University of Texas Health Science Center at Houston (UTEAP), since 2013. The zip code census and pricing services sheet are attached on the following pages.*

# Appendix A



## Appendix A – Proposal Document

**Submittal Checklist: (To determine validity of Proposal)**

Appendix A (pages 9 through 18) must be included in the submittal.

Appendix B – G (pages 20 through 26) all forms must be complete and included in the 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 E – Nepotism Statement

Appendix C – House Bill 89 Verification

Appendix F – Non-Collusion Statement

Appendix D – Property Tax Statement

Appendix G – Certification Regarding Debarment

Appendix J (pages 29 through 33) must be included in the submittal.

All Proposals delivered to the City of Galveston shall include this page with the submittal.

<b>RFP Number:</b>	<b>20-10</b>
<b>Project Title:</b>	<b>Employee Assistance Program Services</b>
<b>Submittal Deadline:</b>	<b>Wednesday, March 25, 2020 @ 2:00 p.m. CST</b>

**Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550  
or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553**

**Proposer Information:**

<b>Proposer's Legal Name:</b>	The University of Texas Health Science Center at Houston, on behalf of its Employee Assistance Program		
<b>Address:</b>	7000 Fannin Street		
<b>City, State &amp; Zip</b>	Houston, Texas 77030		
<b>Federal Employers Identification Number #</b>	74-1761309		
<b>Phone Number:</b>	713-500-3327	<b>Fax Number:</b>	713-500-3330
<b>E-Mail Address:</b>	Monica.K.Guidry@uth.tmc.edu		

**Proposer Authorization**

**I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.**

Printed Name and Position of Authorized Representative: T. Kevin Dillon, Sr. EVP, COO

Signature of Authorized Representative: 

Signed this 23 (day) of March (month), 2020 (year)

**Appendix A – Proposal Document (continued)**

**I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

**1. Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City’s Purchase Order.

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

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

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	800	Employee Assistance Services, trainings	\$ 1.05	\$ 840.00
			\$	\$
			\$	\$
		<b>TOTAL ALL LINE ITEMS</b>	\$ 1.05	\$ 840.00

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

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

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years at one (1) year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.

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

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

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) 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 2024) ESCALATION** .....   0   %  
**SECOND ADDITIONAL YEAR (FY 2025) ESCALATION** .....   0   %

**4. Proposer’s Experience / Staff**

- A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

**State the number of years’ experience the business has:   36  ; and the number of employees:   14  .**

D. **Project Related Experience:** All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project. Please see Introduction

**5. References – This section is required.** section of Tab 3, Approach and Procedure.

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

**Reference #1:**

Client / Company Name: City of League City	
Contact Name: Janet Shirley	Contact Title: Director of Human Resources
Phone: 281-554-1014	Email: Janet.Shirley@leaguecitytx.gov
Date and Scope of Services Provided: 2017, Employee Assistance and WorkLife Services	

**Reference #2:**

Client / Company Name: University of Texas Medical Branch	
Contact Name: Philesha Evans	Contact Title: Asst. VP, Human Resources
Phone: 409-772-8695	Email: paevans@utmb.edu
Date and Scope of Services Provided: June, 2016, Employee Assistance and WorkLife Services	

**Reference #3:**

Client / Company Name: City of Temple	
Contact Name: Tara Raymore	Contact Title: HR Director
Phone: 254-298-5250	Email: traymore@temple.gov
Date and Scope of Services Provided: 2015, Employee Assistance and WorkLife Services	

**Reference #4:**

Client / Company Name: City of LaPorte	
Contact Name: Matt Hartlieb	Contact Title: HR Manager
Phone: 281-470-5025	Email: HartliebM@laportetx.gov
Date and Scope of Services Provided: 2006, Employee Assistance and WorkLife Services	

**6. Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This proposal 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. Pricing for this proposal is proprietary and confidential.

**7. Federal, State and/or Local Identification Information**

A. Centralized Master Bidders List registration number: N/A

B. Prime contractor HUB / MWBE registration number: N/A

C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # N/A - \_\_\_\_\_ - \_\_\_\_\_.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 800771594

E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

**8. Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor’s emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **[purchasing@galvestontx.gov](mailto: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: University of Texas Health Science Center at Houston, UTEAP

Contract #: \_\_\_\_\_

Description: Employee Assistance Program

Primary Contact (Name): Monica Guidry

Primary Contact Phone Numbers: Home: N/A Cell: 713-855-8803

Secondary Contact (Name): Crystal Moore

Secondary Contact Phone Numbers: Home: N/A Cell: 715-501-0521

After Hours emergency opening fee, if applicable: \$ N/A

**9. Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

**Yes, Others can purchase purchase.**                       **No, Only the City can purchase.**

**II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:**

**1. Delivery of Products and/or Services**

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: [accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov). See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to

purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
  - (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
  - (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
  - (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
  - (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
  - (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

## 2. **Miscellaneous**

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

discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

### 3. **Financial Responsibility Provisions**

- A. **Insurance:** The Proposer's liability, as a state governmental entity, and that of its employees, is governed by the applicable provisions of the Texas Tort Claims Act, Chapters 101, 104, and 108, *Texas Civil Practice and Remedies Code*. The Proposer will maintain worker's compensation insurance for its employees pursuant to a self-insured plan authorized by Chapter 503, *Texas Labor Code*.
- B. **Indemnification:** To the extent authorized by the Constitution and laws of the State of Texas, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

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

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer, to the extent authorized by the Constitution and laws of the State of Texas, 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, Offeror 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



**This form is not applicable to our submitted bid. Since UT Health Science Center is a state entity, the Conflict of Interest Questionnaire (Form CIQ) is not applicable. Chapter 176 requirements do not apply to a contract with a state governmental entity. (See 176.002(b)(1)).**

## Appendix B – Form CIQ

### INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

**THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

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

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

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

**WHEN:** The person or business must file:

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

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

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

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

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

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

**FORM CIQ**

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

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

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

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

**OFFICE  
USE  
ONLY**

Date  
Received

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

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

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

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

\_\_\_\_\_  
 Name of Officer

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

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

**4.**

\_\_\_\_\_  
 Signature of person doing business with the governmental entity

\_\_\_\_\_  
 Date

Adopted 06-29-2007

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

# Appendix C



### **Appendix C- House Bill 89 Verification**

These requirements apply to a "Company" which is defined to only include for-profit entity types. UT Health Science Center Houston is a state/government entity

## 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 public funds of the governmental entity.

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or

Business Name) \_\_\_\_\_ (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.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

**On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

[SEAL]

\_\_\_\_\_  
**NOTARY PUBLIC in and for the**  
State of \_\_\_\_\_

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

# Appendix D



## 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

---

---

University of Texas Health Science Center at Houston

Proposer's Printed or Typed Name

*Kerri Dillon*

Proposer's Signature

3/23/2020

Date

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

# Appendix E



## Appendix E – Nepotism Statement

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

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

If the Proposer or Bidder is an individual:

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

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

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

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

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

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

# Appendix F



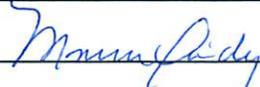
## Appendix F – Non-Collusion Statement

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

**VENDOR** The University of Texas Health Science Center at Houston  
**ADDRESS** 7000 Fannin, Houston, Texas 77030

**PHONE** 713-500-3327

**FAX** 713-500-3330

**PROPOSER (SIGNATURE)** 

**PROPOSER (PRINTED NAME)** Monica Guidry

**POSITION WITH COMPANY** Executive Director, Office of Employee Assistance Programs

**SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL**  


**COMPANY OFFICIAL (PRINTED NAME)** T. Kevin Dillon

**OFFICIAL POSITION** Sr. EVP, COO

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

# Appendix G



**Appendix G – Document 00435  
The City of Galveston, Texas**

**PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

T. Kevin Dillon, Sr. EVP, COO

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



3.20.2020

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

**END OF DOCUMENT 00435-FAA**

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

# Appendix H



**Appendix H- No Intent to Submit**

**This form is not applicable since we are replying to RFP**

# Appendix I



**Appendix I- ACH/Wire Transfers**

**This form not required until contract award**

# Addendum 1





**Date:** 3/18/2020  
**To:** Prospective Proposers  
**Subject:** Addendum No. 1  
Questions and Answers

**This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 2/24/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.**

---

Do you anticipate extending the bid due date? **No**

What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid? **The criteria the City will use on this solicitation is listed in the documents.**

Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com](http://www.mygovwatch.com)? **No**

Other than your own website, where was this bid posted? **Galveston Daily News, Electronic State Business Daily**

Given the current disruptions to many services due to COVID-19, we would like to know if you expect the Closing Date for this proposal to be extended beyond March 25th? **It is not, however, we are encouraging people to send their submittals via UPS or FedEx.**

Please provide a 2019 utilization report if available. If not available, please provide the number of new cases as well as the number of in-person counseling sessions provided in 2019.

**Not available.**

The RFP requests 3 training hours and the current contract provides 10 hours. Is there a reason the City is requesting fewer training hours this time? How many training hours did the City use in 2019?

**These are separate training requirements.**

How many onsite Critical Incident Response hours are included in the current contract? How many hours did the City use in 2019?

**Unlimited; 2 to 4 hours per year average.**

How many hours is each health fair event?

**Up to 2 hours.**



CITY OF GALVESTON – RFP # 20-10  
ADDENDUM # 1  
EMPLOYEE ASSISTANCE PROGRAM SERVICES

Please provide the employee zip code census in excel format

On the City's website; in this solicitation posting.

Is there a M/WBE subcontracting percentage goal that proposers are required to meet? What is the percentage?

No.

From the Scope of Services:

"2. During regular business hours, the FIRM shall provide emergency counseling for Employees within four (4) hours of receipt of notice for the need of counseling;

3. After regular business hours, the FIRM shall provide telephone counseling within one (1) hour after actual notice of the need for counseling is received by the CITY or an Employee. The parties understand that the term "actual notice" means when the FIRM receives an electronic signal indicating that a call is waiting to be answered by the CITY, a City Employee, or a direct household dependent of a City Employee;"

If proposers are not able to meet these requirements in the stated amount of time, is this a disqualifying factor?

No. Please provide comparable availability.

**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 PROPOSAL**

# Appendix J



## Appendix J – Scope of Services

**1. Project Title: RFP # 20-10 Employee Assistance Program Services.**

**2. Scope of Services Contact**

Questions about the technical nature of the Scope of Services must be directed to the **Purchasing Division**, Phone. 409.797.3579, e-mail: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

**3. Special Conditions**

**There are no bonding requirements for this solicitation.**

**4. Proposal Evaluation Factors**

Emphasis	Factor
40%	Offeror's price competitiveness for available services
20%	Offeror's approach and procedure for an employee assistance program (quality, services, and anti-drug and anti-alcohol in the municipal industry)
15%	Offeror's availability of local facilities, providers, and services
15%	Offeror's staffing and other support
10%	Offeror's qualifications including experience working with other governmental entities with 600 employees or more (proposals should include name of entities)

**5. Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

**6. Key Events Schedule**

Proposal Release Date	February 24, 2020
Deadline for Submittal of Written Questions	March 16, 2020 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	March 25, 2020 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	March 2020
Anticipated Award Date	April 2020

## 7. Scope of Services

### **GENERAL INFORMATION**

1. The City of Galveston is seeking proposals for the provision of the below-referenced services related to an Employee Assistance Program for approximately 800 to 850 full-time Employees and their eligible dependents. Full-time Employees include both Civilian Employees and Civil Service Employees.
2. The proposals should include pricing and description for all levels of services available for a minimum of three (3) years. If pricing is available beyond three (3) years, the responding firm should provide such in its proposal. Pricing should also include any financial compensation or other administrative fees required to be paid to the responding firm.
3. Proposals should include references of governmental agencies currently utilizing the responding firm's Employee Assistance Program or other similar services.
4. The responding firm must submit a list of any outsourced or contracted service providers that are located within the City of Galveston or in close proximity which would allow ease for City Employees to participate in the Employee Assistance Program.
5. Below is a list of the basic services requested by the City. Each responding firm should address the minimum services requested and also include any other services available with the cost for same.
6. The firm who is awarded the Request for Proposals ("RFP") shall be required to enter into a contract with the City for the services being provided for the Employee Assistance Program. The agreement shall be subject to other general terms mutually agreed upon by the parties in order to facilitate and carry out the Employee Assistance Program.
7. The required commitments, if applicable, expected by the City of the responding firm are outlined in the RFP. The additional purchasing requirements of the City detailed in this Request for Proposals (RFP) are made a part of the Scope of Services, as applicable.
8. The responding firm should detail any revisions or deviations deemed necessary in responding to this Request for Proposals. Any other changes or additional information from the responding firm shall be noted in writing as part of the proposal submittal.

### **BASIC SERVICES REQUESTED**

#### **A. Program Delivery**

1. Conduct a one-hour training session for designated supervisors and managers of the CITY to assist in determining and identifying when an Employee needs assistance;
2. Consult with designated supervisors and managers concerning specific Employees whom the CITY has identified as Employees believed to need assistance; and
3. Orient Employees as to the services available through the FIRM's Employee Assistance Program ("EAP") through a one-hour training session or other mutually agreed upon method.

**B. Administrative Management**

1. Coordinate with the CITY's designated liaison(s) concerning the services available;
2. When requested, meet with the CITY's senior management, or designee(s), and/or participate in the CITY's Employee Assistance Advisory Committee or similar group designated by the CITY; and
3. Produce periodic reports and narrative summaries of the services provided for specific time periods. At a minimum, the FIRM shall submit a written quarterly utilization report by the last day of the month following the end of each quarter. The CITY shall determine the quarters once the RFP is awarded which will be outlined in the final contract.

**C. Clinical Component**

1. The FIRM shall provide a toll-free 24-hour answering service that is operational 365 days per year, including nights, weekends, and holidays. The answering service must have:
  - a. Emergency access instructions to reach a crisis intervention counselor or Employee Assistance Program Officer.
  - b. Non-Emergency access instructions to schedule and re-schedule appointments and have general service questions answered.
  - c. Bilingual (English and Spanish) capabilities.
2. During regular business hours, the FIRM shall provide emergency counseling for Employees within four (4) hours of receipt of notice for the need of counseling;
3. After regular business hours, the FIRM shall provide telephone counseling within one (1) hour after actual notice of the need for counseling is received by the CITY or an Employee. The parties understand that the term "actual notice" means when the FIRM receives an electronic signal indicating that a call is waiting to be answered by the CITY, a City Employee, or a direct household dependent of a City Employee;
4. The FIRM shall provide short-term counseling services consisting of a minimum of three (3) sessions per Employee episode; and
5. Provide referrals to private practitioners and community resources when indicated in addition to follow-up services after referral when and if necessary.

**D. Staffing Requirements**

1. EAP Counselor Credentials: To provide EAP counseling and evaluation services for the CITY, a counselor must have a PhD in Psychology, or be a licensed counselor possessing a Master's Degree in Psychology, mental health, social work, or a related field.
2. Substance Abuse Professionals: To be permitted to as a Substance Abuse Professional ("SAP"), the SAP must have one of the following credentials:
  - a. Licensed Physician (Medical or Osteopathy);
  - b. Licensed Certified Social Worker;
  - c. Licensed or Certified Psychologist;
  - d. Licensed or Certified Employee Assistance Professional; or
  - e. Certified Drug and Alcohol Counselor (certified by an industry-recognized program on a state, national, and/or international level).

**E. Educational Component**

1. In coordination with the CITY, the FIRM shall provide three (3) one-hour educational sessions during the term of this Agreement. The sessions will be conducted on dates and at times required by the CITY.
2. Provide educational materials for Employee communications announcing availability and nature of services, managers training manual, and monthly articles/literature for the promotion of the EAP through in-house publication, postings, and/or mail-outs. The FIRM shall provide

to the CITY an initial supply of all available materials (e.g., posters, brochures, cards, etc.) in an amount designated by the CITY.

3. The costs for providing educational and/or promotional materials by the FIRM shall be included in the basic monthly service price.
4. The FIRM shall also provide a website that has information about the FIRM and the EAP Services available to the CITY. The website shall include, at a minimum, the following information:
  - a. Contacts;
  - b. Link to resources;
  - c. Comprehensive program description;
  - d. Live chat support groups;
  - e. Self-assessment questionnaire designed to give the user an objective appraisal of the scope and severity of his/her problems, an opportunity for self-exploration, and links to available information and resources;
  - f. Personal plan programs designed to teach the users about a topic or problem area and provide tools that can improve a particular situation including general information, skill training, demonstrations, online exercises, and homework; and
  - g. Library of topical information to provide the user with how to get started, quick facts, hints, and answers to frequently asked questions along with resources for assistance.

**F. Other Counseling Services**

Should a CITY Employee or direct household dependent receive counseling services from any other section or division of the FIRM or from an outside party, whether or not such counseling is obtained at the recommendation of the FIRM's Employee Assistance Program, those services will not be considered a part of the EAP. Compensation for those services may be determined between the CITY and/or the CITY's Employee and the counseling agency. These outside services may fall within the Employee Health Benefits Plan guidelines if the Employee or dependent is eligible and enrolled.

**G. Order of Proposals**

Proposals will be selected on the Evaluation Factors described above on Page 28. Packages should be ordered in the most responsive way to address the criteria and which best illustrates a match of the Basic Services Requested. **No binders will be accepted, please use binder clips, spiral, or comb binding.** Below is a suggested order.

A. Required City Forms

B. Items Addressing Offeror's Price Competitiveness for Available Services

1. Annual contract rate structure
2. Financial arrangements including guaranteed contract costs
3. Special savings
4. Overall financial impact to the City and eligible participants

C. Offeror's Approach and Procedure for an Employee Assistance Program (Quality, Services, And Anti-Drug and Anti-Alcohol in the Municipal Industry)

1. Organization, procedures, and management
2. Customer service organization, experience, and availability
3. Reporting capabilities
4. Plan for transition/implementation

D. Offeror's Availability of Local Facilities, Providers, and Services

- E. Offeror's Staffing and Other Support
  - 1. Key Staff experience, location, and availability
  - 2. Local representation
  
- F. Offeror's Qualifications Including Experience Working with Other Governmental Entities with 600 Employees or More (Proposals Should Include Name of Entities)
  - 1. References
  - 2. Financial stature of firm
  
- G. Miscellaneous Items/Additional Services Available
  
- H. Revisions or Deviations from Requested Services

*Note: The City's current provider is University of Texas Health Science Center at Houston (UTEAP), since 2013. The zip code census and pricing services sheet are attached on the following pages.*



**Date:** 3/18/2020  
**To:** Prospective Proposers  
**Subject:** Addendum No. 1  
Questions and Answers

**This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 2/24/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.**

---

Do you anticipate extending the bid due date? **No**

What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid? **The criteria the City will use on this solicitation is listed in the documents.**

Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com](http://www.mygovwatch.com)? **No**

Other than your own website, where was this bid posted? **Galveston Daily News, Electronic State Business Daily**

Given the current disruptions to many services due to COVID-19, we would like to know if you expect the Closing Date for this proposal to be extended beyond March 25th? **It is not, however, we are encouraging people to send their submittals via UPS or FedEx.**

Please provide a 2019 utilization report if available. If not available, please provide the number of new cases as well as the number of in-person counseling sessions provided in 2019.

**Not available.**

The RFP requests 3 training hours and the current contract provides 10 hours. Is there a reason the City is requesting fewer training hours this time? How many training hours did the City use in 2019?

**These are separate training requirements.**

How many onsite Critical Incident Response hours are included in the current contract? How many hours did the City use in 2019?

**Unlimited; 2 to 4 hours per year average.**

How many hours is each health fair event?

**Up to 2 hours.**



CITY OF GALVESTON – RFP # 20-10  
ADDENDUM # 1  
EMPLOYEE ASSISTANCE PROGRAM SERVICES

Please provide the employee zip code census in excel format

On the City's website; in this solicitation posting.

Is there a M/WBE subcontracting percentage goal that proposers are required to meet? What is the percentage?

No.

From the Scope of Services:

"2. During regular business hours, the FIRM shall provide emergency counseling for Employees within four (4) hours of receipt of notice for the need of counseling;

3. After regular business hours, the FIRM shall provide telephone counseling within one (1) hour after actual notice of the need for counseling is received by the CITY or an Employee. The parties understand that the term "actual notice" means when the FIRM receives an electronic signal indicating that a call is waiting to be answered by the CITY, a City Employee, or a direct household dependent of a City Employee;"

If proposers are not able to meet these requirements in the stated amount of time, is this a disqualifying factor?

No. Please provide comparable availability.

**I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.**

3/23/2020

**Authorized Signature**

**Date**

T. Kevin Dillon, Sr. EVP, COO

The University of Texas Health  
Science Center at Houston

**Printed Name**

**Company Name**

**A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

# Confidential and Proprietary

## Price Competitiveness

This section includes the following:

1. Annual contract rate structure
2. Financial arrangements including guaranteed contract costs
3. Special savings
4. Overall financial impact to the City and eligible participants

UTEAP is honored to be the City of Galveston EAP provider for the past six years. It is our belief that this proposal will provide the City the continued competitively priced and robust EAP and WorkLife Program to your growing number of civilian, fire and police employees and their household members.

UTEAP recognizes that the City of Galveston cannot have surprises regarding the cost for EAP services therefore there are no hidden charges in our proposal. We respect the financial challenges facing the City of Galveston and as a fellow State of Texas government organization, we also understand the need to be financially responsible. UTEAP has identified ways to decrease the cost associated with the delivery of our program through saving on printed materials and looking at technology to help with training and outreach for the City. Although we will provide printed promotional brochures and posters at the implementation of the program, our robust online description of services as well as our ability to provide electronic materials that can be printed on demand or posted to the City website enables us to be more competitive with our pricing.

We are also able to help the City control administrative costs by use of electronic payment-wire transfers, if awarded the contract.

The pricing grid (Appendix A.2.B, page 10 of this packet) outlines the annual financial impact based on a projected 800-850 eligible employees, the specifications in the RFP, and enhancements offered as part of our services to the City.

- **3-visit model for 800-850 employees is \$1.05 per employee per month** (Although the City specified a range between 800 and 850 employees, the per employee rate per month will not change. The annual financial impact to the City will depend upon the number of employees eligible at the beginning of each contract year. These EAP services are provided at no cost to your employees and their dependents and provides them with resources to assist them with many life issues that impact their lives. This program will provide peace of mind to your employees who may otherwise, not be able to easily find solutions.
- UTEAP agrees to the three-year agreement and has provided no escalation in pricing for an additional two years.
- UTEAP is also able, at no additional cost, to provide up to 4 online trainings or live-stream debriefings as a way to support the needs of the city during times that limit staff access to the island.
- UTEAP proposes to attend one day at either the City's benefits fair or health fair per year.
- UTEAP also is providing the City with pricing for optional services that the City might wish to access, should the need arise. These services and pricing are listed at the end of the following table.
- There are no additional administrative fees as part of the program.
- This pricing is all inclusive of the services detailed in the following table below.

<b>Program Access</b>	
24-Hour Toll-Free Phone Access-Licensed Counselor ALWAYS available	Included
Internet Appointment Inquiry	Included
ATT Language Line--140+ languages	Included
Designated Account Manager	Included
<b>Clinical Service</b>	
Face to Face Assessment with Licensed Clinician or tele-counseling services for those employees or dependents who want the convenience of counseling online or via phone. A list of counselors within 50 miles of Galveston are included in RFP appendix	Three Visits
<b>Program Promotion</b>	
Monthly Employee and Leadership Newsletter and WorkLife Newsletter emailed to your organization for distribution and posting on your city website. Employee Newsletter available in Spanish	Included
Online Pamphlets and Posters (Posters also available in Spanish) that can be posted to the city's website	Included
Website branded for City of Galveston WorkLife Services	Included
<b>Training &amp; Education</b>	
Onsite Training and Education –Topics at the choice of the City although (Leadership Training, Employee Orientations, Trauma or Grief Groups, Alcohol-Drug Education, Workshop Topics, etc.)	4 Sessions Per Year
Attendance at Wellness Fairs & Health Promotion Events	1 Day Per Year
Online Employee & Family Orientation Available 24/7	Included
Online Leadership Training Available 24/7	Included
Online Leadership Manuals and Supervisor Tools Available 24/7 online	Included
Online webinars through WorkLife website on personal, professional improvement and family topics	Included
Harassment Prevention	Included
Workplace Diversity Training	Included
Conflict Resolution Training	Included
Drug Free Workplace (Employee)	Included
On-line or live stream debriefings or webinars in the event of a disaster or inability to access the island	4 hours Included
<b>Leadership Support</b>	
Quarterly Utilization Reports	Included
Unlimited Leadership Consultation re Difficult Workplace Situations	Included
Performance Related Mandatory Referrals Case Management & Compliance Monitoring	Included
<b>Work Life Services</b>	
Elder Care Consultation, Referral and Toolkit	Included
Financial Consultation Referral-Free Phone Consultation	Included
Legal Consultation/Referral – 30 min Free Consultation and Free Simple Will	Included
ID Theft & Fraud Protection	Included
Child Care Consultation, a List of Referrals with Vacancy Confirmed and Toolkit for Parents	Included
Financial and Legal Forms	Included
<b>Additional Services at the Discretion of the City of Galveston</b>	
Onsite Training, Support or Education in excess of 6 sessions – Topics at the choice of the City	\$300 per hour
One additional onsite day for Wellness or Benefits Events	\$500 per day
Mediation or Conflict Resolution	\$250 per hour

## APPROACH AND PROCEDURE FOR EMPLOYEE ASSISTANCE PROGRAM

This section includes the following:

Offeror's Approach and Procedure for an Employee Assistance Program (Quality, Services, And Anti-Drug and Anti-Alcohol in the Municipal Industry)

1. Organization, procedures, and management
2. Customer service organization, experience, and availability
3. Reporting capabilities
4. Plan for transition/implementation

### Why We Are Different-Our Organization

UTEAP is based in Houston, Texas and is a program of The University of Texas Health Science Center at Houston (UTHealth). We are a member of the Texas Medical Center and a component of The University of Texas System. In addition to providing EAP services to our own employees since 1982, we have been providing Employee Assistance Program services throughout Texas to municipalities and institutions of higher learning for over thirty-five years. Our EAP has been successful in meeting the needs of these organizations building our service around the unique requirements in today's workplace. Some of these unique workplace issues might include disaster preparedness and post event response, workplace trauma and event recovery.

It is our experience that most organizations need more than an insurance network of mental health clinicians. The City of Galveston deserves an EAP partner that is experienced in working with other municipalities and understands the unpredictability of situations that can occur on the Gulf Coast as well as the special events that the City of Galveston hosts yearly that can challenge the infrastructure and responsiveness of your employees. We also understand that the City of Galveston employees, in all positions, must be exceptional in their ability to maintain composure when dealing with the community. Customer Service Representatives in various departments must always be patient with their customers. Public Works, Utilities, Police and Fire personnel are exposed to traffic and potentially dangerous situations in their daily operations. Park and Recreation staff may encounter behavior problems by visitors who may be disruptive, aggressive, or destructive. Violence at the workplace or away from work impacts your employees, their families and your organization. Alcohol and drug use are a significant risk for safety related positions in your organization. Stress in all industries has increased. Any one of our Houston UTEAP clinical staff has the expertise to help the supervisors or City leadership on the best approach to workplace disruption or distress. For your first responders, UTEAP would respond to help with debriefings or arrange for evaluations after first responders have been involved in traumatic events. Returning to work for these critical employees is not routine.

Our front-line staff and clinicians are acutely aware of the need to deliver a unique service for every telephone caller. The call may be a voluntary employee or a manager calling about a suspected alcohol problem at the workplace. We listen respectfully to each caller and take the time to understand the individuality of each situation. We recognize we have that one moment in time to make a difference with every call. Assisting callers about drug and alcohol problems is a specialized skill that we take pride in facilitating immediately. These calls are handled by our Houston based EAP counselors. This may include handholding the family members through the multitude of choices to be made on their insurance plan, to selecting the best level of care at a facility on their plan. And that is only the beginning. We will continue to engage, call and monitor the employee through the entire treatment process. Involving HR and the manager when needed, will allow you to make plans for coverage at the work site. Our approach is constructive confrontation and counseling creating the best results. We pride ourselves in developing an environment for change and a healthy transition

back to the workplace. Our goal is to assist your employees in solving their personal problems and develop strategies for well-being before their workplace performance suffers. We also offer ways to manage risk for supervisors and managers when dealing with difficult workplace situations. We are strategically located in the Greater Houston area and can personally respond to any unique issue that might occur. Our geographic robust provider network, skilled Account Managers to support your leadership team and metric driven results will give your employees the edge. **We are that EAP!**

## A. Program Delivery

**(1) Management Training:** UTEAP recognizes the importance of Leadership/Management training with the City managers. The training is normally 60 minutes in length. The core components of the EAP are reviewed and basic supervisory techniques are discussed. Examples of difficult situations are presented and if appropriate, various problems can be presented and the group can “role play” their response. During this training, we review the types of referrals available to the City and your employees and family members.

- ❖ Voluntary Referral: An employee or their family member decides that there is a personal life event that is impacting their life and they would like to reach out for assistance. This type of referral is completely voluntary unless the employee or family member signs a release of information for us to let the workplace know.
- ❖ Supervisor Suggestion: An employee or their family member is experiencing a life event that the supervisor is away of. The supervisor shares information on the EAP services with the employee as a way to offer support and hopefully prevent workplace disruption or employee performance problems. The supervisor can choose to call the EAP to let us know they made a supervisor suggested referral or just let the employee call on their own. Only with the approval of the employee and a signed release of information will EAP be able to confirm that the employee contacted EAP.
- ❖ Management Referral: When an employee’s personal life situation is impacting on the workplace, some organizations have policies that allow managers to make a formal referral to the EAP as a means to address the performance issues as well as improve the personal or life issue that is impacting on the employee’s job performance. More details are outlined below.

Every City of Galveston leader attending the training will be provided tools which includes checklists and recommended actions. These resources serve as a reference for your leadership to use in the future when supervising their employees or dealing with performance problems. Information is included on separating work performance from personal problems, coaching on proper documentation and what to expect when meeting with an employee. All training and EAP suggestions will follow the City’s policies and procedures. Supervisory training can be delivered onsite, via webinar or streamed to different locations. It is available online for viewing anytime.

If the City of Galveston needs to provide training to your employees around the Drug Free Workplace, UTEAP will be pleased to assist you in arranging this training. On our UTEAP.org website, there is an online training for employees and supervisors. As you have new supervisors who join the organization, this training can be part of their onboarding education. UTEAP would also be available to provide an onsite training on this topic. There is normally an additional cost for this level of training.

**(2) Management Consultations:** UTEAP will provide *unlimited* telephonic management consultations with UTEAP Account Management team. UTEAP realizes that it is essential our Team be available to your supervisors and managers at times where they may need help, suggestions and support in approaching difficult situations or confronting behavior and performance concerns within the workplace.

When job performance problems surface, we will encourage your supervisors and leadership to coordinate with your HR staff and to call our office and discuss methods to approach the troubled employee and confront the behavior or concern. Consultation with UTEAP staff offers an opportunity to discuss various aspects of the behavior and to develop a “plan of action” that will result in change while ensuring that the action taken is not discriminating or harassing. We want to reassure you that we will always involve your Human Resource Department or other designated individual in these consultations and always refer the supervisor or manager back to your organizational Policies and Procedures prior to taking any action.

Supervisors call for consultation for many reasons, below are examples of a few recent requests.

- *John is a relatively new but skilled IT Help Desk Technician. He is always responsive to internal customers and adds a great deal to the team. Unfortunately, he has been late for work three times in the past week. He says he is simply “not a morning person”. Your staff expects you to “deal with the situation.”*
- *It’s Performance Appraisal time again. You have documented several performance concerns on a long-time employee but last time you confronted the behaviors, he became angry. You need some ideas on a new approach.*
- *Leadership discovers that an incident happened over the weekend at a bar that involved emergency response workers. There were claims that alcohol played a role in the incident but what is your role in addressing the issue since it was off hours?*
- *Three of your administrative support staff members who have always worked well together are “no longer speaking with each other.”*
- *A long-term employee collapses at work and his co-workers take heroic measures to assist him prior to being transported to the hospital. The co-worker seems medically critical. Your team is very upset.*

There are many other reasons why your City leadership and supervisors may wish to contact UTEAP for ideas on approaching situations similar to these. By consulting with UTEAP prior to approaching a behavior or performance concern you may decrease your organization’s risk for liability in the area of harassment, retaliation, hostile work environment and other potential legal actions. In other situations, such as explosive behavior, we will offer suggestions to help to defuse potential risk situations.

#### **Supervisory/Management Referrals:**

UTEAP will work with your City of Galveston HR Leadership to define a process for Management Referrals. Management Referrals can be a very proactive tool to assist employees in changing their performance or workplace behavior. Most often, this type of referral is made following a policy violation. Perhaps an employee has an anger problem and is explosive in the workplace, or a harassment complaint is filed, maybe two team members are in constant conflict or an employee fails a drug or alcohol screen. These are only a few of the many reasons your leadership may wish to make a management referral to UTEAP.

The first step in making a management referral is a telephone consultation with a UTEAP management referral specialist. This individual has received special training, will be assigned to your account and will be your primary contact for making a referral. During the consult, your supervisor will be coached through the process of securing a Release of Information, having the Management Referral Agreement signed, conducting the meeting with the employee and the exact process of making the referral.

Although the EAP does not serve in an official capacity for DOT cases, the EAP Account Managers’ role for non-DOT cases is to support your leadership in applying your policy and freeing your

supervisors, safety managers and human resource staff from the tedious and time consuming monitoring of countless details associated with the return of an employee to full production following a failed drug screen or on the job suspected impairment. All compliance monitoring, case management and monthly reporting is included in our quoted costs.

**(3) Employee Orientation:** Employee orientations provide your employees with valuable information about the EAP benefits offered by UTEAP and your organization. This session gives details about who is eligible for the services, the process for making an appointment and what the employee can expect when they call in. We also want employees to share this information and our website with their dependents. In addition, the training also covers confidentiality and will provide your employees with examples of the most common problem types that are helped through the EAP. This orientation can be available via onsite training, via webinar or streamed to different locations or is available online for viewing anytime so that you can utilize it for ongoing new hires or a refresher for your current staff.

## B. Administrative Management

**(1) Liaison Coordination:** UTEAP will assign an Account Manager, who has experience in working with other municipalities, to meet with the City of Galveston Liaison at contract award and periodically throughout the term of the agreement. This relationship is a key component of a successful EAP program. The more UTEAP is aware of changes, key initiatives, risk factors, City challenges, etc., the more the EAP can be a partner to support the success of the City. Your Account Manager will be the first point of contact for the City to understand these issues and develop a plan.

**(2) Meet with Senior Management:** Your account manager along with UTEAP senior leadership are always available to meet at any time that you request with any City of Galveston official. Also, we will gladly participate in City's employee advisory committee or any like group, when requested.

**(3) Utilization Reports:** Utilization Reports are sent to the City of Galveston every quarter. These reports are easy to read and present a confidential review of clinical assessments, referrals, problem resolution, the number of phone calls received, supervisor consultations, types of problems and other information important in measuring the value of your program and in evaluating the services received. Your organization can use this information to plan future health benefits, select topics for health fairs and other education events and begin to design strategies to contain health care costs. Reports are also available On Demand at no additional cost. When you are preparing reports or budget meetings and have a need for utilization information, simply call our office and your latest utilization information will be sent to you via e-mail. A sample utilization report is available in Tab 9 of this proposal.

## C. Clinical Component

**(1) 24-hour Answering Service:** Employees and family members can contact the EAP in a variety of ways: telephone, email, or via our website just to name a few. Regardless of how they contact us, the EAP is available 24 hours a day, seven days a week, for crisis situations. The after-hours service is provided a protocol to address any crisis call.

(a) After hours and on weekends, the after-hours service will provide 24/7/365 back-up and will handle the calls according to the following procedures:

*Client is suicidal/emergent*

Handle the call according to emergency protocol. The after-hours counselor will stabilize the caller, dispatch emergency services (call EMS or Police Dept.), if required.

▪ Notify UTEAP on-call clinician of the case providing the following information:

- Client name, address and phone number
- Client company/school name

- Emergency contact information
  - Brief description of the incident and current disposition
  - Next day follow up requirements
- Upon stabilization or triage with the caller, the after-hours counselor will send an email notification of the information communicated to the local on-call counselor.
  - The local clinician will follow up with the client per the instructions from the after-hours service, enter information into data system and will notify the after-hours service of hand-off completion.
- (b) During normal office hours, routine calls are handled by the local Houston customer service staff who gather basic demographic information, identify specific requests of the caller and then provide the caller with provider names that match the caller's request. This provider information can be emailed or faxed to the caller so that they can determine which provider they will choose. In the event that the caller needs "in the moment counseling", one of our Houston based counselors will provide telephone counseling, triage, and referral to a provider convenient to the caller.
- Our after-hours phone service also provides assistance at high volume times during the day. For routine calls that are handled by our after-hours services, the protocol is that a message is emailed to our Houston customer service staff who respond to the caller within an hour of the call to make a referral to a requested provider.
- (c) UTEAP is sensitive to meeting the needs of those employees or family members who may not speak English as their primary language. For those callers who speak other languages, the ATT Language Line is used to assist in information gathering and explaining the program. Hearing impaired individuals can access the services through Relay Texas.

- (2) Emergent Issues during Business Hours:** During normal office hours, if a client states that they are in crisis and/or they request to speak with a counselor immediately, the caller is speaks to one of our Houston-based licensed mental health staff at the time of the call. A clinician will assess the client by phone to determine stabilization or need for immediate referral to a local resource. The customer service representative will serve as a resource to the clinician if there is a need to make calls to either law enforcement, family members, or treatment facility.
- (3) Telephone Counseling:** Anytime outside our normal business hours, including nights, weekends and holidays, ALL CALLS are answered by a master's level counselor who provides immediate assistance to the caller and can triage any situation and has access to emergency resources, including local mental health providers that can be accessed. One of our Houston based EAP staff is always on call if in-the-moment counseling is needed. For more routine appointments, a client will have information to schedule an appointment with a local provider within 24-48 hours of the initial call.

Although we encourage in-person counseling sessions for employees and their family members, we also have the capacity to connect the caller to EAP counselors who provide tele-counseling services. There are some employees or family members who may not have access to transportation or, like in today's current health crisis, tele-health is a great option to provide critical services to those unable to travel to offices. We can provide that option.

In addition to calling to set an appointment for face-to-face services, many employees call to simply gather information about UTEAP or to have a specific question answered. These may involve questions such as the following: "I'm really having some problems with my teenage daughter. It seems like every time we talk, we end up yelling at each other." "My mother needs in-home meal services. She refuses to allow me to set up the delivery, what can I say to her to encourage her to take advantage of the services?" "I have been really feeling depressed lately. I really don't want an appointment; can I just talk with someone?"

Regardless of the question or the need for support, we are here to provide reassurance, offer solutions and encourage face-to-face services.

**(4) Short Term Counseling and Referrals to Private Practitioner and Community Resources:** We understand that often it is difficult to make the first call to the EAP to ask for help. Our goal is always to make that call as easy as possible. One way we improve access is through the utilization of *One Number Access* to all services. Your employee or family members are welcome to call the UTEAP twenty-four hours a day, seven days a week. All Customer Service Representatives (CSR's) receive extensive training in telephone response and etiquette and are experts in arranging individualized services to meet the needs of each caller. Through reassurance and a calm approach, they provide the appropriate referrals for counseling, WorkLife services, or schedule multiple levels of service.

At times callers are distressed, tearful or in need of immediate therapeutic support. These individuals will be triaged and able to talk with one of our licensed staff. On more routine calls, the employee will be welcomed to UTEAP, reassured and asked a few brief questions to determine where they work, the type of problem they are experiencing and what geographic area they would like to be seen.

A coordinated referral is then made to one of our UTEAP network providers who is skilled in treating the presenting concern and also covered under the individual's health benefit plan. The goal of the EAP network provider is always to make every effort to solve the presenting problem. When problem resolution is not immediately possible, the therapists will help the employee to clearly identify the problem or concern, develop a treatment plan and implement that plan for ongoing care in the community. We make every effort to refer to a UTEAP provider *under the employee's health benefit plan*.

UTEAP can assist with any work or personal related issue/problem that is causing the employee or family member distress. Our clinicians are trained to start the sessions based upon what the client identifies as the issue. *What is most critical is to help the employee explore the extent to which the problem is impacting on the workplace.* This can include traditional mental health issues, stress, depression, alcohol/drug addiction, marriage and family issues etc.

In addition, our EAP counselors can assist with co-worker conflict, time management, and how to handle issues with a supervisor. Of greatest concern are also issues associated with safety including unsafe relationships, spousal abuse, child abuse and elder abuse. Although our counselors do not provide legal or financial advice, these types of problems impact on an individual's ability to concentrate and can generate significant stress for the individual. Our counselors are available to provide support during these stressful times.

Confidentiality, recordkeeping and the release of information related to EVERY employee's contact with UTEAP are held in strict confidence. Exceptions to Confidentiality are defined by law. Exceptions include the threat of harm to self or others, child abuse and elder abuse and court ordered release of Private Health Information (PHI). Information regarding the use of the EAP by employees or family members is never released to your organization without the written consent of the employee.

#### **D. Staffing Requirement of Network Providers**

UTEAP's Preferred Provider Network includes a wide range of over 800 licensed practitioners located throughout Texas. with over 144 within 50 miles of the City of Galveston offices. Your employees can rest assured that each provider is held to the highest standard of education and performance. Every provider is licensed to practice in their state and credentialed individually by our provider relations staff, prior to being admitted into our network. Almost 10% of our providers hold a doctorate and are licensed psychologists.

We also realize that your workplace is diverse and as a result our EAP Provider Network needs to be diverse in language, ethnicity, gender, and expertise. We have 130+ bilingual Spanish speaking providers in our provider network, with others being skilled in treating individuals with handicapping conditions. Many practices offer services six days per week and in the evenings. As previously mentioned, many also provide tele-counseling services to those employees or family members in remote areas, have transportation deficits or have an illness that prevents them from traveling to offices.

Clinicians who are interested in participation with UTEAP will be invited to apply and sent an application. Adding additional providers to our network is determined by geographic and clinical needs and client requests for a specific provider who is not in our network.

All application packets are assessed for completeness and to determine whether an Applicant meets UTEAP's minimum requirements for participation. UTEAP shall review and determine at its sole discretion whether an Applicant meets UTEAP's minimum requirements.

Except as required by state law, these requirements may include, but are not limited to, the following:

1. A doctoral and/or master's level psychologist who is licensed by the state for independent practice and has a doctoral/master's level clinical degree from an accredited college or university; or
2. A doctoral and/or master's level social worker who is licensed by the state for independent practice; or
3. Other doctoral and/or master's level behavioral health care specialist, including professional counselor, marriage and family counselor, mental health counselor, licensed chemical dependency counselor, who is licensed to practice independently in the state in which they practice.
4. Other behavioral health Clinician licensed by the state for independent practice and required by the state to be accepted for UTEAP participation. Possess a current professional license without restrictions, conditions or other disciplinary action.
5. Be participating and/or have an absence of exclusions or debarment from participation in Medicare, Medicaid or other state or federal health care program.
6. Have an absence of malpractice lawsuits, judgments, settlements or other incidents that indicate a Competency or quality of care issue.
7. UTEAP does not credential psychiatrists or other MD level providers into our EAP network.
8. We do not credential providers who only have a SAP credential. These provides must also meet the credentialing and licensing requirements outlined in 1-4 above.

## E. Educational Component

In addition to the Manager Training at the beginning of the contract implementation, UTEAP has included in our proposal (3) one-hour trainings per year for the City of Galveston to use as the City deems necessary to meet your organizational needs. Some of the most requested topics include:

- Stress Management
- Civility in the Workplace
- Managing the Generation Gap
- Substance Abuse and the Workplace
- Tools of Effective Communication
- Time Management
- Anger Management

**Promotional Materials:** UTEAP agrees to provide educational and promotional materials as part of our ongoing promotion of the EAP. We will send you a variety of materials that you can distribute to your employees to promote the EAP. These include trifolds and posters. Some promotional materials are available in both English and Spanish. Samples are included in the RFP packet.

**Newsletters:** You will also receive electronic materials on a monthly basis that will help educate your employees about the variety of services available through the EAP and help them stay aware of the available resources. These newsletters for employees, supervisors and WorkLife services are also available online at [www.uteap.org](http://www.uteap.org). Samples are included in the RFP packet.

**Online Services:** [www.UTEAP.org](http://www.UTEAP.org)

More and more people are expecting their EAP to have online service delivery capabilities. Tech savvy employees and their families are welcome to use our web site to access a wide range of services. Web based services are not meant to take the place of face-to-face assessment but they are particularly important to those who communicate via the web, through texting or for employees or family members with physical or emotional handicapping conditions, those who lack adequate transportation and those who may be in the active reserves and may need assistance coordinating care for family members when they are out of the country or stationed out of the area.

This web site is the starting point for all employees and their family members to access information about the EAP. The employee clicks the “For Employees” box and can then search information about calling for an appointment, accessing newsletters as well as our on-demand orientations and links to our WorkLife web services. This is also the place that UTEAP uses to provide critical information about resources and tools in the event of disasters or critical events.

Supervisors can click the “For Supervisors” box and can have access to newsletters, on-demand trainings as well as information to share with their employees. This is a site specifically geared towards supervisors to provide valuable support and tools assisting with the difficult and sometimes confusing process of addressing employees with job performance issues.

UTEAP contracts with Resources for Living to provide our WorkLife services and after hours call center. This contract provides seamless services to the City and your employees and is purposefully integrated into our everyday operations.

The City of Galveston will have a personalized web landing page for its employees and family members. You can access the WorkLife webpage either from our [uteap.org](http://uteap.org) website under “self-directed website” or go directly to [www.MyLifeValues.com](http://www.MyLifeValues.com). From this website, employees and family members can get information on the WorkLife services available to them.

**Username: COG | Password: COG**

Employees and managers will be able to access timely and useful information in the areas of individual, family, and work-related services. The website guides individuals to the selection of services that best suit their problem, which can then be provided online or through traditional phone or office-based visits, depending on the specific service.

Web Resources available on [www.MyLifeValues.com](http://www.MyLifeValues.com) include:

- A number of self-assessments on medical, emotional and wellness functioning and resources. This also has a proprietary app **MINDCHECK** that employees can use

confidentiality and daily around current levels of stress, distress, anxiety or depression. Based on their answers to the screening tool, users will be given information about ways to cope or improve their health.

- Proprietary databases to search over 1,000,000 resources in the areas of childcare, home health care, nursing care, residential care, schools, colleges, health clubs, pet services, and more
- Legal and financial resources including over 5,000 enhanced legal and financial forms, along with informative articles and over 45 financial calculators
- Online recorded webinars and self-directed articles geared towards staff, and supervisors on a variety of topics
  - Workplace Conflict
  - Communication with Teens
  - Parenting Skills
  - Homework Skills
  - Dealing with Conflict
  - Financial Health and Debt Reduction
  - Effective Time Management
  - Employee Drug Free Workplace Education
  - Valuing Diversity
- A library of topical information, guides and resources useful to the user such as adoption, applying for scholarships, real estate concerns, dealing with natural disaster or traumatic events, career and workplace as well as access to national discounts, etc.

## F. Other Counseling Services

UTEAP recognizes that should a City of Galveston Employee or eligible dependent receive counseling services from any other section or division of UTEAP or from an outside party, whether or not such counseling is obtained at the recommendation of UTEAP, those services will not be considered a part of the EAP. UTEAP will coordinate those services through the employee's health benefits plan or to a community provider in which the cost will be the responsibility of the employee or the eligible dependent.

UTEAP would also like to offer City of Galveston employees and their family members with an additional level of service. Many of our counselors now offer approved and effective tele-counseling sessions that can be authorized through the EAP. This level of service is similar to what medical providers are offering their patients for both convenience and timeliness of services. In addition, there are some employees or family member who have limited transportation options or live in remote areas with limited counselor available. This tele-counseling program is based on the needs of the employee or family member, not UTEAP.

## G. Customer Service and Quality

All calls are handled by our UTEAP Intake Coordinators. After talking with the client and based on the need presented, they will receive assistance via Counseling services or WorkLife Services (WLS). The UTEAP Intake Coordinators or clinical staff gathers basic demographic and related information and a specific list of Network Providers is sent to the Client via email or phone. The selected list of Network Providers is based on several factors including: Clients request, specialty area of treatment, gender or language requests, location, hours of operations and we always make every attempt to expertly match clients with a UTEAP Network Provider who is covered under the clients Health Benefits. Information on each Provider is listed and includes their office location, contact number and hours of operation. The Client may contact any or all of the providers on the list to ascertain their availability and make an appointment. Clients are called by our Customer Service Representative to confirm a connection with an EAP Network provider within 5 business days after a Referral List has been sent. Any issues

regarding complaints received from Clients that pertain to Network Providers' is logged and tracked in our complaint database. All Quality concerns are reviewed immediately by the Executive Director of UTEAP and addressed.

After the completion of EAP sessions, a Client Satisfaction Survey, from an independent quality organization, is sent to clients (prior consent by the employee is required) 30 days after the last EAP session to ensure that the EAP has met their needs. Feedback is welcomed and all responses are anonymous.

In instances where there are high risk cases (crisis), the Client is connected immediately to an In-house Counselor or will receive a call from the In-House Counselor within an hour of the initial call. UTEAP Counselors are accessible 24 hours/7 days.

We have found that by case managing employees that have addiction, psychiatric or other "high risk" issues that continued monitoring of compliance gives each employee another layer of accountability. This result then motivates the employee and helps to ensure productivity in the workplace environment. Case management has been shown to become a very valuable tool for the human resources department to show investment in a long-term employee and increases employee retention.

For management referral to the EAP, compliance reports are sent routinely to the HR contact and a final compliance report once treatment and monitoring has been completed sometimes extending over a six-month period.

**Clinical Standards:** Being affiliated with the University of Texas Health Science Center at Houston, our EAP is held to the highest clinical standards not only by our customers but also by the standards and protocols of our parent organization. From HIPAA and Recordkeeping, to Operational Compliance, to Legal and Financial Compliance, our EAP is monitored and regularly evaluated by our internal Office of Institutional Compliance. There is even an anonymous Compliance Hotline made available to staff and customers to report any concerns.

## H. Transition Plan/Implementation

If awarded the contract for the EAP, UTEAP's proposed implementation plan for COG will require minimal time since we are the current provider with the City however we have outlined our plan below:

Upon Award of Contract:

- Coordinate with a COG designated liaison to ensure that the program plans comply with the company's existing policies and procedures.
- Develop a program policy statement to review policies and procedures of the program.

Approximately Two Weeks before Program Start Date:

- Assist in the design of a letter of introduction from the City explaining the program, to be distributed to employees to inform them of the program and its services.
- Provide employee brochures, handbooks, wallet cards for all current and new employees, as well as posters for distribution in college buildings.

Week of Program Start Date:

- Conduct the employee orientations as we described above for all current COG employees, describing the EAP, explaining the method of accessing its services and answering any questions.

- Provide monthly electronic newsletters for distribution to employees and supervisors

Within Two Weeks after Start Date of the Program:

- Conduct the leadership trainings we described above. Supervisors and managers will be trained to monitor employee work performance, conduct constructive confrontation interviews with troubled employees, and make effective referrals to the Employee Assistance Program. Primary objectives of management training are: 1) to make supervisors and managers aware of the policies and procedures of the institution and how to utilize the UTEAP as a positive intervention tool; and 2) to advise supervisors and managers of the importance of informing employees about the UTEAP as an alternative to disciplinary action. Supervisors and managers are provided with a Leadership tools for quick consultations.

Ongoing Throughout Program:

- Provide managers with ongoing unlimited telephone management consultation to EAP specialists to discuss work performance of employees and assist supervisors and managers in making effective intervention and subsequent referral to the UTEAP. Monthly electronic links to employee and supervisor newsletters are sent to the City of Galveston Liaison. Quarterly and Year-End utilization reports are sent to the City of Galveston Liaison.

## Availability of Local Facilities, Providers and Services

This section contains Offeror's Availability of Local Facilities, Providers, and Services

UTEAP is based in Houston, Texas and is a program of The University of Texas Health Science Center at Houston (UTHealth). Our office is located in the Texas Medical Center at 7000 Fannin St, Suite 1670. All of our UTEAP Administrative and Account Management staff are located within 1 hour of the City of Galveston.

UTEAP also has developed a disaster response plan for our services which includes the ability to answer our phones remotely and continue to provide EAP services via tele-counseling for those City employees unable to travel or even leave their homes. All of our data is on two offsite servers and the data is backed up every evening. Our after-hours back up service has five locations throughout the US and can provide assistance to us during an emergency situation also.

UTEAP's Preferred Provider Network includes a wide range of over 800 providers in Texas, with 144 providers within 50 miles of the City of Galveston offices. Your employees can rest assured that each provider is held to the highest standard of education and performance. Every provider is licensed to practice in their state and credentialed individually by our provider relations staff, prior to being admitted into our network. Almost 10% of our providers hold a doctorate and are licensed psychologists.

We also realize that your workplace is diverse and as a result our EAP Provider Network is diverse in language, ethnicity, gender and expertise. We have 128 bilingual Spanish speaking providers in our provider network, with others being skilled in treating individuals with handicapping conditions. Many practices offer services six days per week and evening hours as well.

A listing of the providers available within 50 miles of the City of Galveston offices is on the following pages:

## *Galveston Area Providers (50 mi radius)*

Staff Name	Credentials	Street	City	Zip	Phone
Ashley Sanford	Psychologist	720 Rusk St.	Houston	77002	(832)510-7063
Linda Harris	LPC	3401 Louisiana Suite 140	Houston	77002	(832)969-7440
Catherine La Verne Mukes	LPC	1319 Live Oak St.	Houston	77003	(713)231-6801
Lesajean Jennings	Psy.D.	1319 Live Oak Street	Houston	77003	(713)225-2280
Lou Guillory	LMFT, LCDC	4702 LaBranch Street	Houston	77004	(713)528-7007
Xyna Bell	Psychologist	2225 Hermann Dr.	Houston	77004	(713)522-3015
Alelia Watson	LPC	5311 Kirby Dr. Suite 101	Houston	77005	(713)320-9166
Chari Westcott	LPC	3400 Bissonnet St. Suite 270	Houston	77005	(832)557-5986
Elise Gunst	LPC, LMFT	1720 Sunset Blvd	Houston	77005	(713)522-8200
Wendy Campbell	LCSW	2421 Tanglely Ste. 117	Houston	77005	(713)380-9475
Ana Maria De Paiva	LCSW	1215 Barkdull	Houston	77006	(713)659-4242
Danielle Bowman	LPC	1401 Richmond Ave. Suite 250	Houston	77006	(346)320-3195
Danilo Novoa	LCSW, LCDC	4318 Stanford St.	Houston	77006	(713)992-5010
Eboni Harris	LPC	1401 Richmond Ave. Suite 290	Houston	77006	(832)384-4445
Isabel Denkler	LCSW	4200 Montrose Blvd Suite 510	Houston	77006	(713)315-1069
James "Jim" Trenchard	LCSW	4203 Montrose Blvd. Ste. 480	Houston	77006	(713)449-4806
John Barnett	LPC	516 Sul Ross St.	Houston	77006	(281)222-0129
Renee Armstrong	LPC	1712 Fairview	Houston	77006	(832)799-8587
Renelda Roberson	LPC	1401 Richmond Ave Suite 280	Houston	77006	(713)642-1500
Steven Melton	LPC, LMFT	428 Lovett Blvd	Houston	77006	(713)560-6496
Jocelyn Perkins	LPC	1111 Robbie St.	Houston	77009	(713)819-5676
Blanca Hanus	LPC	331 Freeport St.	Houston	77015	(713)637-6000
De'Audra Whiting	LCDC	331 Freeport St.	Houston	77015	(713)637-6000
Doris Ziboh	LCSW	331 Freeport St.	Houston	77015	(713)637-6000
Heather Richard	LPC	331 Freeport St	Houston	77015	(713)637-6000
Latranda Thurmond	LCDC	331 Freeport St.	Houston	77015	(713)637-6000
Linda Thompson	LPC	331 Freeport St.	Houston	77015	(713)637-6000
Nichala Davidson	LPC	331 Freeport St.	Houston	77015	(713)677-6000
Penny Lezak	LPC	12655 Woodforest Blvd Suite 700	Houston	77015	(713)453-2300
Dorothy Ashley	LMFT, LCDC	5330 Griggs Road Suite C-106	Houston	77021	(713)443-6047
Alice Lee	LMFT	10305 S. Main St.	Houston	77025	(281)772-4424
Deborah Myles McGinty	LPC	11303 Chimney Rock Suite 400A	Houston	77035	(713)551-2063
Charissa Hall	LPC	6201 Bonhomme Rd. 185N-T	Houston	77036	(832)786-1180
Antonia Moore	LCSW	7505 Fannin St. Ste. 310	Houston	77054	(713)349-9796
Kewana Davis	LPC	2626 South Loop West Suite 650 Y	Houston	77054	(281)447-1922
Lela Bamberg	LPC	2646 South Loop West Suite 505F	Houston	77054	(281)804-1900
Misty Rivon	LCSW	2600 S Loop W Suite 289	Houston	77054	(832)280-6202
Virginia Elam-Manning	LPC, LCDC	2626 S. Loop W. Suite 650H	Houston	77054	(281)904-6483
Willie Mae Lewis	LPC	2626 S Loop West Ste. 430	Houston	77054	(713)521-7040
Connie Austin	LPC	1335 Regent Park Dr. Suite 240	Houston	77058	(713)222-2525
Dawn Drucker	LMFT, LCDC	1002 Gemini St Ste. 205	Houston	77058	(281)218-8181
Delee D'Arcy	LPC, LMFT	17045 El Camino Real Suite 211	Houston	77058	(713)302-6698
Donna Henn	LPC	1120 Nasa Parkway Suite 305	Houston	77058	(832)816-4441
Eunice Contreras	LPC	1335 Regents Park Dr. Suite 240	Houston	77058	(713)222-2525
Gayle McAdoo	LPC, LMFT, LCDC	16821 Buccaneer Ln Suite 119	Houston	77058	(281)280-8641
Harriet McCune	LPC	1335 Regents Park Dr Suite 240	Houston	77058	(832)864-0000
Helen Humphries	LMFT	1300 Bay Area Blvd Suite 240	Houston	77058	(713)862-2713
Jacquelyn Poteet	LMFT	1335 Regents Park Dr. Suite 240	Houston	77058	(713)222-2525

Jamee Wilson	LPC	1335 Regents Park Dr. Suite 240	Houston	77058	(713)222-2525
Jeanne Ewing	LCSW	1350 Nasa Parkway Suite 112	Houston	77058	(713)503-0611
Jennifer Hobson	LPC	1322 Space Park Dr. B123	Houston	77058	(832)757-5014
Jennifer Kuhl	LPC	1335 Regents Park Dr Suite 240	Houston	77058	(832)864-6000
Katerina Hewson	LCSW	1110 Nasa Parkway Suite 545J	Houston	77058	(713)253-1433
Lee Cox	LPC	1335 Regents Park Dr Suite 240	Houston	77058	(832)864-6000
Lisa Cambiano	LPC, LMFT	1335 Regents Park Dr. Suite 240	Houston	77058	(713)222-2525
Mark Groblewski	LCSW	1110 Nasa Parkway Suite 545K	Houston	77058	(832)687-7915
Patricia Peoples	LPC	1120 Nasa Parkway Suite 305	Houston	77058	(281)434-9985
Pierre Matta	LMFT	1300 Bay Area Blvd Suite 240	Houston	77058	(713)862-2713
Randy Brazzel	LMFT, LPC	1345 Space Park Drive Suite D	Houston	77058	(281)333-3246
Rhonda West	LPC	16852 Royal Crest Dr.	Houston	77058	(979)236-5086
Ronda Wegman	LPC	1110 NASA Parkway Suite 470	Houston	77058	(713)706-8300
Rose Huss	LMFT, LPC	1335 Regents Park Dr Suite 240	Houston	77058	(832)864-6000
Sharon Bayus	LPC	1335 Regents Park Dr Suite 240	Houston	77058	(832)864-6000
Shelly Kessinger	LPC	1300 Bay Area Blvd Suite 240	Houston	77058	(713)862-2713
Stacey Ecord	LPC	1002 Gemini Suite 206	Houston	77058	(281)450-5546
Stephanie Dietrich	LCSW	16852 Royal Crest Dr.	Houston	77058	(281)305-8552
Tammy Zwarst	LPC, LMFT	1110 Nasa Pkwy Suite 545T	Houston	77058	(281)728-6973
Tom Wilbeck	LPC	1335 Regents Park Dr. Suite 240	Houston	77058	(713)222-2525
Stephanie Davis	LPC	8405 Alameda Genoa Suite V	Houston	77075	(832)359-7735
Iris Chang	LPC, LMFT	7001 Corporate Drive Suite 215	Houston	77096	(713)893-5904
Brandon Peters	LPC	3701 Kirby Dr. Suite 570	Houston	77098	(832)654-3147
C. Patrick Brady	Psychologist	2211 Norfolk St. Ste 140	Houston	77098	(713)526-6085
James Jones	LPC	3100 Richmond Ave. Suite 105	Houston	77098	(713)524-9409
Jesse Reed, III	Psychologist	3801 Kirby Dr Suite 108	Houston	77098	(713)268-4452
Jessica Henderson	LPC	2900 Richmond Suite 209	Houston	77098	(713)299-7357
Jim Armsworth	LCSW	3801 Kirby #246	Houston	77098	(713)999-4704
Lynn Reasoner	LCSW	3100 Richmond, Suite 105	Houston	77098	(713)249-9106
Toby Howell	LCSW	3131 Eastside St #435	Houston	77098	(832)380-9941
Andrea Skoglund	LCSW	4502 Riverstone Ste. 804	Missouri City	77459	(832)247-8066
Omar Sesay	LPC	2700 Lake Olympia Pkwy Ste. 204	Missouri City	77459	(713)292-7598
Marcos Elizondo	LCDC	825 E. Southmore Ave Suite 100	Pasadena	77502	(281)841-2545
Tara Warner	LPC, LCDC	2601 Pasadena Blvd	Pasadena	77502	(713)475-0072
Ana Valenzuela	LPC	6021 Fairmont Parkway Suite 200	Pasadena	77505	(281)769-2238
Ashley Gonzalez	LPC	6021 Fairmont Parkway Suite 200	Pasadena	77505	(281)769-2238
Elizabeth Wills	LPC	5151 E Sam Houston Pkwy S	Pasadena	77505	(281)769-2238
Heather Lambert	LPC	5151 E Sam Houston Pkwy S	Pasadena	77505	(281)760-8454
Jacquelyn McGreggor	LPC	6021 Fairmont Pkwy Suite 200	Pasadena	77505	(281)769-2238
Karla Solis-Auces	LPC	6021 Fairmont Parkway Suite 200	Pasadena	77505	(281)769-2238
Melanie Murphey	LCSW	6021 Fairmont Parkway Suite 200	Pasadena	77505	(281)769-2238
Shawn Taylor	LPC, LCDC	6021 Fairmont Parkway Suite 200	Pasadena	77505	(281)769-2238
Tracy Skripka	LPC	6021 Fairmont Parkway Suite 200	Pasadena	77505	(281)769-2238
Cindy Castillo	LPC	607 E. House St.	Alvin	77511	(346)242-6663
Danny Edwards	LMFT, LPC, LCDC	750 Dezso Dr.	Alvin	77511	(281)857-7790
Deborah Higgs	LMFT, LPC	1600 E Hwy 6 Suite 375	Alvin	77511	(281)331-2222
Elizabeth Sardelich	LPC, LMFT	305 E. Mulberry	Angleton	77515	(979)848-0766
Joseph Gardzina	LCDC	2512 N. Velasco Suite 300	Angleton	77515	(979)480-3327
Clara Monroe	LPC	617 W Sterling	Baytown	77520	(713)475-0072

Daniela Fant	LCSW	2307 N. Alexander Dr.	Baytown	77520	(832)466-6257
Janet Thompson	LMFT, LPC	1003 Polly Street	Baytown	77520	(281)422-7787
Kay Shroyer	LPC	1209 Decker Dr. Ste. 201A	Baytown	77520	(281)793-2151
Melody Avants	LPC	417 Oak Haven	Baytown	77520	(915)412-7784
Susan Heimbaugh	LMFT, LPC	1003 Polly Street	Baytown	77520	(281)427-0453
Kevin Jones	Psychologist	4721 Garth Road Suite A-300	Baytown	77521	(281)427-1115
Cynthia Nicolini	LMFT	9511 N. Hwy 146 at Warren Rd.	Baytown	77523	(713)252-4801
Julia Meadows	LPC	4650 Center Street	Deer Park	77536	(832)794-0646
Rachel Levesque	LPC	2401 Termini St. Suite C	Dickinson	77539	(409)938-4814
Brittany Gomola	LPC	1560 W. Bay Area Blvd. Suite 170	Friendswood	77546	(281)241-6961
Deborah Coppersmith	LPC	150 W. Shadowbend Dr. Suite 100	Friendswood	77546	(713)542-9332
Hong Tran Klein	LPC	607 S Friendswood Dr. Ste. 1	Friendswood	77546	(281)998-6888
Kari Moll	LPC	3526 E. FM 528 Rd Suite 207	Friendswood	77546	(281)819-7004
Kathy Molinaro	LPC	150 W. Shadowbend Suite 200	Friendswood	77546	(832)895-0321
Rhonda Harvey	LCSW	3526 E. FM 528 Rd. Suite 207	Friendswood	77546	(281)819-7004
Veronica Bowler	LCSW	3526 E. FM 528 Rd. Suite 207	Friendswood	77546	(281)819-7004
Caroline Gaddis	LPC	2200 Market St. Suite 600	Galveston	77550	(409)762-8636
Deanna Kasper	LPC	8610 Seawall blvd STE 205	Galveston	77550	(409)392-0592
Eric Wells	LPC	710 39th St	Galveston	77550	(832)563-8623
Esmeralda "Amy" Kovach	LCSW	305 21st Street Suite 248	Galveston	77550	(409)939-6483
Sabra Laval	LPC, LMFT	2121 Market Suite 206	Galveston	77550	(409)549-0879
Deanna Ball	LPC, LCDC	6511 Stewart Rd Suite 7-3	Galveston	77551	(409)392-5502
Nina Dillenbeck	LPC	6511 Stewart Road Suite 1C	Galveston	77551	(443)398-1700
Sandra Alvarez	LPC	129 Circle Way St. Suite 108	Lake Jackson	77566	(979)487-9300
Karen Price	LMFT, LPC	614 W. Main St. Suite 102	League City	77573	(281)554-9994
Larna Loeckle	LPC	1725 East Main	League City	77573	(281)332-3300
Regina Andrews Duarte	LCSW	2630 Swift Creek Dr.	League City	77573	(409)939-6383
Robert Patrick Casey	LPC	614 West Main Suite 102B	League City	77573	(281)338-6269
Delphine Lee	LCSW	2006 Broadway St. Ste. 104	Pearland	77581	(713)955-9023
Michael Ganchan	LCDC	2245 N. Main St #4	Pearland	77581	(281)705-6476
Shana Sutcliffe	LPC	2006 Broadway Suite 104	Pearland	77581	(281)948-5355
Shawn Quintanilla	LPC	2217 N. Park Ave	Pearland	77581	(281)997-8400
Sol-Angel Garcia	LMFT	2006 E Broadway Suite 104	Pearland	77581	(713)201-5412
Taya Reed	LPC	2549 Roy Rd.	Pearland	77581	(281)485-9280
Doreen Lerner	Psychologist	2225 County Road 90 Suite 201A	Pearland	77584	(713)446-9117
Jeremy Anderson	LMFT	2225 CR 90 Suite 215	Pearland	77584	(281)412-6863
M. Susie Donato	LPC, LMFT	2225 County Road 90 #201-F	Pearland	77584	(281)794-5111
Pearl Bryant	LCSW	11200 Broadway Street Suite 2743	Pearland	77584	(832)307-3008
Terry Lapointe	LPC	2225 CR 90 Suite 215	Pearland	77584	(281)412-6863
Vanessa Austin	LPC	12234 Shadow Creek Pkwy Bldg 1 Ste. 1108	Pearland	77584	(281)433-4649
Jacqueline Lanier	Psychologist	1201 Hardesty Ave.	Seabrook	77586	(281)733-0369
Lisa Bowles	PSY	2600 Nasa Parkway Suite 101	Seabrook	77586	(832)580-7038
Patricia Bing	LPC	1201 Hardesty Ave	Seabrook	77586	(832)607-9983
Guy Moore	LPC	2925 Palmer Highway Suite C	Texas City	77590	(409)935-7900
Sandra Cornwell	LPC, LMFT, LCDC	2925 Palmer Hwy. Ste. C	Texas City	77590	(409)935-7900
Dan Polk	Psychologist	250 Blossom #300	Webster	77598	(713)628-4700
Ruben Martinez	LPC, LMFT	711 W. Bay Area Blvd. Suite 545	Webster	77598	(281)455-8100

## UTEAP Staffing and Other Support

This section contains the following:

Offeror's Staffing and Other Support

1. Key Staff experience, location, and availability
2. Local representation

All of our UTEAP Administrative and Account Management staff are located within 1 hour of the City of Galveston. UTEAP operations consists of the following services that are staffed in our Houston office:

**Customer Service Representatives:** assist callers as the first point of contact with EAP

**Provider Relations:** responsible for development and management of our mental health providers

**Business Operations:** responsible for financial operations, administrative services, website, interface with Information Technology regarding electronic medical record

**UTEAP Clinicians:** assist callers for in-the-moment support, on-call responsibilities and consultations with managers

In addition to the UTEAP operations and clinical staff the City of Galveston will have the following UTEAP management and administrative staff to support and respond to any program component for the City.

### **MONICA GUIDRY, LCSW**

Executive Director

7000 Fannin St, Suite 1670

Houston, TX 77030

713.500.3321

713.500.3330 (fax)

Primary Responsibility: Executive Director

Years of EAP Experience: 32 years

Year at Organization: 10 years

Monica Guidry is the Executive Director of the EAP at University of Texas Health Science Center Houston. She has over 30 years' experience in the EAP field in both internal and external programs. She began her EAP career as a network clinician at a private, for-profit national EAP organization and progressed to Regional Vice President in the same organization within four years. Her areas of expertise include addiction treatment, impaired professionals and disruptive behavior of professionals. She received her undergraduate degree from LSU in Baton Rouge and her Master of Science in Social Work from UT Arlington. Monica is sought out as a local and national presenter on topics associated with EAP, Impaired Professionals, Burn-out and Resilience. Monica recently became certified as an executive and personal coach.

Monica is the past President of the Houston EAPA and the Dallas EAPA Chapters. In her role as chapter President, Monica worked to help businesses and clinicians understand that an EAP provides a critical avenue to assist employees with personal problems that impact their performance, but more importantly, a progressive EAP is integrated into all aspects of an organization that it serves.

### **CRYSTAL MOORE, LCSW, CEAP, SAP**

Senior Account Representative

7000 Fannin St, Suite 1670

Houston, TX 77030

713.500.3324

Primary Responsibility: Account Representative  
Years of EAP Experience: 30 years  
Years at Organization: 7 years

Crystal Moore is an EAP Account Representative at University of Texas Health Science Center Houston. She has over 30 years of experience in the EAP field delivering external programs to a large number of client customers. She has managed clinical operations for both staff and affiliate network models in the greater Houston area. More recently she worked as the Professional and Executive Program Therapist for an adult inpatient chemical dependency facility. Her expertise includes addiction treatment, managing difficult employees and family therapy. She received her master's degree in Social Work from Virginia Commonwealth University in Richmond Virginia in 1980.

**DELPHI MEDINA, LCSW, LCDC**

Senior Account Representative  
7000 Fannin St, Suite 1670  
Houston, TX 77030  
713.500.3156

Primary Responsibility: Account Representative  
Years of EAP Experience: 12 years  
Years at Organization: 10 years

Delphi Medina is an EAP Account Representative at University of Texas Health Science Center Houston. She has 12 years of EAP experience along with over 15 years of experience working in the addiction field. Delphi received her undergraduate degree from UTMB at Galveston in Health Care Administration and her Master of Science in Social Work from The University of Houston. Delphi specializes in behavioral addictions and has extensive experience in chemical addictions. She has been trained by well-known professionals in the addiction field such as Patrick Carnes, Pia Mellody, Rob Weiss, & Terence Real. She conducts workshops in the local community and has presented at local, state, and national conferences in the addiction field.

**RUTINA BLADES**

Administrative Manager  
7000 Fannin St, Suite 1670  
Houston, TX 77030  
713.500.3320

Primary Responsibility: Customer Service and Provider Relations/Credentialing  
Years of EAP Experience: 17 years (credentialing and administrative manager)  
Year at Organization: 7 years

Tina Blades is the Administrative Manager for UTEAP at University of Texas Health Science Center Houston. She brings more than 20 years of Administrative experience in the Health Care Industry. Her experience encompasses the areas of Managed Care, IPA and Hospital credentialing as well as working for the Education Commission for International Medical Graduates as a Trainer. Her credentialing experience includes 10 years with BCBSTX with several years in a Supervisory capacity as well as Delegation Oversight responsibilities. She has strong interpersonal, diplomatic and tactful skills that promote a balance between the company objectives while maintaining a positive business relationship with Providers.

Tina manages UTEAP customer services department. She has developed quality operational and personal performance standards for each of the staff to ensure our services are delivered with consistency, professionalism, compassion and confidentiality.

# UTEAP Qualifications, References and Financial Report

This section contains the following:

Offeror's Qualifications Including Experience Working with Other Governmental Entities with 600 Employees or More (Proposals Should Include Name of Entities)

1. References
2. Financial stature of firm

UTEAP is based in Houston, Texas and is a program of The University of Texas Health Science Center at Houston (UTHealth). We are a member of the Texas Medical Center and a component of The University of Texas System. In addition to providing EAP services to our own employees since 1982, we have been providing Employee Assistance Program services throughout Texas to municipalities and institutions of higher learning for over thirty-five years. Our EAP has been successful in meeting the needs of these organizations building our service around the unique requirements in today's workplace. Some of these unique workplace issues might include disaster preparedness and post event response, workplace trauma and event recovery.

In addition to the University of Texas Health Science Center Houston employees, the UTEAP provides services to ten (10) municipalities and twenty-six (26) state and local institutions. There are unique issues that arise in these organizations that include safety related positions, collaboration with numerous departments (occupational health, employee relations, benefits, security/police, wellness, workers compensation, etc.), an understanding of operations that provide 24 hour coverage, and many also have Department of Transportation covered employees. In addition, because these organizations are funded by the state or tax dollars, there is a need to understand the impact of budget cuts to these employees and family members.

The City of Galveston deserves an EAP partner that is experienced in working with other municipalities and understands the unpredictability of situations that can occur on the Gulf Coast as well as the special events that the City of Galveston hosts yearly that can challenge the infrastructure and responsiveness of your employees. We also understand that the City of Galveston employees, in all positions, must be exceptional in their ability to maintain composure when dealing with the community. Customer Service Representatives in various departments must always be patient with their customers. Public Works, Utilities, Police and Fire personnel are exposed to traffic and potentially dangerous "road rage" situations in their daily operations. Park and Recreation staff may encounter behavior problems by visitors who may be disruptive, aggressive, or destructive. Violence at the workplace or away from work impacts your employees, their families and your organization. Alcohol and drug use are a significant risk for your organization. Stress in all industries has increased. We also know many other unique issues confronting city employees and their families and we will respond in meeting your needs by listening and designing an EAP that will be flexible in delivering services.

Our goal is to assist your employees in solving their personal problems and develop strategies for well-being before their workplace performance suffers. We also offer ways to manage risk for supervisors and managers when dealing with difficult workplace situations. We are strategically located to personally respond to any unique issue that might occur and our geographic robust provider network, skilled Account Managers to support your leadership team and metric driven results will give your employees the edge.

UTEAP has provided EAP services to the City of Galveston for the past six years and currently provides EAP services to the list of municipalities and other government customers below with greater than 600 employees. A list of references is listed below as well as on Appendix A, page 5.

The University of Texas Health Science Center at Houston 2018 financial report is always available online however a copy follows this list of references.

**Municipalities and State/Local Government Customers with greater than 600 Employees**

City of League City  
City of La Porte  
City of Temple  
University of Houston System, All Campuses  
San Jacinto College System  
University of Texas Medical Branch  
University of Texas HSC San Antonio  
University of Texas HSC Tyler  
University of Texas Tyler  
United Way of Harris County  
University of Texas Rio Grande Valley  
Lone Star College, All Campuses  
Lee College  
Texas Southern University  
Texas State University  
Angelo State University  
Sam Houston State University

**Municipalities and State/Local Government Customers with less than 600 Employees**

Alvin Community College  
Port of Galveston  
City of Belton  
City of Bellaire  
City of Friendswood  
City of Missouri City  
City of Deer Park  
City of Mont Belvieu  
City of West University Place  
College of the Mainland  
Career and Recovery Services Houston

## References

### **UTMB Health Galveston**

Philesha Evans  
Assistant VP Human Resources  
(409) 772-8695  
[paevans@utmb.edu](mailto:paevans@utmb.edu)

### **City of League City**

Janet Shirley, SPHR, SWP  
Director of Human Resources and Civil Services  
(281)-554-1014  
[JanetShirley@leaguecitytx.gov](mailto:JanetShirley@leaguecitytx.gov)

### **City of Temple**

Tara Raymore  
Director Human Resources  
(254) 298-5250  
[traymore@temple.gov](mailto:traymore@temple.gov)

### **City of LaPorte**

Matt Hartlieb  
Human Resources Manager  
(281) 470-5025  
[hartliebM@laportx.gov](mailto:hartliebM@laportx.gov)

## Additional Services Available

This section contains the following:

Miscellaneous Items/Additional Services Available

UTEAP is offering some additional features and services to the City of Galveston to support your employees and their family members with problems that impact on their personal lives but requires more than counseling. None of us are immune from daily personal and professional issues that impact our concentration, attendance, stress levels, presenteeism, and overall well-being. UTEAP includes all of these WorkLife services as part of our proposal pricing. Over the past three years, more than 20 City of Galveston employees or dependents have used WorkLife services to assist them in their lives for legal, financial and childcare concerns.

Web Resources available on [www.MyLifeValues.com](http://www.MyLifeValues.com) include a number of self-assessments on medical, emotional and wellness functioning and resources. This also has a proprietary app **MINDCHECK** that employees can use confidentiality and daily around current levels of stress, distress, anxiety or depression. Based on their answers to the screening tool, users will be given information about ways to cope or improve their health.

There are also a number of other assessments to help employees and their family members self-assess for emotional, physical, financial and relationship well-being. Once the user completes an assessment, resources, articles, planning tools are available to the them to address ways for the user to improve these data points and thus, daily well-being.

### Legal Resources and Referrals

Our network of legal professionals can assist your employees with everything from preparing a simple will to handling a liability lawsuit. Core benefits include:

- Consultation: **Each member is entitled to one initial thirty-minute office or telephone consultation** per issue at no cost with a network attorney. If the member wishes to retain the participating attorney after the initial consultation, they will receive a preferred rate reduction of 25% from the attorney's normal hourly rate.
- "Do It Yourself" Legal Forms Document Preparation: Our simple and inexpensive online/assisted (access to telephonic document preparers) process will enable consumers to complete their own legal document preparation from the comfort of their own home, without incurring the cost of an attorney, or dealing with lengthy completion and delivery periods. Members will receive a preferred discount of 10% off regular rates. Types of forms include divorce, wills, living wills, powers of attorney, immigration, and much more.
- Free Simple Will: Members may complete a simple will at no charge. Our interactive Online Will Program provides members with a resource to create their own State-specific Will privately in a secure online environment.
- Estate Planning: Through relationships with estate planning law firms, members can access the most popular of estate planning/asset preservation vehicles at prices as low as 25% off of the normal fees. These services include Wills, Revocable Living Trusts, Charitable Trusts, and others.
- Online Services: Each member has unlimited access to our legal web platform which includes over 5,000 enhanced legal and financial forms, more than 45 financial calculators, professionally written articles, FAQs, and much more.

The above services are available for a variety of legal issues that may be concerning your employees. Some of the more common issues that we see legal referrals for include:

- Civil/Consumer Issues
- Personal/Family Issues
- Financial Issues
- Real estate Issues
- IRS/Taxes Issues
- Immigration and Naturalization Issues

*Matters involving disputes or actions between members and their employer, plan sponsors, agents or their offices, directors or employees are specifically excluded from eligibility of this plan. Also excluded are matters that in the attorney's opinion, lack merit. Court costs, filing fees, and fines are the responsibility of the member.*

### Financial Resources and Referrals

**Financial Consultations:** Each member is entitled to a no-cost telephonic consultation with our financial counselors. Typical matters include credit counseling, debt and budgeting assistance, tax-planning, retirement, and college planning questions. These services are provided by seasoned financial professionals and licensed CPAs.

**Tax Preparation and Consultation Component:** Members are entitled to receive a 30-minute income tax planning related consultation per year on each separate tax issue they encounter. Preparation of all personal income tax documents are prepared by a CPA at a preferred rate reduction of 25% from the CPA's normal fee.

### Identity Theft Resolution Service

Identity theft and other related crimes can be devastating. Our comprehensive program provides legal, financial and ID theft resolution services. Members will have one point of contact for all their ID theft resolution needs. These services can save the member thousands of dollars in legal expenses and countless hours of valuable time.

The Identity Theft Resolution Service is an interactive advocacy service that provides education, guidance, counseling and legal and financial assistance to victims of fraud related crimes. This service includes:

- Fraud resolution counseling, deterrence, and education
- Assistance with notification to creditors and third parties of ID theft
- Case file preparation
- Assistance with ID theft affidavits and fraudulent account summaries
- Financial counseling
- Legal document preparation assistance
- Free legal consultations and discounts on legal services

### WorkLife Resources and Referrals

As part of the EAP benefit, UTEAP offers a variety of different WorkLife services for your employees and their family members. This is one of the most under-utilized benefits of the EAP. Members can receive assistance from our WorkLife Counselors. There are also ToolKits for callers who have questions about:

Caregiver Support

Expecting Parents

New Parents

Physical Activity Improvements

Employees just need to call our central number and ask for resources for any of these areas and our customer support staff will connect them with a WorkLife Counselor.

Below are examples of WorkLife referrals that are commonly provided:

- Childcare centers
- Care for children with special needs
- Adoption agencies and services
- Before- and after-school childcare
- In-home childcare (nanny, au pair)
- Emergency and back-up care
- Enrichment programs
- Schools
- Caregiver support groups
- Adult Day Care & Assisted living facilities
- Senior centers and housing
- Respite and home health care
- Geriatric care management
- Homemaker services
- Hospice care
- Assistive devices for daily living

Our WorkLife counselors are uniquely poised to respond to your employees' dependent care needs based on their outstanding educational credentials and professional experience. Each counselor is familiar with a wide range of care resources and is adept at customizing searches for the best possible solutions for the member's WorkLife problems. What this means for your employee is that the WorkLife counselor will handle all the legwork: calling every prospective provider to verify pricing and availability and to make sure the services provided by that organization meet the needs of the member.

WorkLife counselors will call providers, facilities, and agencies in order to find appropriate referrals with openings that meet the member's needs. Finding appropriate referrals can take 50 or more phone calls that the counselor (not the member) makes. Once providers are identified, the WorkLife counselor calls the member back with confirmed referrals. As per the member's needs, the WorkLife counselor will mail, and also fax or email the provider profiles. They will also read and explain the referrals over the phone. Each profile contains information about the provider including name of the provider, service(s) provided, location, phone number, price, provider training, staff to child/elder ratio, health and safety information, availability of service and other essentials.

The WorkLife counselor always emphasizes that, after receiving the profiles and referral packet, the member is encouraged to call back as needed to clarify and discuss the referrals and care issues. In addition, the WorkLife counselor will follow-up with the member two weeks after the referral packet is mailed to confirm that all materials were received and understood and that a decision about care has been reached.

### [Resources for Employees to Explore on Their Own](#)

Sometimes employees or their family members are looking for information, videos, webinars to gain perspective on a particular topic. "Are my feelings normal?" "Is there a better way to communicate with my spouse?" "What is the best way to enjoy my teenager?" "Should I be worried about changes in my sleep?", etc. Not everyone learns the same way or enjoys the same types of instructions. The

WorkLife website offers many options and preferences for the City of Galveston employee and family members. These are also available for managers to assign to employees as a part of their performance goals or improvement, of course with HR approval.

### EAP Counseling Services Via Tele-Counseling

UTEAP would also like to offer City of Galveston employees and their family members with an additional level of service. Many of our counselors now offer approved and effective tele-counseling sessions that can be authorized through the EAP. This level of service is similar to what medical providers are offering their patients for both convenience and timeliness of services. In addition, there are some employees or family member who have limited transportation options or live in remote areas with limited counselor available. City of Galveston employees and their family members will be able to get the same 3 visits using either in-person or tele-counseling options. This tele-counseling program is based on the needs of the employee or family member, not UTEAP.

### Trauma Response

Trauma in the workplace is a frightening and unfortunate reality that occurs unexpectedly within the workplace with increasing frequency. Serious injury or death of an employee following a workplace accident, an act of violence, the death of a beloved employee or a natural disaster can have unforeseen repercussions throughout your entire organization. Should you experience a traumatic event, UTEAP Team members will work in partnership with your leadership to plan and recommend the best practice solution considering your individual employee and organizational needs.

## Revisions or Deviations from Requested Services or RFP Requests

UT Health Science Center Houston (UTEAP) submits the following revisions and deviations to the Requested Services:

1. Page 3, Item 1.D – Since UT Health Science Center is a state entity, the Conflict of Interest Questionnaire (Form CIQ) is not applicable. Chapter 176 requirements do not apply to a contract with a state governmental entity. (See 176.002(b)(1).
2. Page 3, Item 1.E – UT Health Science Center is a state entity and the Disclosure of Interested Parties Form 1295 requirements do not apply to contracts between two state/governmental entities. The definition of “business entity” in the rules specifically exclude from the definition state agencies and governmental entities (see Texas Administrative Code, Section 46.3(b).
3. Page 4, Item 3.D – This Code applies to for-profit entity types and this does not apply to UT Health Science Center since we are a state/governmental entity
4. Page 4, Item 3.E – These Codes apply to for-profit entity types and this does not apply to UT Health Science Center since we are a state/governmental entity
5. Page 16, Item II.2.C. – Request the beginning of the sentence needs to be changed to read “Proposer, to the extent permitted by the Constitution and laws of the State of Texas shall indemnify....”
6. Page 17, Item II.3.A. – Financial Responsibility Provisions/Insurance  
UT Health Science Center, as a state/government entity proposes the following language changes to this entire section on Insurance: The Proposer’s liability, as a state governmental entity, and that of its employees is governed by the applicable provisions of the Texas Tort Claims Act, Chapters 101, 104 and 108, Texas Civil Practice and Remedies Code. The Proposer will maintain:  
Worker’s compensation insurance for its employees pursuant to a self-insured plan authorized by Chapter 503, Texas Labor Code. at Houston does provide workers’ compensation insurance (no employer’s liability however) through a self-insured plan authorized by Chapter 503, Texas Labor Code.

As a state governmental entity we provide no commercial general liability insurance, Comprehensive Automobile insurance and no Professional Liability, Error and Omissions insurance. Our liability and that of our employees, as a state governmental entity, is governed by the applicable provisions of the Texas Tort Claims Act.

7. Page 17, Item II.3.A. – UT Health Science Center at Houston requests to amend the language on Indemnification: “to the extent authorized by the Constitution and laws of the State of Texas” . . .
8. Page 18, Item II.3.B. – As a state governmental entity, the University of Texas Health Science Center Houston does not obtain such bonds.
9. Page 19 and 20, Appendix B-Form CIQ - Requirements are not applicable to the state/governmental entity or political subdivision of the state. See 176.002(b)(1)
10. Page 21, Appendix C – House Bill 89 Verification – These requirements apply to a “Company” which is defined to only include for-profit entity types. UT Health Science Center Houston is a state/government entity
11. Page 23, Appendix E – Nepotism Statement – To the best of our knowledge, we are not aware if any University of Texas Health Science Center Houston executive level of employee is related by blood or marriage to any employee of the City of Galveston. The form is completed as such.



# City of Galveston

## DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities

[tpedraza@galvestontx.gov](mailto:tpedraza@galvestontx.gov) | Office Number: (409) 797-3683 | [www.galvestontx.gov](http://www.galvestontx.gov)

April 22, 2020

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

From: Trino Pedraza, Director of Municipal Utilities

Re: Consider for approval a one-year extension to the contract on the Annual Sanitary Sewer and Force Main Rehabilitation Project (RFP 19-14) to T Con Construction, LLC for an additional amount not to exceed the Council approved Capital Improvement Plan budget; authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

### **1. Background:**

- A. The City of Galveston has an aging sanitary sewer infrastructure that requires repair and replacement of the gravity sanitary sewer and force main sewer system. The rehabilitation of gravity sanitary sewer and force main systems is a vital part of maintaining sewer infrastructure.
- B. This is an approved Capital Improvement Project. The aging sanitary sewer system is responsible for inflow and infiltration which causes excessive flows to the wastewater treatment plants. Sanitary Sewer Capital Improvements funds are allocated for sanitary sewer and force main rehabilitation.
- C. The inspector for this project will be paid out of the Capital Improvement Plan for the Sanitary Sewer and Drainage Program fund. His time will be allocated to the current budget with the activity code assigned to this project.

### **2. Current Situation:**

- A. In 2019, the City of Galveston advertised for an annual Request for Proposal (RFP) on the Sanitary Sewer and Force Main Rehabilitation contract. This Request for Proposal contract has approximately 552 bid items related to sanitary sewer or storm sewer related work including cure in place, pipe bursting and open cut methods of rehabilitating the City's sanitary sewer, force main and storm sewer infrastructure.
- B. In May of 2019, the City of Galveston entered into a year contract with T Construction with an option to renew annually up to for up to four (4) additional one-year terms.
- C. The City of Galveston is seeking permission to execute for the one-year renewal.





# City of Galveston

## DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities

[tpedraza@galvestontx.gov](mailto:tpedraza@galvestontx.gov) | Office Number: (409) 797-3683 | [www.galvestontx.gov](http://www.galvestontx.gov)

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

A. The proposed Annual Sanitary Sewer and Force Main Rehabilitation contract shall be effective for a one (1) year period of time upon execution by the City of Galveston. The City anticipates that the contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- **Option Clause:** It is agreed that the City will have the option to extend the contract for up to (3) three additional one-year terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is not available or if the contractor's past performance is not within the industry standard.
- **Escalation Clause:** Should market conditions prevail which dictate an increase, there will be an escalation clause in the contract that the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement.

### 4. **Issues:**

- A. Cost: Not to exceed the Council approved Capital Improvement Plan budget
- B. Timing: Upon City Council Approval
- C. Impact: Sanitary sewer and force main rehabilitation will reduce inflow and infiltration issues and help prevent environmental concerns.

### 5. **Recommendations:**

A. City Council to approve awarding the contract renewal on the Annual Sanitary Sewer and Force Main Rehabilitation Project (RFP 19-14) to T Construction, LLC for an amount not to exceed the Council approved Capital Improvement Plan budget.

#### B. **Fiscal Impact Report:**

Requested by: Trino Pedraza, Director of Municipal Utilities

Funding Source: City of Galveston Capital Improvement Plan budget for the Sewer Program fund





# City of Galveston

## DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities  
[tpedraza@galvestontx.gov](mailto:tpedraza@galvestontx.gov) | Office Number: (409) 797-3683 | [www.galvestontx.gov](http://www.galvestontx.gov)

Respectfully Submitted,

Forwarded for Approval,

Trino Pedraza  
Director of Municipal Utilities

Brandon Cook, Assistant City Manager  
of Development and Municipal Services





# City of Galveston

## Purchasing Division

[purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov) | 409.797.3579 | [www.galvestontx.gov](http://www.galvestontx.gov)

March 6, 2020

T-Construction, LLC  
12601 McNair Street  
Houston, Texas 77015  
Email: [lojeda@tconstructionllc.com](mailto:lojeda@tconstructionllc.com)

RE: Contract Number COG-CON-19-042, RFP 19-14 Sanitary Sewer and Force Main Rehab

Dear Mr. Torres:

The City of Galveston is pleased to inform you that your contract for the above service has been extended for an additional **one (1) year** term, beginning May 29, 2020, per the contract term as stated in **Section I.3. and 3.A. Term of Contract and Option to Extend** of the contract.

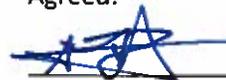
**Any contract resulting from this ITB shall be effective or one (1) year upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract: A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional one (1) year terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.**

Please send a signed copy of this notice as an acknowledgement and agreement to the extension, an updated Certificate of Insurance, including General Liability, Automobile Insurance, and Worker's Compensation, to the address above or email: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov). Please call if you have any questions.

Sincerely,

  
Susan P. Serrano, CTPM, CTCM  
Finance Department - Purchasing

Agreed:

  
Signature

3/9/2020  
Date

  
Print Name

President  
Title





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2020

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).

<b>PRODUCER</b> Bowen, Miellette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008	<b>CONTACT NAME:</b> Angel Romo <b>PHONE (A/C. No. Ext):</b> 713-880-7100 <b>E-MAIL ADDRESS:</b> aromo@bmbinc.com		<b>FAX (A/C. No.):</b> 713-880-7166													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Starr Indemnity &amp; Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines Insurance</td> <td>10172</td> </tr> <tr> <td>INSURER E : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Ins. Co.	25615	INSURER B : Starr Indemnity & Liability Company	38318	INSURER C : Travelers Indemnity Company of CT	25682	INSURER D : Westchester Surplus Lines Insurance	10172	INSURER E : Travelers Property Casualty Co of Amer	25674	INSURER F :
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INSURER F :																
<b>INSURED</b> T Construction, LLC 12601 McNair Street Houston TX 77015	<b>TCONSTRUCT</b>															

**COVERAGES**

CERTIFICATE NUMBER: 833470520

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CO1N193585	2/19/2020	2/19/2021	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 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-0N838277	2/19/2020	2/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1000585576201	2/19/2020	2/19/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB0N766044	2/19/2020	2/19/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	Contractors Pollution Liab	Y	Y	G27136898007	2/19/2020	2/19/2021	Ea Pollution conditio Aggregate 2,000,000 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

**General Liability:**

Blanket additional insured Ongoing Operations per form #CG D6 04 08 13  
 Blanket additional insured Completed Operations per form #CG D6 04 08 13  
 Blanket waiver of subrogation per form #CG D3 16 11 11  
 See Attached...

**CERTIFICATE HOLDER**

City of Galveston  
 Purchasing Division  
 823 Rosenberg Street, Room 306  
 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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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Bowen, Miclette & Britt		NAMED INSURED T Construction, LLC 12601 McNair Street Houston TX 77015	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Blanket primary/non-contributory per form #CG D6 04 08 13

Automobile:  
Blanket additional insured per form #CA T3 53 02 15  
Blanket waiver of subrogation per form #CA T3 53 02 15

Worker's Compensation:  
Blanket waiver of subrogation per form #WC 42 03 04 B

Excess:  
Blanket additional insured per form #XS 100 10/08  
Blanket waiver of subrogation per form #XS 100 10/08  
Blanket primary/non-contributory per form #XS 373 02 19

Pollution:  
Blanket additional insured Ongoing Operations per form #ENV-3250 12/18  
Blanket additional insured Completed Operations per form #ENV-3251 12/18  
Blanket Waiver of Subrogation per form #ENV-3253 12/18  
Blanket Primary Non Contributory per form #ENV-3143 03/05

Re: Contract #COG-CON-19-042; Sanitary Sewer & Force Main Rehab

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS  
IF REQUIRED BY WRITTEN CONTRACT  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.



# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

April 20, 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 #01 with Angel Brothers Enterprises Ltd., for the 49<sup>th</sup> Street Improvements from Ave P to Ave S 1/2 project (RFP #19-29) decreasing the contract by \$26,062.32 from the amount of \$3,649,779.25 to the amount of \$3,623,716.93 (a cumulative decrease of 0.71% 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 design and reconstruction of 49<sup>th</sup> Street from Ave P to Ave S ½ was included in the City of Galveston Capital Improvement Plan as project ST2002.
- B. The project to repave 49<sup>th</sup> Street from Ave P to Ave S ½ includes mill and overlay of the asphalt surface for an approximate length of 2,300 feet.
- C. The project also includes upsizing water and sewer utilities.
- D. The Notice to Proceed with construction established the start of construction as February 3, 2020.
- E. Construction is scheduled for 256 days with a completion date of November 15, 2020.

### **II. Current Situation**

- A. Construction has begun.
- B. Texas Gas Co. is resolving gas line conflicts in the work area now.
- C. Contractor requested use of cement stabilized sand instead of specified lime stabilized subgrade for a reduction in cost.

### **III. Impact or ramifications:**

The proposal will provide for improvements along 49<sup>th</sup> Street from Ave P to Ave S 1/2.

### **IV. Alternatives in order of priority**

- A. Approve Change Order #01 with Angel Brothers Enterprises Ltd., for the 49<sup>th</sup> Street Improvements from Ave P to Ave S 1/2 project (RFP #19-29) decreasing the contract by \$26,062.32 from the amount of \$3,649,779.25 to the amount of \$3,623,716.93 (a cumulative decrease of 0.71% from the original contract sum).
- B. Do not approve the contract.

### **V. Recommendation**

Approve Change Order #01 with Angel Brothers Enterprises Ltd., for the 49<sup>th</sup> Street Improvements from Ave P to Ave S 1/2 project (RFP #19-29) decreasing the contract by \$26,062.32 from the





# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

amount of \$3,649,779.25 to the amount of \$3,623,716.93 (a cumulative decrease of 0.71% from the original contract sum).

### VI. Fiscal Impact Report

Requested by: J. Dudley Anderson  
Building Program Manager

Funding Source: General Obligation Bonds

Construction	\$	2,799,020.93
Contingency	\$	\$411,062.32
Construction Admin.	\$	24,000.00
Materials Testing (est.)	\$	40,000.00

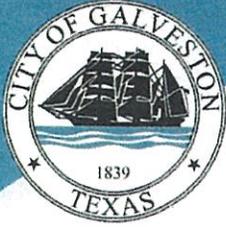
CO's Water  
Construction \$ 824,696.00

**Cost of implementation: \$4,098,779.25 (unchanged)**

Respectfully Submitted,

J. Dudley Anderson  
Building Program Manager





# City of Galveston

## 49th Street Improvements (Ave P – Ave S ½)

### Contract Change Order Number 1

<b>Engineer Address:</b> 910 Louisiana, Suite 2600 Houston, TX 77002  <b>Phone No.:</b> 713-212-0011	<b>Owner Address:</b> 823 Rosenberg Galveston, TX 77550  <b>Phone No.:</b> 409-797-3660	<b>Contractor Address:</b> 3003 Kilgore Parkway, Bldg A Baytown, TX 77523  <b>Phone No.:</b> 281-421-5721 <b>Agreement Date:</b> 02/03/2020
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$ 3,649,779.25		Original Contract Time: 256 days
Previous Change Order(s): No. to No. \$ 0.00		Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: \$ 3,649,779.25		Contract Time Prior to this Change Order: 256 days
Net Increase/Decrease of this Change Order: \$ (26,062.32)		Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$ 3,623,716.93		Contract Time With all Change Orders: 256 days
Cumulative Percent Change in Contract Price (+/-): -0.71 %		Construction Contract End Date: 11/15/2020

ENGINEER  
RECOMMENDED:

OWNER  
APPROVED:

CONTRACTOR  
ACCEPTED:

By: *Josh Stoltz*  
STANTEC

By: \_\_\_\_\_  
CITY OF GALVESTON

By: *[Signature]*  
ANGEL BROTHERS

Date: 04/17/20

Date: \_\_\_\_\_

Date: 4/20/2020

**NOTE:** A cumulative change in the contract price in excess of 25% cannot be reviewed.





Stantec Consulting Services Inc.  
910 Louisiana Suite 2600, Houston TX 77002

April 17, 2020

File: Stantec Project No. 222011090

**Ms. Trina Jankowski, Construction Project Manager**

City of Galveston

P.O. Box 779

823 Rosenberg

Galveston, Texas 77550

Reference: **49<sup>th</sup> St. from Ave. P to Ave. S½ (ST2002)**

Dear Ms. Trina Jankowski,

Stantec Consulting Services Inc., the engineer of record for the referenced project, recommends the attached Change Order 1 request from Angel Brothers, the contractor, that substitutes the lime stabilized subgrade with cement stabilized sand as documented in the responses to Requests for Information attached. Upon review and agreement with the information provided, please finalize and distribute the attached draft of the Change Order 1 recommendation form for signature by all parties.

Regards,

**STANTEC CONSULTING SERVICES INC.**

Joseph Schwieterman  
Civil Engineer

Attachments:

Change Order 1 request  
RFI 1 – Subgrade Materials  
RFI 2 – Subgrade and Recycled Base  
RFI 4 – Cement Stabilized Sand Substitute  
Change Order 1 recommendation form



# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

April 20, 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 #04 with Lucas Construction Company, Inc., for the 27<sup>th</sup> Street Improvements from Avenue O to Seawall Boulevard (Phase II) project (RFP #19-12) increasing the contract by \$19,610.00 from the amount of \$1,464,877.00 to the amount of \$1,484,487.00 (a cumulative increase of 9.37% 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 27<sup>th</sup> 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 27<sup>th</sup> 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.
- F. Change Order #2 was executed January 23, 2020 for an increase of the contract in the amount of \$48,939.00.
- G. Change Order #3 increased the contract amount by \$57,225.00 to the amount of \$1,464,877.00

### **II. Current Situation**

- A. Construction of the project is underway.
- B. Item CO4-1 provides a box culvert to more effectively drain the NE corner of 27<sup>th</sup> Street at Ave Q ½.
- C. Item CO4-2 provides a box culvert to more effectively drain the SE corner of 27<sup>th</sup> Street and Ave Q.
- D. Lucas Construction Company, Inc. has submitted a proposal for these changes in the amount of \$19,610.00.
- E. 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.





# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

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 #04 with Lucas Construction Company, Inc., for the 27<sup>th</sup> Street Improvements from Avenue O to Seawall Boulevard (Phase II) project (RFP #19-12) increasing the contract by \$19,610.00 from the amount of \$1,464,877.00 to the amount of \$1,484,487.00 (a cumulative increase of 9.37% from the original contract sum).
- B. Do not approve the request.

#### V. Recommendation

Approve Change Order #04 with Lucas Construction Company, Inc., for the 27<sup>th</sup> Street Improvements from Avenue O to Seawall Boulevard (Phase II) project (RFP #19-12) increasing the contract by \$19,610.00 from the amount of \$1,464,877.00 to the amount of \$1,484,487.00 (a cumulative increase of 9.37% from the original contract sum)

#### VI. Fiscal Impact Report

Requested by: J. Dudley Anderson  
Building Program Manager

Funding Source:	IDC Infrastructure Silo	
	Construction	\$ 1,442,487.00
	Contingency	\$ 8,806.00
	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

## 27<sup>th</sup> Street Improvements Phase II

### Construction Contract Change Order Number 4

<b>Engineer:</b> City of Galveston 823 Rosenberg, Rm 402 Galveston, Texas 77550  Phone No.: 409.797.3644	<b>Owner:</b> City of Galveston 823 Rosenber Galveston, Texas 77550  Phone No.: 409.797.3630	<b>Contractor:</b> Lucas Construction Company 551 W. League City Parkway League City, Texas 77573  Phone No.: 281.316.9990 NTP Date: 06/24/2019
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$1,357,293.00	Original Contract Time: 560 days	
Previous Change Order(s): No. 1 to No. 3 \$ 107,584.00	Net Change From Previous Change Orders: 0 days	
Contract Price Prior to this Change Order: \$1,464,877.00	Contract Time Prior to this Change Order: 560 days	
Net Increase/Decrease of this Change Order: \$ 19,610.00	Net Increase/Decrease of this Change Order: 0 days	
Contract Price With all Approved Change Orders: \$1,484,487.00	Contract Time With all Change Orders: 560 days	
Cumulative Percent Change in Contract Price (+/-): 9.37%	Construction Contract End Date: (mm/dd/yy) 01/04/2021	

CONSTRUCTION  
RECOMMENDED:

OWNER  
APPROVED:

CONTRACTOR  
ACCEPTED:

DocuSigned by:  
By: J. Dudley Anderson  
BUILDING PROGRAM MANAGER

By: \_\_\_\_\_  
CITY OF GALVESTON

By: [Signature]  
LUCAS CONSTRUCTION

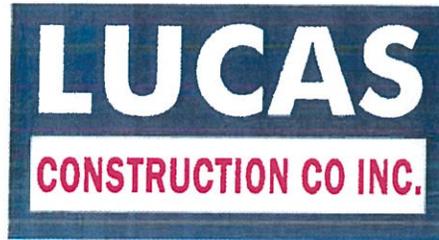
Date: 4/20/2020

Date: \_\_\_\_\_

Date: 4/17/2020

**NOTE:** A cumulative change in the contract price in excess of 25% cannot be reviewed.





March 27<sup>th</sup>, 2020

Attention: City of Galveston Project Team,

In response to the answer to RFI 15(a) on the 27<sup>th</sup> 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:

53 LF of cast in place concrete box culvert on the northeast corner of 27th Street and Ave Q ½	\$185.00/LF	\$9,805.00
53 LF of cast in place concrete box culvert on the southeast corner of 27 <sup>th</sup> Street and Ave Q ½	\$185.00/LF	<u>\$9,805.00</u>
		<b>Total = \$19,610.00</b>

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 relocations 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,

A handwritten signature in blue ink, appearing to read "J. McGinnis", is written over a horizontal line.

Jimmy McGinnis  
Project Manager  
Lucas Construction



# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

April 20, 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 agreement with E. P. Brady, Ltd., for the 24 inch Water Transmission Line from 59<sup>th</sup> Street Pump Station to the Airport Pump Station (RFP #19-24) increasing the project cost by \$33,390.63. This represents an increase in the total project cost of 0.2% from the original amount of \$17,159,876.30 to the amount of \$17,193,266.93. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

### **I. Background**

- A. The design and construction of this project was included in the City of Galveston Capital Improvement Plan.
- B. City Council approved a contract with E. P. Brady, Ltd., for the 24 inch Water Transmission Line from 59<sup>th</sup> 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 at the December 2019 Council meeting.
- C. The City executed an agreement with E.P. Brady January 22, 2020 after negotiating a best and final offer for \$17,159,876.30.

### **II. Current Situation**

- A. Construction on this necessary water delivery system began March 2020.
- B. The Contractor and City Staff have continued to consider means and method that would allow the least disruption to major thoroughfares along the route of this project and deliver a quality project.
- C. 12 items have been either removed from the contract scope or added. These are more fully described in the attached recommendation from the Engineer of Record attached. The most critical items are the addition of another type connection to the main line at the intersection of Broadway and 55<sup>th</sup> Street and trenchless installation of the 24" line at critical intersection along Heards Lane to avoid traffic disruption and delay.

### **III. Impact or ramifications:**

The project is part of the City's continued efforts to expand services to the citizens.





# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

### IV. Alternatives in order of priority

- A. Approve Change Order #1 to the agreement with E. P. Brady, Ltd., for the 24 inch Water Transmission Line from 59<sup>th</sup> Street Pump Station to the Airport Pump Station (RFP #19-24) increasing the project cost by \$33,390.63. This represents an increase in the total project cost of 0.2% from the original amount of \$17,159,876.30 to the amount of \$17,193,266.93. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
  
- B. Do not approve the request.

### V. Recommendation

Approve Change Order #1 to the agreement with E. P. Brady, Ltd., for the 24 inch Water Transmission Line from 59<sup>th</sup> Street Pump Station to the Airport Pump Station (RFP #19-24) increasing the project cost by \$33,390.63. This represents an increase in the total project cost of 0.2% from the original amount of \$17,159,876.30 to the amount of \$17,193,266.93. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

### VI. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	Water and Sewer CO's GO Bond Street contingency fund (\$68,500.00)
Construction Cost	\$ 17,193,266.93 (an increase of \$33,390.63)
Contingency	\$ 731,732.07 (a decrease of \$33,390.63)
Construction Administration	\$ 125,500.00
Material Testing (estimated)	\$ <u>225,000.00</u>
<b>Total Cost of Implementation</b>	<b>\$ 18,275,500.00</b>

Respectfully Submitted,

J. Dudley Anderson  
Building Program Manager





# City of Galveston

## 24-Inch Water Line From 59<sup>th</sup> Street Pump Station To Airport Pump Station

### Construction Contract Change Order Number 1

<b>Consultant:</b> Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive, Suite 320 Port Arthur, Texas 77642  Phone No.: 409.724.7888		<b>Owner:</b> City of Galveston 823 Rosenberg Galveston, Texas 77550  Phone No.: 409.797.3630		<b>Contractor:</b> E.P. Brady, LTD 3414 Persimmon Houston, Texas 77093  Phone No.: 713.691.0923 NTP Date: 03/30/2020	
<u>Change in Contract Price</u>			<u>Change in Contract Time (Calendar Days)</u>		
Original Contract Price: \$17,159,876.30		Original Contract Time: 365 days			
Previous Change Order(s): No. to No. \$ 0.00		Net Change From Previous Change Orders: 0 days			
Contract Price Prior to this Change Order: \$17,159,876.30		Contract Time Prior to this Change Order: 365 days			
Net Increase/Decrease of this Change Order: \$ 33,390.63		Net Increase/Decrease of this Change Order: 0 days			
Contract Price With all Approved Change Orders: \$17,193,266.93		Contract Time With all Change Orders: 365 days			
Cumulative Percent Change in Contract Price (+/-): + 0.2%		Construction Contract End Date: (mm/dd/yy) 03/30/2021			

RECOMMENDED:

By: 

ARCENEAUX WILSON & COLE

APPROVED:

By: \_\_\_\_\_

CITY OF GALVESTON

ACCEPTED:

By: 

E.P. BRADY, LTD.

Date: 04/16/2020

Date: \_\_\_\_\_

Date: 4/20/20

**NOTE:** A cumulative change in the contract price in excess of 25% cannot be reviewed.





April 16, 2020

Mr. Dudley Anderson  
*City of Galveston*  
823 Rosenberg  
Room 205  
Galveston, Texas 77550

*RE: CHANGE ORDER NO. 1  
24-Inch Water Line From 59<sup>th</sup> Street Pump Station To Airport Pump Station  
AWC Job No. COG-130*

---

Dear Mr. Anderson:

Arceneaux Wilson & Cole, LLC has reviewed the Change Order No. 1 for the 24-Inch Water Line From 59<sup>th</sup> Street Pump Station To Airport Pump Station project and recommends approval of the construction contract changes.

Regarding this Change Order No. 1 time and cost, the overall result for this change order is to increase the contract amount by \$33,390.63. These costs include the following changes in quantities:

- Bid Item 8, Remove 1 EA, Pre-Cast Fiber Optic Pull Box @ \$5,300/EA (- \$5,300)
- Bid Item 25, Remove 1 EA, 10" MJ Gate Valve @ \$2,700/EA (- \$2,700)
- Bid Item 30, Remove 1 EA, 4" Air Release Valve @ \$11,000/EA (- \$11,000)
- Bid Item 34, Remove 1 EA, 20" MJ Tee @ \$4,200/EA (- \$4,200)
- Bid Item 65, Remove 4,133 S.Y., Remove & Replace Existing Pavement w/ 2" HMAC @ \$13.90/S.Y. (- \$57,448.70 )
- Bid Item 67, Remove 3,195 L.F., Remove & Replace Existing Curb @ \$14.20/LF (- \$45,369)
- New Bid Item 114, Add 7 EA, Hydrant Assembly @ \$6,300/EA (\$44,100)
- New Bid Item 115, Add 1 EA, 20"x10" TS&V @ \$10,783.33/EA (\$10,783.33)
- New Bid Item 116, Add 2 EA, Additional Bore Set Up @ \$30,000/EA (\$60,000)
- New Bid Item 117, Add 1 L.S., Additional Traffic Control Plan Initial Set Up @ \$4,550/L.S. (\$4,550)



- New Bid Item 118, Add 5 Months, Additional Traffic Control Plan Maintenance @ \$5,980/Month (\$29,900)
- New Bid Item 119, Add 5 Months, Message Board @ \$2,015/Month (\$10,075)

The above listed items are utilized by six (6) total revisions to the Contract. These revisions are described as follows:

- *Moody Gardens Bore* – The proposed 24" water line alignment is routed parallel to Jones Drive from the Airport Pump Station to Skymaster Road. At no additional cost to the City, the Contractor has offered to construct this segment of water line via trenchless installation in order to not disrupt the Moody Gardens entrance or any of the Moody Gardens existing landscaping and utilities. In doing this, a proposed fiber optic pull box and 4" air release valve will be deleted from the project.
- *53<sup>rd</sup> Street* – Alternate "E" of the awarded contract calls for a mill and replacement of existing 2" HMAC surface from Broadway Avenue to post Office Street, along with removal and replacement of existing concrete curb. The section of 53<sup>rd</sup> Street from Broadway Avenue to Winnie Street has recently been resurfaced by the City's internal road resurfacing program. Also, the existing concrete curb is in good condition. This is reflected in reduction of contract quantities.
- *55<sup>th</sup> Street Fire Hydrants* – The project scope does not call for the replacement of any existing fire hydrants along 55<sup>th</sup> Street, where an existing 10" water line is being replaced and relocated. During a field investigation, the City has found some of these existing fire hydrants need to be replaced due to being dated and in poor condition.
- *Broadway 10" Water Line Connection* – The construction plans call for the new relocated 10" water line on 55<sup>th</sup> Street to tie-in to an existing 20" water line located in Broadway Avenue. This connection was set up to be performed with the existing 20" water line taken out of service during construction of the connection. In order to elude any issues with shutting down the existing 20" water line and affecting customers, the City has requested the Contractor utilize



a tapping sleeve and valve to make this connection and leave the 20" water line in service. In doing this, a proposed 20" tee and 10" gate valve will be deleted from the project.

- *Heards Lane Intersection Bores* – The City has deemed the intersections at 69<sup>th</sup> Street and 73<sup>rd</sup> Street to be critical intersections that can not be closed for lengthened periods of time during construction of the 24" water line along Heards Lane. It was originally planned for these intersections to be closed due to the 24" water line being installed in open trench. The Contractor has been requested to perform these intersection construction activities via trenchless installation to allow the intersections to remain open to traffic flow.
- *Heards Lane Additional Traffic Control* – It was originally planned to allow the Contractor to completely close full sections of Heards Lane to traffic during the construction of the 24" water line. At the request of the City, the Engineer has issued a revised traffic control plan for the entirety of Heards Lane during 24" water line construction. The revised traffic control plan is a more detailed five (5) phase plan that requires the Contractor to provide additional traffic control measures. This new traffic control plan limits the length of Heards Lane to be affected during the specific construction phases and also maintains thru traffic in lieu of complete closures.

I have attached Change Order No. 1 which modifies the contract to reflect these changes 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

A handwritten signature in blue ink, appearing to read "Keith Zotzky", is written over a horizontal line.

Keith Zotzky, P.E., CFM  
Staff Engineer



# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

April 20, 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 #6 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by \$111,738.00 from the amount of \$10,991,390.03 to the amount of \$11,103,128.03 and extending the contract term by 60 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 3<sup>rd</sup> floor offices adjacent the future restrooms on the 3<sup>rd</sup> 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.
- K. Change Order #5 provided a variety of items including but not limited to the build out of the Training Room on the 2<sup>nd</sup> floor of FS1, dehumidifiers in the attic space, asbestos abatement for the old Public Safety Bldg., and 1<sup>st</sup> and 3<sup>rd</sup> floor restrooms in City Hall increased the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site





# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

Demolition project increasing the contract by \$950,434.03 and extending the contract term by 217 days.

### II. Current Situation

- A. Funding from CDBG Round 1 has been added to the available funding for this and 3 other Round 2.2 projects under construction for the City of Galveston. These projects were reduced from the desired scope to meet available Round 2.2 funding. That funding has now increased but cannot be utilized on any new projects. The ability to utilize that funding on the Fire Station #1 New Site Construction and Existing Site Demolition project has allowed the City to add scope into the project and enhance its value.
- B. This change order addresses increasing the scope of work to more fully utilize available funding by providing items more fully described in the attached Engineer of Record recommendation.
- C. 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.
- D. Construction LTD has submitted a proposal for these changes in the amount of \$111,103.03.
- E. Construction LTD is requesting an additional 60 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 #6 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by \$111,738.00 from the amount of \$10,991,390.03 to the amount of \$11,103,128.03 and extending the contract term by 60 days.
- B. Do not approve the change order.

### V. Recommendation

Approve Change Order #6 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by \$111,738.00 from the





# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

amount of \$10,991,390.03 to the amount of \$11,103,128.03 and extending the contract term by 60 days.

### VI. Fiscal Impact Report

Requested by: J. Dudley Anderson  
Building Program Manager

Funding Source: CDBG DR Non-Housing Round 2.2

Construction Cost	\$	10,247,934.03	(increase of \$98,684.00)
Inspection	\$	395,396.00	
Infrastructure			
Construction	\$	834,661.00	(increase of \$13,054.00)
<u>Inspection</u>	\$	<u>5,000.00</u>	
Total Cost of Implementation	\$	11,482,991.03	

Respectfully Submitted,

J. Dudley Anderson, Building Program Manager





## Texas General Land Office Disaster Recovery

### Construction Contract Change Order Request Form

<b>Engineer:</b>  O'Malley Strand Associates, Inc. 203 South Jackson Brehnam, TX 77833  Phone No.: (979) 836-7937	<b>Owner (Contractor Locality):</b>  City of Galveston 823 Rosenberg Galveston, TX 77553  Phone No.: (409) 797-3520	<b>Contractor:</b>  Construction LTD 1825 Upland Houston, TX 77043  Phone No.: (713) 984-9444  Agreement Date: 11/20/17
<b>Date:</b> 4/10/2020  <b>Project Code No.:</b> P21562A-10  <b>Bid Package No.:</b> 9659_BID1	<b>Contract For (Project Description):</b>  Fire Station No. 1 New Site Construction and Fire Station No. 1 Existing Site Demolition/Clearance/Reuse	<b>GLO Contract No.:</b>  15-081-000-8748  <b>Change Order No.:</b> 06

You are hereby requested to comply with the following changes from the contract plans and specifications:

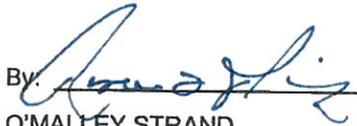
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
25	Domestic Water		\$10,981.00
38	Miscellaneous Concrete		\$40,874.00
139	Natural Gas Mat.		\$13,961.00
146	HVAC Equipment Mat.		\$4,949.00
175	Structured Cabling		\$27,919.00
183	C O #5 - C H Restrooms - Phase 2 (non CDBG qualifying cost)		\$13,054.00

<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price:	\$9,621,500.00	Original Contract Time:	470 days
Previous Change Order(s): No. 01 to No. 05	\$1,369,890.03	Net Change From Previous Change Orders:	434 days
Contract Price Prior to this Change Order:	\$10,991,390.03	Contract Time Prior to this Change Order:	904 days
Net Increase of this Change Order:	\$111,738.00	Net Increase of this Change Order:	60 days
Contract Price With all Approved Change Orders:	\$11,103,128.03	Contract Time With all Change Orders:	964 days
Cumulative Percent Change in Contract Price (+/-): 15.40%		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) 08 / 23 / 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:**

By:   
O'MALLEY STRAND

Date: 4/21/2020

**APPROVED:**

By: \_\_\_\_\_  
CITY OF GALVESTON

Date: \_\_\_\_\_

**ACCEPTED:**

By:   
CONSTRUCTION LTD

Date: 4/21/2020

**JUSTIFICATION FOR CHANGE**

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
7. Is the TCEQ permit approval still valid? (sewer projects only)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. Are the handicapped access requirements/approval still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Are other Disaster Recovery contractual special condition clearance still valid?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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, Inc.  
1906 Nebuhr Street  
Brenham, TX 77833  
(P) 979-836-7937

April 21, 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,

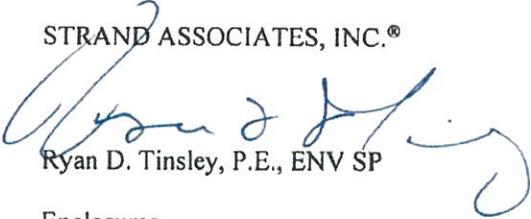
Enclosed is the Texas GLO Construction Contract Change Order Request Form for proposed Change Order No. 6. The request form lists proposed Change Order No. 6 items and their increases in Contract price. Proposed Change Order No. 6 results in an increase to the Contract. The original Contract amount was \$9,621,500. The Contract amount before Change Order No. 6 was \$10,991,390.03. The Contract price with proposed Change Order No. 6 is \$11,103,128.03, resulting in a net increase of \$111,738.00. The proposed Change Order No. 6 has been reviewed and it is recommended the City approve this proposed change order.

Because of the proximity of the existing fire station to City Hall, existing underground utilities, and the existing chiller pad, the demolition of the fire station has caused unforeseen additional costs to the project. Water and gas lines had to be rerouted and the chiller pad foundation had to be resupported.

Please call me at (979) 836-7937 with any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

  
Ryan D. Tinsley, P.E., ENV SP

Enclosures

**CHANGE ORDER 06 DOCUMENTATION LOG**

PROJECT: Galveston Fire Station No. 1

PROJECT NO.: 215175.00

CONTRACTOR: Construction LTD

PRINT DATE: 04/10/20

**BROWN REYNOLDS WATFORD**  
ARCHITECTS



PROPOSAL REQUEST		PROPOSAL		DESCRIPTION	ADDITIONAL DAYS REQUESTED	ADDITIONAL DAYS APPROVED	PROPOSED CHANGE AMOUNT	REMARKS
NO.	DATE	NO.	DATE					
PR 44	11/14/19	44-R1	03/16/20	Add exhaust fan to Janitor Room 205	5	5	\$4,949.00	146 HVAC Equipment Mat.
PR 45	02/11/20	45-R1	03/23/20	Add eight additional security cameras	15	15	\$27,919.00	175 Structured Cabling
n/a		46	03/06/20	Replace gas service to City Hall	5	5	\$13,961.00	139 Natural Gas Mat.
n/a		47-R1	03/26/20	Replace water line to City Hall	5	5	\$10,981.00	25 Domestic Water
n/a		48	03/21/20	Change to stainless steel toilet partitions (non CDBG qualifying costs)	5	5	\$6,512.00	183 C O #5 - C H Restrooms - Phase 2
n/a		49	03/25/20	Repair chiller foundation at City Hall	15	15	\$40,874.00	38 Miscellaneous Concrete
n/a		50	04/01/20	Add slope to City Hall restroom floors (non CDBG qualifying costs)	10	10	\$6,542.00	183 C O #5 - C H Restrooms - Phase 2
<b>Totals:</b>						<b>60</b>	<b>\$111,738.00</b>	



# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

April 20, 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 #7 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$214,618.00 (2.0%) from the amount of \$11,232,419.20 to the amount of \$11,447,037.20. 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. Change Order 5 was council approved on January 23, 2020 for an **increase** in contract amount of \$263,426.00 (2.45%).
- K. Change Order 6 was council approved on January 23, 2020 for an **increase** in contract amount of \$38,277.00 (0.36%).
- L. The cumulative change in construction cost through Change Order #6 is 4.66%





# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

### II. Current Situation

- A. Funding from CDBG Round 1 has been added to the available funding for this and 3 other Round 2.2 projects under construction for the City of Galveston. These projects were reduced from the desired scope to meet available Round 2.2 funding. That funding has now increased but cannot be utilized on any new projects. The ability to utilize that funding on the City of Galveston Public Works Facility project has allowed the City to add scope into the project and enhance its value.
- B. This change order addresses increasing the scope of work to more fully utilize available funding by providing items more fully described in the attached Engineer of Record recommendation.
- C. The project is approximately 98% complete and will be completed in June 2020 unless other items are approved for inclusion by the GLO.
- D. Departments are occupying the facility in sequence.
- E. The City of Galveston has occupied the warehouse portion of the project.
- F. The net **increase** of this change order is \$214,618.00.
- G. The cumulative change in construction cost is 6.66% including this Change Order #7.
- H. The cost of construction changes is funded by CDBG Round 2.2.
- I. LAN has recommended approval of this request.

### III. Alternatives in order of priority

- A. Approve Change Order #7 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$214,618.00 (2.0%) from the amount of \$11,232,419.20 to the amount of \$11,447,037.20.
- B. Do not approve the change order.

### IV. Recommendation

Approve Change Order #7 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$214,618.00 (2.0%) from the amount of \$11,232,419.20 to the amount of \$11,447,037.20.





# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

### V. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	\$ 11,447,037.20 ( <b>increase</b> of \$214,618.00)
<u>Construction Administration</u>	<u>\$ 191,597.00</u>
Total Cost of Implementation	\$ 11,638,634.20

Respectfully Submitted,

J. Dudley Anderson  
Building Program Manager





## Texas General Land Office Disaster Recovery

### Construction Contract Change Order Request Form

<b>Engineer:</b> Lockwood, Andrews & Newnam 2925 Briarpark Drive, Suite 400 Houston, TX 77042  <b>Phone No.:</b> 713-266-6900	<b>Owner (Contractor Locality):</b> City of Galveston 823 Rosenberg Galveston, TX 77553  <b>Phone No.:</b> 409-797-3500	<b>Contractor:</b> J.W. Kelso Company Inc. 7225 Harborside Drive Galveston, TX 77553  <b>Agreement Date:</b> 12/14/2017  <b>Phone No.:</b> 409-740-0266
<b>Date:</b> 04/16/2020  <b>Project Code No.:</b> P21548A-14  <b>Bid Package No.:</b> 9748-1_BID2	<b>Contract For (Project Description):</b> Construction of the City of Galveston Public Works Facility	<b>GLO Contract No.:</b> 15-081-000-8748  <b>Change Order No.:</b> 07

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
CO7-1	CP 41: Add suspended ceiling and lighting in Administration Building Corridor 106.		\$13,665.00
CO7-2	CP 42: Relocate access control card readers at openings 106A and 106B in the Administration Building.		\$5,222.00
CO7-3	CP 43: Add electronic hardware for access control at openings 106A and 106B in the Administration Building.		\$5,210.00
CO7-4	CP 44: Install landscaping and irrigation to meet City of Galveston standards, less the remaining amount of landscaping and irrigation allowances.		\$21,387.00

CO7-5	CP 46: Patch, repair and refinish damage to walls and partitions in the Administration Building resulting from furniture installation.		\$5,060.00
CO7-6	CP 47: Cap and abandon existing storm drain inlets in conflict with new driveway approach.		\$1,515.00
CO7-7	CP 48: Demolish existing concrete curbs and construct new curb, gutter and sidewalk per City of Galveston standards along Market Street frontage.		\$89,425.00
CO7-8	CP 49: Construct parking area with power pedestals for asphalt trucks.		\$13,418.00
CO7-9	CP 50: Furnish and install security cameras and video storage devices.		\$48,712.00
CO7-10	CP 51: Connect additional cubicles to power and data network in the Administration Building.		\$6,762.00
CO7-11	CP 52: Add communicator device to fire alarm panel in Administration Building per Fire Marshal requirements.		\$2,036.00
CO7-12	CP 53: Add additional fire alarm devices in the Administration Building per Fire Marshal requirements.		\$2,206.00
	Totals		\$214,618.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$10,732,495.00	Original Contract Time: 576 days
Previous Change Order(s): No. 01 to No. 06 \$499,924.20	Net Change From Previous Change Orders: 266 days
Contract Price Prior to this Change Order: \$11,232,419.20	Contract Time Prior to this Change Order: 842 days
Net Increase/Decrease of this Change Order: \$214,618.00	Net Increase/Decrease of this Change Order: 32 days
Contract Price With all Approved Change Orders: \$11,447,037.20	Contract Time With all Change Orders: 874 days
Cumulative Percent Change in Contract Price (+/-): +6.66%	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) 6/30/2020

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 funded by the Engineer.

**\* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: \_\_\_\_\_

ENGINEER

Lockwood, Andrews & Newnam,  
Inc.

Date: 04/16/2020

APPROVED:

By: \_\_\_\_\_

OWNER

City of Galveston

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_

CONTRACTOR

J.W. Kelso Company, Inc.

Date: 4/17/2020

**JUSTIFICATION FOR CHANGE**

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
7. Is the TCEQ permit approval still valid? (sewer projects only) N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. Are the handicapped access requirements/approval still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Are other Disaster Recovery contractual special condition clearance still valid?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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

April 16, 2020

RE: City of Galveston Public Works Facility  
LAN Project No. 170-10839-000  
Change Order No. 7 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. 7 cost proposals for additional scope items requested. Our findings are itemized below:

Item No. CO7-1, J.W. Kelso Cost Proposal 41:

In the Administration Building, the corridor that serves as the staff access to the public lobby was found to have insufficient lighting due to a reconfiguration that was included in Change Order 2. In addition, the light fixtures for the corridor, as designed, violate the Texas Accessibility Standards for objects that project into a circulation path. LAN and the City of Galveston coordinated a solution for correcting the accessibility deficiency while providing an acceptable level of lighting for the corridor. J.W. Kelso submitted a cost proposal on March 10, 2020 in the amount of \$13,665.00 for the addition of a suspended acoustical ceiling and modifications to the lighting, HVAC and fire sprinklers as required. LAN will reimburse the cost of the electrical work to correct the accessibility deficiency portion of the work in the amount of \$6,320.00. LAN recommends acceptance of this cost proposal.

Item No. CO7-2, J.W. Kelso Cost Proposal 42:

In the Administration Building, the City of Galveston requested to relocate the access card readers at two openings behind the public lobby. J.W. Kelso submitted a cost proposal dated March 10, 2020 in the amount of \$5,222.00 for the work required. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO7-3, J.W. Kelso Cost Proposal 43:

In the Administration Building, the City of Galveston requested electronic door hardware at two openings behind the public lobby. J.W. Kelso submitted a cost proposal dated March 25, 2020 in the amount of \$5,210.00 for the work required. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO7-4, J.W. Kelso Cost Proposal 44:

The landscaping and irrigation required for the project to comply with City of Galveston standards will exceed the allowances that were established during the bidding phase. Revisions were coordinated between the City of Galveston, LAN and the landscaping subcontractor for which J.W. Kelso submitted a cost proposal dated April 14, 2020 in the amount of \$21,387.00. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Mr. Dudley Anderson, Building Program Manager  
City of Galveston  
April 16, 2020  
Page 2

Item No. CO7-5, J.W. Kelso Cost Proposal 46:

J.W. Kelso submitted a cost proposal dated April 2, 2020 in the amount of \$5,060.00 to repair damage to walls and partitions in the Administration Building resulting from furniture moving and installation activities. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO7-6, J.W. Kelso Cost Proposal 47:

Construction of one of the driveways into the site required two existing storm drain structures to be removed and capped, for which J.W. Kelso submitted a cost proposal dated March 27, 2020 in the amount of \$1,515.00. LAN has reviewed this proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO7-7, J.W. Kelso Cost Proposal 48:

J.W. Kelso submitted a cost proposal dated April 16, 2020 in the amount of \$89,425.00 for demolition and reconstruction of curbs, gutters and sidewalks along the Market Street frontage of the site. This scope of work includes accessible parking for visitors needing access to the facility. LAN has reviewed this proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO7-8, J.W. Kelso Cost Proposal 49:

The City of Galveston requested modification in the vicinity of the Public Works Warehouse to accommodate parking and electrical provisions for two asphalt trucks. J.W. Kelso issued a cost proposal dated April 13, 2020 in the amount of \$13,418.00 for the work required. LAN has reviewed this proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO7-9, J.W. Kelso Cost Proposal 50:

The purchase and installation of security cameras for the project were not included in the original bid documents. J.W. Kelso submitted a cost proposal dated April 15, 2020 in the amount of \$48,712.00 to furnish and install the cameras and video storage devices as directed by the City of Galveston. LAN has reviewed this proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO7-10, J.W. Kelso Cost Proposal 51:

In the Administration Building, revisions were made to the cubicle layout to allow for flexible/walk-up work stations that require additional power and telecommunications devices. J.W. Kelso submitted a cost proposal dated April 15, 2020 in the amount of \$6,762.00 to install power and data cabling as required. LAN has reviewed this proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO7-11, J.W. Kelso Cost Proposal 52:

To accommodate early occupancy of the Administration Building, the Fire Marshal requested the addition of a communicator device to the fire alarm panel. J.W. Kelso submitted a cost proposal dated April 9, 2020 in the amount of \$2,036.00 to supply and install the communicator. LAN has reviewed this proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Mr. Dudley Anderson, Building Program Manager  
City of Galveston  
April 16, 2020  
Page 3

Item No. CO7-12, J.W. Kelso Cost Proposal 53:

An inspection of the Administration Building by the Fire Marshal prior to occupancy revealed the need for combination fire alarm horn/strobe devices in six spaces. J.W. Kelso issued a cost proposal dated April 13, 2020 in the amount of \$2,206.00 to supply and install the devices required. LAN has reviewed this proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Change in Contract Time

The contract end date is to be extended by 32 calendar days to June 30, 2020 for a total of 874 calendar days.

The above representations are made with the best knowledge and information available as of this date.

Regards,

A handwritten signature in blue ink, appearing to read "Terre N. Musgrove", with a long horizontal line extending to the right.

Terre Musgrove, AIA  
Program Manager



# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

April 20, 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. 6 to the contract with Ardent Construction LLC, for the 30<sup>th</sup> Street Water & Electric Light Station Rehabilitation project increasing the contract by \$63,281.00 from the amount of \$3,086,632.51 to a new total amount of \$3,149,913.51 and adding 136 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 rehabilitation and renovation of the historic 30<sup>th</sup> Street pump station 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 Arceneaux Wilson & Cole LLC to provide design and construction phase services for the 30th Street Water & Electric Light Station Rehabilitation project.
- E. The City Council awarded a contract with Ardent Construction LLC, in the amount of \$2,884,729.00 on 13 September 2018 for the construction of this project.
- F. The contract was increased \$36,299.51 to the amount of \$2,920,928.51 in Change Order #1 on 28 March 2019.
- G. The contract was increased \$41,184.00 to the amount of \$2,982,147.51 in Change Order #2 July 15, 2019.
- H. The contract was increased \$28,033.00 to the amount of \$3,010,180.51 in Change Order #3 September 20, 2019.
- I. The contract was increased \$65,188.00 to the amount of \$3,075,368.51 in Change Order #4 December 12, 2019.
- J. The contract was increased \$11,264.00 to the amount of \$3,086,632.51 in Change Order #5 January 7, 2020.





# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

### II. Current Situation

- A. Funding from CDBG Round 1 has been added to the available funding for this and 3 other Round 2.2 projects under construction for the City of Galveston. These projects were reduced from the desired scope to meet available Round 2.2 funding. That funding has now increased but cannot be utilized on any new projects. The ability to utilize that funding on the 30<sup>th</sup> Street WELS has allowed the City to add scope into the project and enhance its value.
- B. This change order addresses increasing the scope of work to more fully utilize available funding by providing items more fully described in the attached Engineer of Record recommendation.
- C. The largest items added back into the project are exterior (security) lighting and restoration of the exterior walkway.
- D. Ardent has requested additional fees of \$63,281.00 to perform this work.
- E. AWC (Engineer of Record) has recommended approval of this request.
- F. Approval of this change to the contract will provide the cumulative total increase of 9.19% to the original contract. All of that funding is from CDBG DR Non-Housing Round 2.2.

### III. Issues

This work is necessary to complete the project.

### IV. Alternatives in order of priority

- A. Approve Change Order No. 6 to the contract with Ardent Construction LLC, for the 30<sup>th</sup> Street Water & Electric Light Station Rehabilitation project increasing the contract by \$63,281.00 from the amount of \$3,086,632.51 to a new total amount of \$3,149,913.51.
- B. Do not approve the contract.

### V. Recommendation

- A. Approve Change Order No. 6 to the contract with Ardent Construction LLC, for the 30<sup>th</sup> Street Water & Electric Light Station Rehabilitation project increasing the contract by \$63,281.00 from the amount of \$3,086,632.51 to a new total amount of \$3,149,913.51.





# City of Galveston

## CAPITAL PROJECTS STAFF REPORT

### VI. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	\$ 3,086,632.51 (increase of \$63,281.00)
<u>Construction Administration</u>	<u>\$ 41,184.00</u>
Total Cost of Implementation	\$ 3,127,816.51

Respectfully Submitted,

J. Dudley Anderson  
Building Program Manager





## Texas General Land Office Disaster Recovery

### Construction Contract Change Order Request Form

<b>Engineer:</b> Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive Suite 320 Port Arthur, TX 77642  Phone No.: 409.724.7888	<b>Owner (Contractor Locality):</b> City of Galveston 823 Rosenberg Galveston, TX 77550  Phone No.: 409.797.3630	<b>Contractor:</b> Ardent Construction LLC 133 N. Friendswood Dr., No. 300 Friendswood, TX 77546  Phone No.: 832.900.4805 Agreement Date: 10/18/2018
Date: 12/30/2019  Project Code No.: P21567A-14  Bid Package No.: 228103-1_BID4	<b>Contract For (Project Description):</b>  30 <sup>th</sup> Street Water & Electric Light Station	GLO Contract No.: 15-081-000-8748  Change Order No.: 6

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
87	Furnish and Install Sod 2,617.33 S.F. @ \$ 0.75/S.F.		\$ 1,963.00
88	Furnish and Install HydroMulch 14,491.66 S.F. @ \$ 0.24/S.F.		\$ 3,478.00
89	Furnish and Install Steel Edging 165.2 L.F. @ \$ 2.50/L.F.		\$ 413.00
90	Furnish and Install Fabric 2,000 S.F. @ \$ 0.35/S.F.		\$ 700.00
91	Furnish and Install Gravel 85 C.Y. @ \$ 85.00/C.Y.		\$ 7,225.00
92	Reset & Move Concrete Curbs & Regrade 1 L.S. @ \$ 16,506.00/L.S.		\$ 16,506.00
93	Installation of New Exterior Lighting with Concrete Bases 1 L.S. @ 32,996.00		\$ 32,996.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$2,884,729.00	Original Contract Time: 365 days
Previous Change Order(s): No. 1 to No. 5 \$201,903.51	Net Change From Previous Change Orders: 105 days
Contract Price Prior to this Change Order: \$ 3,086,632.51	Contract Time Prior to this Change Order: 470 days
Net Increase/Decrease of this Change Order: \$ 63,281.00	Net Increase/Decrease of this Change Order: 136 days
Contract Price With all Approved Change Orders: \$ 3,149,913.51	Contract Time With all Change Orders: 606 days
Cumulative Percent Change in Contract Price (+/-): +9.19 %	Grantee Contract End Date: (mm/dd/yy) 12/31/2020
Construction Contract Start Date: (mm/dd/yy) 10/18/2018	Construction Contract End Date: (mm/dd/yy) 6/15/2020

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:

By: 

ENGINEER

Arceneaux, Wilson & Cole LLC

Date: 04/14/2020

APPROVED:

By: \_\_\_\_\_

OWNER

City of Galveston

Date: \_\_\_\_\_

ACCEPTED:

By: 

CONTRACTOR

Ardent Construction LLC

Date: 4/20/2020

### **JUSTIFICATION FOR CHANGE**

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "No", explain: Added construction items not included in original bid:			

Pricing is competitive for this type of work.

5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?

Yes       No

If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)

Yes       No

7. Is the TCEQ permit approval still valid? (sewer projects only)

Yes       No

8. Are the handicapped access requirements/approval still valid? (if applicable)

Yes       No

9. Are other Disaster Recovery contractual special condition clearance still valid?

Yes       No

(If no, specify):

**NOTE:** Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



April 14, 2020

Mr. Dudley Anderson, AIA  
Architectural Project Manager  
City of Galveston  
823 Rosenberg  
Galveston, TX 77550

**RE: RECOMMENDATION OF APPROVAL for CHANGE ORDER No. 6**  
**30<sup>th</sup> Street Water and Electric Light Station**  
**AWC Job No.: COG-080**

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Dear Mr. Anderson:

We have reviewed the cost submitted by Ardent Construction LLC for Change Order No. 6 for the 30<sup>th</sup> Street Water and Electric Light Station. Based on the scope of work the cost for Change Order No. 6 are acceptable. AWC recommends that the City of Galveston approve Change Order No. 6 in the amount of \$63,281.00, which will increase the Total Contract Amount for the project to \$3,078,565.51. In addition, AWC recommends that the contract completion date be extended by 136 calendar days for a new completion date of June 15, 2020 for the project.

If you have any questions or require additional information, please don't hesitate to contact the undersigned by email at [joe.wilson@awceng.com](mailto:joe.wilson@awceng.com) or by phone at 409-724-7888.

Sincerely,

ARCENEUX WILSON & COLE LLC

  
\_\_\_\_\_  
Joe M. Wilson, Jr., PE  
President



# City of Galveston

Solids Handling Building Replacement - Main WWTP

April 20<sup>th</sup>, 2020

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

From: Daniel Christodoss, P.E., City Engineer

**RE:** Please select **HRGreen** for the Professional Engineering Services for the Solids Handling Building Replacement Project at the Main Wastewater Treatment Plant (WWTP). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney after the engineering fee is negotiated and the scope is finalized with the selected firm.

## **I. Background**

- A. The Solids Handling Building suffered damages during hurricane Ike back in 2008 due to approximately 5 feet of flooding depth.
- B. Coastal environment has contributed to the poor condition of the building.
- C. Manual louvers, which at time stay open, allow for water to drip inside, contributing to create more damage over time.
- D. There is extensive corrosion damage to the building, and it needs to be replaced.

## **II. Current Situation**

- A. Manual louvers, which at time stay open, allow for water to drip inside, contributing to create more damage over time.
- B. Current powered ventilation units rest on wood supports installed due to corrosion and damage to the existing steel supports.
- C. Roof is, apparently, leaking.
- D. The current condition of the existing building, including electrical components, is poor and in need of replacement.
- E. Once the scope is approved by the City, HRGreen will be asked to provide a final technical scope and cost proposal.
- F. After review of the final scope and cost proposal by the City, and subsequent negotiations, the professional services contract will be developed and submitted for City Council Approval.





# City of Galveston

Solids Handling Building Replacement - Main WWTP

### III. **Impact or ramifications:**

If not awarded:

- A. The building, and its components will continue to deteriorate.
- B. Further deterioration could cause a greater negative financial impact on the City of Galveston.

### IV. **Alternatives in order of priority**

- A. Approve the Professional Services to the Solids Handling building at the Main WWTP by HRGreen.
- B. Do not approve the request and risk having the building continue to deteriorate, which could result in more remediation work at a later date.

### V. **Recommendation**

- C. Approve the Professional Services to the Solids Handling building at the Main WWTP by HRGreen.

### VI. **Fiscal Impact Report**

Requested by: Daniel Christodoss, P.E.  
City Engineer  
Funding Sources: S1610 Sewer CO 2017 Bonds Fund 42117

Fee	\$ 500,000.00
Construction Cost	\$ 5,500,000.00
Contingency	\$ 400,000.00
Construction Administration	\$ est. 60,000.00
Material Testing (estimated)	\$ <u>est.70,000.00</u>
<b>Total Cost of Implementation</b>	<b>\$ 6,530,000.00</b>

Respectfully Submitted,

Daniel Christodoss, P.E.  
City Engineer



## SCOPE OF SERVICES

### Professional Engineering Services for Removal and Replacement of the Solids Handling Building at Galveston's Main WWTP

#### GENERAL

The City of Galveston (CLIENT) has a 42 ft. x 152 ft. pre-engineered metal building (including building and canopy) housing its sludge dewatering presses and associated polymer and load out facilities. The building has been in service since roughly 2004. The environment is very harsh on the building due to the coastal environment as well as the humid processing of sludge inside the structure. The structure was inundated with approximately 5 feet of water during Hurricane Ike (September 2008) and sustained significant damage. The facility has manually operated louvers in the sidewall and power ventilation to provide fresh air supply. The manual louvers are typically left open allowing water to drip down the structure. The power ventilation units currently rest on wood supports installed due to corrosion and damage to the existing steel supports. The building contains three large overhead doors for access and equipment maintenance that are often left open, providing additional ventilation. Additionally, it appears the roof is leaking causing the insulation to fall in areas. The situations mentioned cause the building to be in poor condition with respect to secondary members, louver framing, ventilation equipment, exterior siding, insulation, and lower electrical components.

HR Green, Inc. (COMPANY) proposes to provide preliminary design evaluations to remove and replace the existing Solids Handling Building at the City of Galveston's Main WWTP. The work will include the following complete preliminary design evaluation with recommendation of removal and replacement alternatives.

#### PHASE 1 – PRELIMINARY DESIGN EVALUATION AND RECOMMENDATIONS

**A.** This portion of the work will define elements of the project to a level that will include the design layout of the building, preliminary design evaluations, and preliminary engineering report (PER) including an Engineer's opinion of probable costs (EOPC).

- 1) Develop and Evaluate Alternatives.** Perform a structural evaluation of the existing building steel frame members for reuse. This effort will focus on the building columns and bridge crane structure. The project will include evaluation of the size, layout and functionality of the building. The COMPANY will review existing City planning information for the Main WWTP and interview City staff to assess projected, twenty (20) year building and equipment needs. The main WWTP serves as a regional solids handling facility, additionally serving the Terramar, Pirates Beach, and Airport WWTPs. As per the City Engineer, future solids handling needs at the Main WWTP should include existing solids handling requirements for all of these facilities plus 50%. Items developed will include overall dimensions, ventilation, loading/unloading access, evaluation of existing process equipment to meet future needs, accommodation of future equipment needs, structural, architectural, mechanical as well as electrical and instrumentation concepts. Alternative evaluation of solids dewatering equipment will include rehabilitation of existing Belt Filter Presses (BFP), addition of BFPs, and /or

the use of alternative equipment. Review the layout/design alternatives and general planning/comparison costs with the CLIENT, for the CLIENT's selection before proceeding to preliminary design.

- 2) Develop Preliminary Concepts and PER.** For the alternative selected by the CLIENT, prepare building layout and preliminary drawings within a PER for review. The draft documents shall include background information/drawings, construction issues/staging, construction materials, building manufacturer evaluation, preliminary design layouts/concepts, and ancillary system requirements. A preliminary list of vendors will be provided for the building system or other features. Prepare a preliminary opinion of probable costs and develop a draft construction sequence.
- 3) Meeting with Owner.** Provide two (2) sets of documents to Owner. Meet with Owner to discuss concepts and issues of project and findings to date. The Owner shall provide any requirements/concerns of the project and COMPANY will address comments and finalize the documents. Coordinate scope and fee as well as a Notice to Proceed (NTP) for the Final Design.
- 4) Schedule and QC Review.** Complete an internal quality control (QC) review of the alternative analysis, preliminary design, and PER. All of the QC review will be done by Mike Halde who will prepare a review form and signature for each of the milestones listed in the schedule.

Task	Schedule
• Owner/Company Kick of Meeting	1 week after NTP
• Detailed Structural Evaluation	1 month after NTP
• Evaluate Size/Layout/Functionality of Bldg.	2 months after NTP
• Review Design Alternatives & Costs w/ Owner	2.5 months after NTP
• Prepare Draft Concept Definition	4.5 months after NTP
• Prepare PER	4.5 months after NTP
• Owner/Company Review Meeting	5 months after NTP
• Finalize Documents	6 months after NTP



# City of Galveston

Capacity Improvements for the Terramar WWTP

April 17<sup>th</sup>, 2020

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

From: Daniel Christodoss, P.E., City Engineer

**RE:** Please select **HRGreen** for the Professional Engineering Services for Capacity Improvements in the Terramar Wastewater Treatment Plant (WWTP) Service Area. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney after the engineering fee is negotiated and the scope is finalized with the selected firm.

## **I. Background**

- A. The Terramar WWTP needs to be assessed for the necessary capacity improvements to continue to comply with TCEQ requirements.
- B. Currently, the plant is nearing or exceeding its 75% average daily flow capacity.

## **II. Current Situation**

- A. The City must comply with the requirements established by TCEQ to avoid fines.
- B. Currently, the plant is nearing or exceeding its 75% average daily flow capacity.
- C. The City must prepare for expected increase in average daily flows due to future growth in the service area.
- D. Once the scope is approved by the City, HRGreen will be asked to provide a final technical scope and cost proposal.
- E. After review of the final scope and cost proposal by the City, and subsequent negotiations, the professional services contract will be developed and submitted for City Council Approval.





# City of Galveston

Capacity Improvements for the Terramar WWTP

### III. Impact or ramifications:

If not awarded:

- A. The City of Galveston will not be able to comply with TCEQ requirements.
- B. The City of Galveston will not enough capacity for future development and growth in the service area.
- C. The City of Galveston will be fined by TCEQ. Fines can reach \$25,000/per day for non-compliance.

### IV. Alternatives in order of priority

- A. Approve the capacity improvements to the Terramar WWTP by HRGreen.
- B. Do not approve the request and risk receiving penalties from the TCEQ for non-compliance.
- C. Risk stopping development in the service area due to lack of plant capacity.

### V. Recommendation

Select **HRGreen** for the Professional Engineering Services for Capacity Improvements in the Terramar Wastewater Treatment Plant (WWTP) Service Area.

### VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Sources:	S1903 Sewer CO 2017 Bonds Fund 42117
Fee	\$ 1,000,000.00
Construction Cost	\$ 12,668,931.00
Contingency	\$ 700,000.00
Construction Administration	\$ est. 80,000.00
Material Testing (estimated)	\$ est.150,000.00
<b>Total Cost of Implementation</b>	<b>\$ 14,598,931.00</b>

Respectfully Submitted,

Daniel Christodoss, P.E.  
City Engineer



## **PROPOSED SCOPE OF SERVICES**

### **Professional Engineering Services for Capacity Improvements in the Terramar WWTP Service Area**

#### **GENERAL**

The City of Galveston (CLIENT) owns and operates the Terramar Wastewater Treatment Plant (WWTP). The WWTP has a current average treatment capacity of 0.5 MGD and utilizes two continuous flow (flow through) Sequencing Batch Reactor (SBR) basins for secondary treatment. The WWTP also features an onsite influent lift station, mechanical screening, vortex grit removal, chlorine disinfection, aerobic digestion, and sludge storage. The WWTP is under notice from the Texas Commission on Environmental Quality (TCEQ) that average flows to the WWTP has exceeded the 75% capacity threshold level to initiate engineering and financial planning for expansion if flow is expected to increase. Once flows meet 90% of current capacity, the CLIENT is expected to take actions to start construction on the expansion. The CLIENT has indicated that current flows may be as high as 100% of the threshold levels or more. The CLIENT has also indicated that the Terramar service area is expected to increase significantly due to extending sewer service to areas that are currently on failing septic. The CLIENT has a Terramar sewer master plan that identifies infiltration and inflow (I&I) as a significant contributor to the influent flows with the understanding most is due to inflow into damaged manholes. As a result, the CLIENT requires an engineering evaluation to determine the current and future flows and loadings of the Terramar service area.

HR Green, Inc. (COMPANY) proposes to provide an engineering analysis as a Phase 1 effort to evaluate the system characteristics and needed expansion requirements at the Terramar WWTP. The work will include the following:

- complete preliminary design evaluations including determination of current and future influent flows and loadings, determination of current treatment limitations at current and future loadings, evaluation of up to three (3) alternatives for treatment improvements as described below, and finalize recommendations in a Preliminary Engineering Report (PER);

#### **PHASE 1 –WASTEWATER SYSTEM CHARACTERIZATION, PRELIMINARY DESIGN EVALUATION AND RECOMMENDATIONS**

1. Project Management. Provide on-going project management for this preliminary design phase of the project. This portion of the work will define elements of the project to a Preliminary engineering Report (PER) that will be used as the basis for final design and is expected to be complete within six (6) months.
2. Client Design Review Meeting. Meet with the CLIENT to discuss concepts and issues of the project and findings to date as well as review deliverable documents for comments. The CLIENT shall provide any requirements/concerns of the project. Three (3) design review meetings are assumed for this phase including (1) kickoff meeting, (2) Flow and Alternative Review workshop, and (3) PER review meeting

3. Existing Data Review. Existing data review for geotechnical investigations, property information, and existing easement information for the project. Review of previous design for the proposed expansion of the WWTP to 1.0 MGD average daily treatment.
4. Confirm Discharge Permit Requirements. The City and design team will meet with TCEQ to confirm proposed effluent discharge limitations and any related changes. COMPANY assumes for this scope that no regulatory changes are anticipated.
5. Survey Services. Survey of the project location in order to collect additional information on water services, sanitary sewer, storm sewer, private utility information, and other surface features. The survey will be completed by a sub-consultant and incorporated into the design. Survey will include the following:
  - a) Data collection of utilities at the project site will be performed only as marked in the field through Texas One-Call or readily visible on the surface. This includes the location of utility appurtenances (e.g., telephone pedestals, power poles, guy wires, valves, manholes, intakes, etc.). Locations of all un-marked utilities will be based off paper and/or digital maps available through Texas One-Call.
  - b) Coordinate with utility companies to determine the location of their existing facilities within the project limits and any specific construction requirements (e.g., crossing, separation, etc.).
  - c) Topographic survey, partial boundary surveys for adjacent property, right-of-way lines, and easements.
6. Collection System Assessment and Documentation: Based on our conversation with the CLIENT, the Terramar service area has significant Inflow and Infiltration. In an effort to better understand this, we will perform an assessment of the Terramar service area collection system.. The documentation of the condition assessment for the manholes will be similar to the NASSCO Manhole Assessment Condition (MACP) grading system (Bad, Poor, Fair, Good, and Excellent) and converted to a numerical prioritization rating from 1(Bad) through 5(Excellent). The data fields and information proposed to be included in the manhole assessment are shown within the example form included in this scope of services. The physical conditions of existing sanitary sewer lines will not be directly assessed. However, based on field investigations at the manhole, the sanitary sewer line inlet and outlet will be assessed, for pipe size and material observed. The condition grades for the sanitary sewer lines will be assigned a similar numerical prioritization rating from 1 through 5 based on the age (obtained from the CLIENT) and material of the pipe for service life expectations. The manholes will be GPS located (centimeter grade accuracy using Trimble data collectors) and the characterization data will be saved in a format that may be imported into the City's ArcGIS system. An ArcGIS Dashboard will be set up, building on the CLIENT's current GIS system. The Dashboard is an interactive viewport of the geographic information and a working platform that allows users to view, add and edit system components including but not limited to geographic information, condition and photographs of each asset (manholes, pipes, etc.). COMPANY will provide field asset characterizations for the manholes and initial observations of the pipelines as described above at a rate of approximately 20 manholes per day. The Terramar system contains approximately 760 manholes. The

field data collection will take approximately 1.5 to 2.0 months, depending on manhole access and location constraints. These characterizations will be completed within the initial phases of the preliminary engineering evaluation as shown in the project schedule below. Database entry and asset characterizations will be performed on a real time basis and be observable (as mentioned above) through an interactive viewport.

7. Establish Design Flow Conditions. COMPANY will work with Client to establish current and future design (flows and loadings) basis based on historical WWTP effluent flow data, projected growth in the area, service area changes as well as the collection system assessment information obtained as described within Task Item No. 6. COMPANY, as needed within Task Item No.7, may provide as an additional service : smoke testing, sanitary sewer televising (TV) and other field evaluations to establish the design flow condition for the plant. Smoke testing, TV and other field evaluations will be completed by a sub-consultant. COMPANY will utilize Terramar Master Plan for service area information. CLIENT shall provide historical WWTP flow data for the past five years. If available, increased resolution or shorter time interval flow data shall be provided to understand flow changes throughout average and peak day scenarios.
8. Treatment Alternatives: COMPANY will review and evaluate up to three (3) alternatives for liquid and solids treatment of the projected flow and loads agreed to by the CLIENT. COMPANY understands the City would like to reuse as much of the existing facilities as possible. COMPANY is not completing an evaluation of the existing facility structures. Complete capital and O&M costs will be developed for each alternative. The alternatives will be reviewed with the City for selection of the proposed/recommended treatment alternative. Three (3) alternatives will include:
  - a) providing capacity with similar plant technologies “Flow through SBR”,
  - b) converting the existing SBRs tankage to a conventional treatment system (new clarifiers, etc), and
  - c) a combination of options 1 or 2 with a peak flow treatment train to handle high flows.
9. Plant-wide Electrical Upgrade Evaluation: For this scope item, COMPANY will perform an analysis of the current incoming power source at the WWTP for the expansion needs. The existing service capacity as well as redundant power source requirements of the TCEQ will be reviewed for the new plant facilities. Age of the existing facilities and service availability of the existing equipment will be reviewed for potential re-use. COMPANY will also review SCADA system architecture for reuse or upgrade.
10. Recommend Selected Alternative. Additional information will be prepared for the recommended wastewater treatment alternative. This will include an evaluation and identification of building code/permitting constraints and requirements. A complete site plan will be prepared showing the proposed facilities. A preliminary construction schedule and sequence will be developed to show how the improvements will be constructed maintaining treatment needs of the service area. An Engineer’s Opinion of Probable Construction Cost will be developed for the proposed improvements.

Finalize the PER documenting all work scope listed above, conceptual design layout illustrating recommended alternative layout as well as an Engineer's Opinion of Probable Construction cost (EOPCC)). COMPANY will complete QA/QC review prior to submission of all deliverables. .

11. Meeting with CLIENT. Provide two (2) hardcopy sets and an electronic (PDF format) copy of deliverable documents to CLIENT. COMPANY will facilitate one (1) meeting with CLIENT to review PER and make reasonable changes. Coordinate scope and fee as well as a Notice to Proceed (NTP) for the Final Design.
12. Schedule and QC. Complete an internal quality control (QC) review. All of the QC review will be done by Mike Halde who will prepare a review form and signature for each of the milestones listed in the schedule.

Task	Schedule
• City Kick of Meeting	1 week after NTP
• Survey Services	3 months after NTP
• Collection System Assessment and Documentation	3 months after NTP
• Evaluation of Design Flow Conditions	3 months after NTP
• Evaluation of Treatment flow alternatives	3.5 months after NTP
• Flow and Alternative Review Meeting	4 months after NTP
• PER submission	5 months after NTP
• PER review meeting	5.5 months after NTP
• PER wrap-up and completion	6 months after NTP

13. EXAMPLE FORM

Location: WASHINGTON ST & OHIO ST

\* MH 10045 \*

Condition: POOR

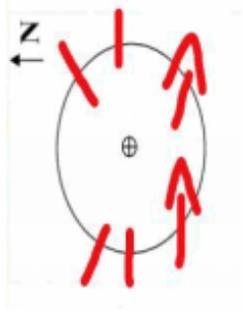
Manhole Attributes		Location & GPS Data		Inspection Findings	
NASSCO Manhole Use: Sanitary	Latitude: 30.054962	Longitude: -94.009732	Inspection Date: November 04, 2015	Inspected By: KSL	
Lifecycle Status: Active	Floodplain Location: 600-Year Floodplain		NASSCO Inspection Status: Surface Inspection	NASSCO Weather: Damp	
NASSCO Location Code: Light Highway - Local/Roads	Rim Elevation (ft): 20.79	Elevation at Invert Center (ft): 16.08	NASSCO Evidence of Surcharge: No	NASSCO Cover Condition: Sound	
NASSCO Surface Type: Asphalt	Manhole Depth (ft): 13.71	Collected By: HR GREEN	NASSCO Cover Adjustment Ring Condition: Sound	NASSCO Frame Condition: Sound	
NASSCO Access Type: Manhole	Collection Date: October 11, 2015	Collection Method: Surface Asses. Survey	NASSCO Frame Seal Condition: Sound	NASSCO Frame Seal Inflow: None	
Access Cover Type: Cover	GPS Service Used: VRS	GPS Collection Status: Complete		Chimney (I & I): Dryer	
NASSCO Cover Size (ft): 23.25	GPS Satellite Used: 11	GPS Quality: 4	Inspection Condition: Unaddressed	Inspection Notes: LOTS OF ISI FROM BRICKS IN WALL	
NASSCO Cover Width (ft): 23.25	GPS PDOP: 2.00	GPS HDOP: 1.00	Other Notes:		
Cover Bolted: False		GPS VDOP: 1.70			
Manhole Size: 48"					
Chimney Material: Brick					
Cone Material: Brick					
Well Material: Brick					

**Mains Flowing Away From Manhole**

Survey Main ID	Material	Diameter (in.)	Length (ft.)	Station	Rise	Invert (ft.)	Head (ft.)
2292	Reinforced Concrete Pipe	18	498.82	10045	20.79	14.28	15.51

**Mains Flowing Into Manhole**

Survey Main ID	Material	Diameter (in.)	Length (ft.)	Station	Rise	Invert (ft.)	Head (ft.)
2280	PVC	6	520.15	10045	23.79	14.27	15.42
2284	PVC	18	260.04	10045	20.76	14.27	15.42





# City of Galveston

Retrofitting the Dewatering Equipment for the Grit Removal System – Main WWTP

April 21<sup>st</sup>, 2020

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

From: Daniel Christodoss, P.E., City Engineer

**RE:** Please select **HRGreen** for Professional Engineering Services for Retrofitting the Dewatering Equipment for the Grit Removal System at the Main Wastewater Treatment Plant (WWTP). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney after the engineering fee is negotiated and the scope is finalized with the selected firm.

## **I. Background**

- A. The complete grit removal system at the Main WWTP was installed in 2012, as part of its reconstruction project.
- B. Due to the nature of the grit in the City's wastewater, the output contains a lot of water.
- C. Disposing grit with such high amount of water is costly.
- D. The City has worked with the provider of the current equipment to produce grit with less water, but has not been able to achieve the necessary outcome.

## **II. Current Situation**

- A. The current water content on the grit is too high, requiring costly disposal.
- B. After trying several methods to reduce the water content, the City has not been successful in lowering enough for typical disposal.
- C. Once the scope is approved by the City, HRGreen will be asked to provide a final technical scope and cost proposal.
- D. After review of the final scope and cost proposal by the City, and subsequent negotiations, the professional services contract will be developed and submitted for City Council Approval.





# City of Galveston

Retrofitting the Dewatering Equipment for the Grit Removal System – Main WWTP

### III. Impact or ramifications:

If not awarded:

The City will continue to incur in high-cost disposal of grit due to the amount of water present.

### IV. Alternatives in order of priority

- A. Approve the Professional Services for Retrofitting the Dewatering Equipment for the Grit Removal System at the Main WWTP.
- B. Do not approve the request and continue to incur in high-cost disposal of grit.

### V. Recommendation

Approve the Professional Services for Retrofitting the Dewatering Equipment for the Grit Removal System at the Main WWTP by HRGreen.

### VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Sources:	\$1610 Sewer CO 2019 Bonds Fund 42119
Fee	\$ 150,000.00
Construction Cost	\$ 1,500,000.00
Contingency	\$ 500,000.00
Construction Administration	\$ est. 70,000.00
Material Testing (estimated)	\$ est.40,000.00
<b>Total Cost of Implementation</b>	<b>\$ 2,260,000.00</b>

Respectfully Submitted,

Daniel Christodoss, P.E.  
City Engineer



## **PROPOSED SCOPE OF SERVICES**

### **Professional Engineering Services for Retrofitting the dewatering equipment for the Grit Removal System at the City of Galveston, TX Main Wastewater Treatment Plant.**

#### **GENERAL**

The City of Galveston (CLIENT) currently utilizes Hydro International's HydroCell®, TeaCup® and Grit snail® to remove, separate, classify and wash grit from the incoming sewage flows to the Main Wastewater Treatment Plant (WWTP). The complete grit removal system was installed as part of the 2012 Main WWTP reconstruction project.

The HeadCell® is a stacked tray grit, sand and solids separator that captures and retains wastewater grit from incoming sewage flow. The captured grit is pumped into the TeaCup®, which is an accelerated gravity grit removal, separation system removing organics and some liquid from the pumped grit flow. Flow from the TeaCup® feeds the Grit Snail®, which is a dewatering belt escalator that captures and dewateres the fine grit output. Due to the fine nature of the grit in the wastewater, the grit output from the Grit Snail® is still very wet requiring a special, more costly disposal. The CLIENT has worked with Hydro International to optimize the system to produce a dryer grit output but has not had much success. The belt system on the Grit Snail® runs at the slowest speed possible to allow the grit to drain as much as possible on route to the dumpster below. The CLIENT currently uses perforated dumpster containers to try to reduce the water content of the grit with little success. The CLIENT intends to replace the Grit Snail® with an auger type dewatering screw conveyor. It is intended that the mechanical rotation of the auger would churn through the grit to remove more water from the grit on route to the dumpster.

HR Green, Inc. (COMPANY) proposes to provide an expedited preliminary design, final design, and bidding services as well as engineering services during construction to retrofit the existing grit system as discussed above. The work will include the following:

- Prepare final design documents for the retrofit,
- Provide bidding assistance, and
- Provide engineering services as the Engineer of Record during construction.

#### **PHASE 1 – FINAL DESIGN AND BIDDING ASSISTANCE**

##### **TASK A - PROJECT MANAGEMENT**

1. Project Management: Provide on-going project management during this phase. Project management to include review of budget and schedule, project staffing and invoicing to the client. Assume design and bidding will last for four (4) months.
2. Project Kickoff Meeting: Conduct a project kickoff meeting to clarify and identify specific project elements and objectives. Discuss the project staffing and organization, as well as the project schedule and deadlines.
3. Project Progress Meeting: Conduct periodic conference calls to keep CLIENT informed of progress on the project. Provide summary of the project tasks, schedule

and budget. Assume up to six (3) progress conference calls with CLIENT in addition to those included below.

## TASK B - DESIGN PHASE SERVICES

- 1) The phase of work is expected to be complete within three (3) months.
- 2) Design for retrofitting the existing Grit Snail® dewatering equipment with an auger type dewatering screw conveyor. Improvements to include:
  - a) Retrofitting the existing TeaCup® to be free standing and supported off the headworks structure top slab,
  - b) Remove and replace the existing Grit Snail® dewatering equipment with an auger type dewatering screw conveyor,
  - c) Retrofit the existing piping to route the grit effluent from the TeaCup® to the auger type dewatering screw conveyor as well as retrofit the overflow and removed liquid from the TeaCup® and the auger type dewatering screw conveyor to the headworks,
  - d) Electrical and Instrumentation & Controls retrofit to allow for the operation and control of the auger type dewatering screw conveyor from the existing control panel,
  - e) Incidental work (as applicable) to make the system operational as intended.
- 3) Existing data collection and review.
- 4) Prepare construction specifications and contract documents for the project. A mix of CLIENT'S and COMPANY'S standard specifications and contract documents will be used. Contract documents will be submitted for review at the 60% and Design Completion (100%) Milestones following internal Company QA/QC review. CLIENT meetings will be held after each milestone to discuss content and schedule of project, and receive comments to be incorporated into the contract documents.
  - a) 60% Design generally is defined to include the following:
    - i) Preparation of final site plans including locations of structures, major piping, and the site plans are all finalized during this phase to allow final detailing in the next phase of design.
    - ii) Preliminary mechanical and structural plan and sections.
    - iii) Develop electrical/control panel layouts and elevations. Develop preliminary P&IDs.
    - iv) Draft specifications for major equipment, piping, concrete, as well as electrical and instrumentation/control work.
  - b) Design Completion generally is defined as the final review of documents prior to submittal to permitting agencies and prior to bidding. Final documents are submitted to CLIENT for review and comments are incorporated into final bid set documents. COMPANY will submit revised documents to CLIENT for approval and then the bid set documents are submitted to regulatory agencies.

- c) Prepare an updated EOPCC for the project at the 60% and 100% complete milestones. Provide a final opinion of probable cost for the project to file with the completed documents.
- 5) Submit drawings, specifications, contract documents, and engineer's opinion of probable cost at the 60% and Design Completion (100%) milestones to CLIENT for review.
- 6) Drawings anticipated to include the following sheets:
  - a) Cover Sheet with Vicinity Map
  - b) Index, General and Private Utility Notes (1 sheet)
  - c) Legend, Abbreviations, Symbols and Notes (1 sheet)
  - d) Detail Sheets (1 sheets)
  - e) Existing/Demolition Plans (1 sheet)
  - f) Existing/Demolition Sections (1 sheet)
  - g) Proposed Structural Plans (1 sheet)
  - h) Proposed Structural Sections (1 sheet)
  - i) Proposed Process/Mechanical Plans (1 sheet)
  - j) Proposed Process/Mechanical Sections (1 sheet)
  - k) Proposed Electrical Plans and Sections (1 sheet)
  - l) Proposed Electrical One-Line Diagram and Control Schematics (1 sheet)
- 7) Meet with CLIENT at each design milestone to discuss concepts and issues of project and findings to date. The CLIENT shall provide any requirements/concerns of the project.
- 8) Provide an internal quality assurance and quality control review of the design documents and make recommended changes as needed. Mike Halde PE, will be the designated QA/QC reviewer and will not be directly involved with the design. He will prepare QA/QC documentation and sign off on the review for each identified milestone.
- 9) Prepare and submit construction permit application documents to the TCEQ for approval as applicable.
- 10) Develop a final project schedule for construction completion including approximate construction rain delays.

#### TASK C - BIDDING PHASE SERVICES

1. Provide on-going project management for this phase of the project. This phase is expected to be complete within one (1) month.
2. Provide construction documents to CLIENT for distribution, to prospective bidders, contractors, sub-consultants, area plan houses, and material/equipment suppliers. Construction documents will be delivered electronically and as required for bidding in coordination with Construction Department.
3. Assist CLIENT in advertising for and obtaining bids for construction.

4. Correspond with prospective bidders, suppliers, and other interested parties with questions and comments during the bid period. Issue addenda as appropriate to interpret, clarify, or expand bidding documents.
5. Consult with and advise CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the Contractor for those portions of the work where such acceptability is required by the bidding documents. COMPANY will also evaluate bid costs, as referenced in Task Item No. 7.
6. Attend pre-bid meeting (one meeting). COMPANY's role will include the technical elements of the construction projects, construction sequencing, etc. COMPANY will prepare meeting notes for incorporation into CLIENT-issued addenda.
7. COMPANY will prepare bid tabulation sheets, and assist CLIENT in evaluating bids and awarding contracts for construction.
8. Prepare conformed (As-bid) construction documents.
9. Review the executed construction contract documents.

## **PHASE 2 – ENGINEERING SERVICES DURING CONSTRUCTION**

### **TASK A – CONSTRUCTION PHASE SERVICES**

1. Provide on-going project management for this phase of the project. This phase is expected to be complete within approximately four (4) months from the date of construction award. This is intended to include the typical 8-12 weeks of submittal as well as equipment fabrication and delivery to the site. If construction is delayed due to
2. Attend a pre-construction meeting with CLIENT, contractor, subcontractors, and other public and private utility companies. Prepare and distribute meeting minutes to all attendees. Issue a Notice-to-Proceed to contractor.
3. Provide general correspondence with CLIENT, contractor, subcontractors, and suppliers throughout the project duration. Act as CLIENT'S representative, consult with and advise CLIENT, issue instructions to contractor, and have the authority to act on behalf of CLIENT.
4. Interpret the intent of the drawings, specifications, and contract documents to protect CLIENT against defects and deficiencies in construction on the part of contractor; however, COMPANY cannot guarantee the performance of any contractor.
5. Respond to requests for clarification, and review and recommend action on contractor-initiated claims. Prepare letter scopes of work for design based contract modifications, COMPANY's estimates for change orders, and process change orders.
6. Review contractor submittals required by the contract documents, and make appropriate responses. It is assumed that a total of five (5) submittals and resubmittals will be received.
7. Review construction schedule and monthly updates for general compliance with design intent. Review will consist of verifying that the contractor creates a schedule

to complete the construction by the date noted in the contract documents and that the contractor maintains the schedule to reflect actual progress and updated forecast.

8. Review the accuracy and appropriateness of the Contractor's schedule of values and review, evaluate, and prepare recommendations with signature for submittal to the CLIENT regarding the contractor's request for progress payments. Recommendation will include discussion of their invoice in relation to the schedule of values, work completed, and materials and equipment delivered to the site.
9. Attend one substantial completion site visit to make a pre-final inspection and prepare a punch list.
10. With confirmation by CLIENT, prepare a certificate of substantial completion to initiate the warranty period for the project.
11. Collate and bind Operation and Maintenance submittal information provided by the equipment supplier.
12. Work with CLIENT make a pre-final inspection, prepare punch lists, conduct a final inspection, review contract closeout documentation and recommend final payment to close-out the construction contract. COMPANY will conduct start-up/tests for the facilities as defined in the specifications.
13. Prepare record drawings based on construction records provided by contractor. Provide to CLIENT one (1) reproducible hard copy drawings and a CD of electronic files.
14. Start-up services, warranty assistance and resident construction observation can be included as Supplemental Services.



# City of Galveston

Rehabilitation and Improvements of Lift Stations #34, #37, #49, #52 and #56

April 20<sup>th</sup>, 2020

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

From: Daniel Christodoss, P.E., City Engineer

**RE:** Please select **HRGreen** for Professional Engineering Services for Rehabilitation and Improvements of Lift Stations #34, #37, #49, #52 and #56. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney after the engineering fee is negotiated and the scope is finalized with the selected firm.

## **I. Background**

- A. The City engaged another Consultant to evaluate 34 out of 58 Lift Stations around the Island.
- B. The conditions of Lift Stations were categorized as Critical, Major, Minor and Cosmetic.
- C. Evaluation identified existing damage and corrosion.
- D. The City has identified the following Lift Stations as part of this next round of rehabilitation: #34, #37, #49, #52 and #56

## **II. Current Situation**

- A. No other evaluations or improvements have been performed to these Lift Stations.
- B. Once the scope is approved by the City, HRGreen will be asked to provide a final technical scope and cost proposal.
- C. After review of the final scope and cost proposal by the City, and subsequent negotiations, the professional services contract will be developed and submitted for City Council Approval.





# City of Galveston

Rehabilitation and Improvements of Lift Stations #34, #37, #49, #52 and #56

### III. **Impact or ramifications:**

If not awarded:

- A. Lift Stations will continue to deteriorate.
- B. Further deterioration could cause a greater negative financial impact on the City of Galveston.

### IV. **Alternatives in order of priority**

- A. Approve the Professional Services for Rehabilitation and Improvements of Lift Stations #34, #37, #49, #52 and #56.
- B. Do not approve the request and risk having these Lift Stations continue to deteriorate and incur in violations based on TCEQ requirements.

### V. **Recommendation**

Approve the Professional Services to the Rehabilitation and Improvements of Lift Stations #34, #37, #49, #52 and #56 by HRGreen.

### VI. **Fiscal Impact Report**

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Sources:	\$1701 Sewer CO 2017 Bonds Fund 42117 \$1701 Sewer CO 2019 Bonds Fund 42119

Fee	\$ 250,000.00
Construction Cost	\$ 2,500,000.00
Contingency	\$ 500,000.00
Construction Administration	\$ est. 80,000.00
Material Testing (estimated)	\$ <u>est.50,000.00</u>
<b>Total Cost of Implementation</b>	<b>\$ 3,380,000.00</b>

Respectfully Submitted,

Daniel Christodoss, P.E.  
City Engineer



## **PROPOSED SCOPE OF SERVICES**

### **Professional Engineering Services for Rehabilitation and Improvement of Lift Stations #34, #37, #49, #52 and #56 for the City of Galveston, TX**

#### **GENERAL**

The City of Galveston (CLIENT) engaged a consultant to evaluate 34 of the 58 lift stations (LS) owned and operated by the City. The remaining LS were not evaluated due to their recent rehabilitation within the last 5 years and were considered in good operating condition by the CLIENT. The evaluated LS were categorized as Tier 1 – Critical, Tier 2 – Major, or Tier 3 – Minor and Cosmetic based on lift station importance, identified damage and existing corrosion. The CLIENT is in the process of rehabilitating the evaluated LS and currently working through the list based on the rating system identified in the above evaluation. The CLIENT has identified the following LS as the next round of LS rehabilitations.

1. Lift Stations #34
2. Lift Stations #37
3. Lift Stations #49
4. Lift Stations #52
5. Lift Stations #56

HR Green, Inc. (COMPANY) proposes to provide preliminary design, final design, and bidding services as well as engineering services during construction to rehabilitate the above listed LS. The work will include the following: (1) prepare final design documents for the rehabilitation of the LSs, (2) provide bidding assistance, and (3) provide engineering services as the engineer of record during construction.

#### **PHASE 1 – FINAL DESIGN AND BIDDING ASSISTANCE**

##### **TASK A - PROJECT MANAGEMENT**

1. Project Management. Provide on-going project management during this phase. Project management to include review of budget and schedule, project staffing, invoicing to the client, and internal/sub-consultant coordination. Assume design and bidding will last for twelve (12) months. COMPANY shall schedule meetings as well as share documents and information through SMARTSHEET along with follow-up e-mails. Invoices will be submitted with appropriate documentation that substantiates work/amount invoiced.
2. Project Kickoff Meeting. Conduct a project kickoff meeting to clarify and identify specific project elements and objectives. Discuss the project staffing and organization, as well as the project schedule and deadlines. COMPANY will prepare and sign meeting minutes/ memorandum of understanding for this meeting.
3. Project Progress Meeting. Conduct periodic meetings and conference calls to keep CLIENT informed of progress on the project. Provide summary of the project tasks, schedule and budget. Assume up to six (6) progress meetings and conference calls (1 meeting and 5 conference calls) with CLIENT in addition to those included below.

## TASK B - DESIGN PHASE SERVICES (January 2020 to the end of September 2020)

1. Design for improvements to the above listed LS will be based on existing evaluations, previously prepared by CLIENT and documented within the CLIENT's LS masterplan, and deficiencies noted during site visits by the COMPANY. Improvements to include:
  1. Equipment (pumps, valves, piping, guide rails, controls) replacement,
  2. Elevation of control panels as required,
  3. Site/civil (paving, fencing) improvements,
  4. Decommissioning of valve vaults (as applicable),
  5. Addition of valves for temporary pump connection,
  6. Addition of wet well bypass manhole(as applicable),
2. Existing data review for geotechnical investigations, property information, and existing easement information. Identification of permits required or agency coordination for the project sites.
3. Survey Services. Survey of the project locations in order to collect additional information on water services, sanitary sewer, storm sewer, private utility information, and other surface features. The survey will be completed by a sub-consultant and incorporated into the design. Survey will include the following:
  1. Data collection of utilities at the project sites will be performed only as marked in the field through Texas One-Call or readily visible on the surface. This includes the location of utility appurtenances (e.g., telephone pedestals, power poles, guy wires, valves, manholes, intakes, etc.). Locations of all un-marked utilities will be based off paper and/or digital maps available through Texas One-Call.
  2. Coordinate with utility companies to determine the location of their existing facilities within the project limits and any specific construction requirements (e.g., crossing, separation, etc.).
  3. Topographic survey, partial boundary surveys for adjacent property, right-of-way lines, and easements.
  4. Title research, includes research of current owners, adjoining property owners, and available easements on property.
4. COMPANY will work with Client to establish future LS design flows based on historical performance, projected growth in the area, and service area changes. .
5. Develop conceptual designs (30% Design Technical Memo and Engineer's Opinion of Probable Construction cost (EOPCC)) for each LS improvements. Submittal to CLIENT to include Technical Memorandum, conceptual design drawings, EOPCC, and survey findings. Technical memorandum will document pump and other equipment sizing, regulatory review and compliance, flood elevations, and design criteria. COMPANY will complete QA/QC review prior to submission. QA/QC documentation will be prepared and signed by a professional that is not directly involved with the design. A Client meeting will be completed to review the documents

and gather any comments. Discuss any changes to assumptions made during scoping.

6. Prepare construction specifications and contract documents for the LSs. A mix of CLIENT'S and COMPANY's standard specifications and contract documents will be used. All LS sites will be included in one bid package. Contract documents will be submitted for review at the 60%, 90%, and Design Completion (100%) Milestones following internal Company QA/QC review. CLIENT meetings will be held after each milestone to discuss content and schedule of project, and receive comments to be incorporated into the contract documents.

1. 60% Design generally is defined to include the following:

- i) Preparation of final site plans including locations of structures, access roads, equipment, major piping, and the site plans are all finalized during this phase to allow final detailing in the next phase of design.
  - ii) Preparation of preliminary site grading drawings, traffic control, and storm water control concepts, as needed. Floor levels and finished grades will be finalized.
  - iii) Preliminary LS plan and sections.
  - iv) Establish foundation design criteria based on available geotechnical information. Prepare structural drawings.
  - v) Develop electrical/control panel layouts and elevations for lift stations. Develop preliminary P&IDs.
  - vi) Draft specifications for major equipment.
2. 90% Design generally is defined as adding final details to drawings and completing the specifications; 90% design includes the following:
    - i) Prepare remaining general specifications. Finalize specifications for civil and structural elements as well as mechanical and electrical equipment.
    - ii) Finalize drawings and complete detail sheets, traffic control, and notes sheets.
    - iii) Design Completion generally is defined as the final review of documents prior to submittal to permitting agencies and prior to bidding. Final documents are submitted to CLIENT for review and comments are incorporated into final bid set documents. Bid set documents are submitted to regulatory agencies.
  3. Prepare an updated EOPCC for the project at the 60%, 90% and 100% complete milestones. Provide a final opinion of probable cost for the project to file with the completed documents.

7. Submit drawings, specifications, contract documents, and opinion of probable cost at the 60%, 90%, and Design Completion (100%) milestones to CLIENT for review. COMPANY shall submit hardcopies (100% Design) only as required for Bid.
8. Drawings anticipated to include the following sheets:
  1. Cover Sheet with Vicinity Map and Index
  2. Legend, Abbreviations
  3. General and Private Utility Notes (1 sheet)
  4. Process Symbols, Legends and Notes (1 sheet)
  5. Structural Symbols, Legends and Notes (1 sheet)
  6. Electrical Symbols, Legends and Notes (1 sheet)
  7. Traffic Control (5 sheets)
  8. SWPPP Details (2 sheets)
  9. Detail Sheets (5 sheets)
  10. Survey Control and Site Plan (5 sheets)
  11. Existing/Demolition Plans (5 sheets)
  12. Existing/Demolition Sections (5 sheets)
  13. Proposed Plans (5 sheets)
  14. Proposed Sections (5 sheets)
  15. Proposed Electrical Plans (5 sheets)
  16. Proposed Electrical Sections (5 sheets)
  17. Proposed Electrical One-Line Diagrams (5 sheets)
  18. Proposed Control Schematics (5 sheets)
9. Meet with CLIENT at each design milestone to discuss concepts and issues of project and findings to date. The CLIENT shall provide any requirements/concerns of the project.
10. Provide an internal quality assurance and quality control review of the design documents and make recommended changes as needed.
11. Prepare and submit construction permit application documents to the TCEQ for approval as applicable.
12. Develop a final project schedule for advertisement, bidding (letting date, time, and place), and construction completion. COMPANY shall add approximate rain days expected to the length of project construction schedule..

**TASK C - BIDDING PHASE SERVICES (October 2020 to the end of December 2020)**

1. Provide on-going project management for this phase of the project. This phase is expected to be complete within one to two (1-2) months.
2. Provide construction documents to CLIENT for distribution, to prospective bidders, contractors, sub-consultants, area plan houses, and material/equipment suppliers. Construction documents will be delivered electronically and by hardcopy as required.
3. Assist CLIENT in advertising for and obtaining bids for construction.

4. Correspond with prospective bidders, suppliers, and other interested parties with questions and comments during the bid period. Issue addenda as appropriate to interpret, clarify, or expand bidding documents.
5. Consult with and advise CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the Contractor for those portions of the work where such acceptability is required by the bidding documents.
6. Attend pre-bid meeting (one meeting). COMPANY's role will include the technical elements of the construction projects, construction sequencing, etc. COMPANY will prepare meeting notes for incorporation into CLIENT-issued addenda.
7. COMPANY will prepare bid tabulation sheets, and assist CLIENT in evaluating bids and awarding contracts for construction.
8. Preparation, approval, and signatures for construction contract documents, to be performed by the CLIENT.
9. Prepare conformed (As-bid) construction documents.

## **PHASE 2 – ENGINEERING SERVICES DURING CONSTRUCTION**

### **TASK A – CONSTRUCTION PHASE SERVICES (Jan. 2021 to the end of Dec.2021)**

1. Provide on-going project management for this phase of the project. This phase is expected to be complete in approximately 12 months from the date of bid.
2. Attend a pre-construction meeting with CLIENT, contractor, subcontractors, and other public and private utility companies. The CLIENT will prepare the agenda, conduct the meeting, and distribute meeting minutes to all attendees. The CLIENT will issue a Notice-to-Proceed to contractor.
3. Provide general correspondence with CLIENT, contractor, subcontractors, and suppliers throughout the project duration. Act as CLIENT'S representative, consult with and advise CLIENT, issue instructions to contractor, and have the authority to act on behalf of CLIENT.
4. Interpret the intent of the drawings, specifications, and contract documents to protect CLIENT against defects and deficiencies in construction on the part of contractor; however, COMPANY cannot guarantee the performance of any contractor.
5. Respond to requests for clarification, and review and recommend action on contractor-initiated claims. Prepare letter scopes of work for design based contract modifications, COMPANY's estimates for change orders, and process change orders.
6. Review contractor submittals required by the contract documents, and make appropriate responses. It is assumed that thirty (30) submittals will be received (all project sites) and 30% of the submittals will need to be re-submitted.
7. Review construction schedule and monthly updates for general compliance with design intent. Review will consist of verifying that the contractor creates a schedule to complete the construction by the date noted in the contract documents and that

the contractor maintains the schedule to reflect actual progress and updated forecast.

8. Review the accuracy and appropriateness of the Contractor's schedule of values and review, evaluate, and prepare recommendations with signature for submittal to the CLIENT regarding the contractor's request for progress payments. Recommendation will include discussion of their relation to the schedule of values, work completed, and materials and equipment delivered to the site.
9. Provide site visits by the Project Engineer to review construction progress and coordinate with Contractor. Included site visits are as follows:
  - a. Monthly progress site meetings with Contractor, based on estimated schedule of eight (8) site visits are included.
  - b. Four hours per progress site meeting (including travel).
10. Prepare construction progress logs and take photos to document the progress of the work during the site visits.
11. With confirmation by CLIENT, prepare a certificate of substantial completion to initiate the warranty period for the project.
12. Collate and bind submittal information provided by the equipment suppliers for each lift station.
13. With CLIENT make a pre-final inspection, prepare punch lists, conduct a final inspection, review contract closeout documentation and recommend final payment to close-out the construction contract. COMPANY will conduct start-up/tests for the facilities as defined in the specifications.
14. Prepare record drawings based on construction records provided by contractor. Provide to CLIENT one (1) reproducible hard copy drawings and a CD of electronic files. COMPANY shall submit record drawing information as per GIS requirements
15. Start-up services, warranty assistance and resident construction observation can be included as Supplemental Services.

## **SUPPLEMENTAL SERVICES**

Services for the following items are considered supplementary to the work included within Phase 1 and Phase 2 of this proposal. These Supplementary Services are not included in the proposal but may be negotiated and added separately. Supplemental services shall include, but are not limited to the following.

1. Preparing the design documents for multiple construction contracts.
2. Additional or extended services during construction made necessary by work damaged by fire or other cause during construction.
3. Additional or extended services required to respond to defective or neglected work by any Contractor, default by any Contractor, and failure of the Contractor to complete the work within the construction contract time
4. Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.

5. Resident Construction Observation (Phase 2): Resident construction observation can be provided as a part-time, full-time, or combination thereof at an hourly rate mutually agreed to.
6. Start-up Services (Phase 2): HR Green can assist CLIENT and Contractor with startup of the new facilities. Up to 8 hours and two (2) trips to the site for startup assistance is included for \$4,000.00.
7. Warranty Assistance (Phase 2): HR Green can provide up to 40 hours of warranty assistance for \$7,000.00. No trips are included for warranty assistance.

#### **ITEMS NOT INCLUDED IN SCOPE or SUPPLEMENTAL SERVICES**

The following items are not included as part of this scope of services or supplemental services.

1. Hard copies of contract documents (specifications, drawings) other than defined herein.
2. Utility coordination in addition to survey coordinated marking and location identification.
3. Property owner discussions.
4. Public meetings or meetings with Local, State, or Federal agencies to discuss the project other than listed herein.
5. Investigation of laterals or sewer on private property including downspouts or sump pumps.
6. Easement appraisals, negotiation of easements with property owners, and payment of easements.
7. GIS data collection or additional surveying other than the design data collection, base mapping and as-built services as outlined above.
8. Environmental Investigations including Phase I Site Assessments. Environmental, archeological, historical, or cultural resources investigations, assessments, tests, studies, and reports.
9. Environmental coordination for federal funding.
10. Wetlands investigations, assessments, tests, studies, and reports
11. Floodplain investigations, assessments, tests, studies, and reports
12. Traffic control for survey and geotechnical investigations to be provided by the survey and geotechnical service providers as part of their service.
13. Any evaluation or modification to the City's water system or storm sewer system.

14. Any significant street repairs and/or modifications.
15. Bypass pumping of work for this contract not defined as part of the design
16. Additional meetings with CLIENT other than completed herein.
17. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.



# City of Galveston

America's Water Infrastructure Act (AWIA) of 2018 Compliance Requirements

April 8<sup>th</sup>, 2020

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

From: Daniel Christodoss, P.E., City Engineer

**RE:** Please select Freese and Nichols for the development of the AIWA Risk and Resilience Assessment (RRA) and the Emergency Response Plan (ERP) to comply with the American Water Infrastructure Act (AWIA) of 2018. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney after the engineering fee is negotiated and the scope is finalized with the selected firm.

## **I. Background**

- A. As part of Section 2013 of the act (AWIA), all municipalities serving a population of greater than 3,300 people are required to develop two documents: a Risk and Resiliency Assessment (RRA) and an Emergency Response Plan (ERP).
- B. The act (AWIA) requires development of an RRA by December 31, 2020 and an ERP by June 30, 2021. This is based on the City of Galveston's service population (between 50,000 and 100,000 people).
- C. Technical presentations were received from the following Consulting companies:
  - i. Freese & Nichols
  - ii. Ardurra
  - iii. Hewitt-Zollars
- D. The committee recommended Freese and Nichols due to the depth of the presentation, knowledge of AWIA and examples of the asset scoring provided during the presentation since this could lead into future proactive asset management of the City's infrastructure.

## **II. Current Situation**

- A. The City must comply with the deadlines established by the Act and submit to the Environmental Protection Agency (EPA) by the deadline above.
- B. Once the scope is approved by the City, Freese & Nichols will be asked to provide a final technical scope and cost proposal.





# City of Galveston

America's Water Infrastructure Act (AWIA) of 2018 Compliance Requirements

C. After review of the final scope and cost proposal by the City, and subsequent negotiations, the professional services contract will be developed and submitted for City Council Approval.

**III. Impact or ramifications:**

If not awarded:

- A. The City of Galveston may not be able to comply with the Act and its deadlines.
- B. The City of Galveston will not have an updated Emergency Response Plan, putting the City's water, its citizen and economy, in a vulnerable situation.
- C. Fines can reach \$25,000/per day for non-compliance.

**IV. Alternatives in order of priority**

- A. Approve the development of the RRA and ERP by Freese & Nichols for compliance and subsequent implementation.
- B. Do not approve the request and risk receiving penalties from the EPA for non-compliance and putting our water, citizens and economy in a vulnerable situation.

**V. Recommendation**

Approve the development of the RRA and ERP by Freese & Nichols.

**VI. Fiscal Impact Report**

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Sources:	Waterworks CO 2017 Bonds Fund 40117 Water System Improvements/Valves W1618

Cost (no construction involved)	\$	375,000
Contingency	\$	125,000
Construction Administration	\$	est. 50,000
Material Testing (estimated)	\$	est. 25,000
<b>Total Cost of Implementation</b>	<b>\$</b>	<b>575,000</b>

Respectfully Submitted,

Daniel Christodoss, P.E.  
City Engineer



**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**AWIA RISK AND RESILIENCY ASSESSMENT**  
**GALVESTON, TEXAS**

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**I. PROJECT DESCRIPTION**

Freese and Nichols, Inc. (FNI) understands that the City of Galveston is seeking assistance to meet compliance requirements for the American Water Infrastructure Act of 2018 and consists of 2 phases of development:

- Phase A – Drinking Water Risk and Resiliency Assessment (RRA): All hazards approach to identify hazards, cybersecurity risks, relative probabilities of occurrence, identify assets at risk, and develop a management plan to mitigate risks.
- Phase B – Update Current Emergency Response Plan (ERP): Provides a guidance document during emergencies that provides utility staff with well-defined response procedures intended to restore and maintain service delivery during times of crisis.

The RRA scope of work below is based on the approaches outlined in the following guidance documents:

- ANSI/AWWA J100: Risk Analysis and Management for Critical Asset Protection (RAMCAP) Standard for Risk and Resilience Management of Water and Wastewater Systems
- AWWA Manual 19: Emergency Planning for Water and Wastewater Utilities

The following guidance documents will also serve as references for this scope of work:

- AWWA G430: Security Practices for Operation and Management
- AWWA G440: Emergency Preparedness Practices

The detailed scope of services to be performed is as follows:

**II. GENERAL REQUIREMENTS**

The table below outlines the compliance schedule based on utility size. The City of Galveston falls into the “50,000 – 99,000” population category, with a corresponding deadline of December 31, 2020 and June 30, 2021 for the Risk and Resiliency Assessment and Emergency Response Plan, respectively.

**EXHIBIT “A”  
SCOPE OF SERVICES  
AWIA RISK AND RESILIENCY ASSESSMENT  
GALVESTON, TEXAS**

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<b>DEADLINE</b>		
<b>System Size (Population Served)</b>	<b>Risk and Resiliency Assessment</b>	<b>Emergency Response Plan</b>
100,000 or more	March 31, 2020	September 30, 2020
50,000 – 99,999	December 31, 2020	June 30, 2021
3,300 – 49,999	June 30, 2021	December 30, 2021

The Scope of Work includes Basic Services that must be performed to meet the minimum requirements of the AWIA Risk and Resiliency Assessment and Additional Services that can be accomplished after initial compliance is achieved.

Section III below lists tasks that must be completed to meet minimum compliance with the requirements of the AWIA Risk and Resiliency Assessment (Phase A) and update the current Emergency Response Plan (Phase B).

**III. TASK SUMMARY, BASIC SERVICES**

**Phase A: Water System Risk and Resilience Assessment**

**Task 1. Project Administration and Meetings**

- i. Project Management
  - Monthly Progress Reporting
  - Accounting/invoicing
- ii. Kick-off Meeting
  - Discuss scope, schedule, goals, communication, and data needs.
- iii. Data Collection and Review
  - Prepare data request memorandum
  - Assemble, review, and organize relevant data
- iv. Progress Meetings / Workshops
  - Attend up to three progress meetings to discuss project progress with City staff
  - Conduct up to two workshops to facilitate discussions with various groups within the City’s organization and to solicit input on the deliverables

**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**AWIA RISK AND RESILIENCY ASSESSMENT**  
**GALVESTON, TEXAS**

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**Task 2. Asset Characterization**

- i. Identify mission or critical functions of utility to determine which assets support these functions
- ii. Identify list of potentially critical assets
- iii. Identify critical internal/external supporting infrastructures
- iv. Document existing protective countermeasures and features
  - i. Conduct a screening to assess current cybersecurity level based on AWWA and NIST guidelines.
- v. Estimate worst reasonable consequences from asset loss
- vi. Prioritize critical assets using estimated consequences

**Task 3. Threat Characterization**

- i. Identify malevolent threats
- ii. Identify natural hazards
- iii. Dependency and proximity hazards
- iv. Evaluate and rank threat/asset pairs
  - Group into qualitative categories based on magnitude of consequences
  - Identify key weaknesses and provide recommendations for the areas where Cybersecurity Practice Guides should be developed
- v. Identify the top fifteen (15) critical threat-asset pairs for risk planning

**Task 4. Consequence Analysis (C)**

- i. Develop goals for consequence analysis
- ii. Develop worst-reasonable-case assumptions to threat scenarios.
- iii. Estimate potential consequences utilizing VSAT, Parre, or similar software; to assess injuries, financial loss to Utility, economic loss to City and duration and severity of service denial
- iv. Record consequence values for each threat/asset pair
- v. Documentation of specific assumptions and procedures used for performing the consequence analysis, the worst-reasonable-case assumptions, and the results of the consequence analysis

**Task 5. Vulnerability Analysis (V)**

**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**AWIA RISK AND RESILIENCY ASSESSMENT**  
**GALVESTON, TEXAS**

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- i. Review facility details and layouts based on records and information of the site as included in the City’s Master Plan or further information provided by the City of Galveston
- ii. Document areas of vulnerability identified during the workshop by the City of Galveston
- iii. Record vulnerability estimates for threat/asset pairs
- iv. Vulnerability Analysis will be conducted using Parre or similar software determined by FNI.

**Task 6. Threat Analysis (T)**

- i. Estimate likelihood of malevolent event based on attractiveness of region or location of facility
- ii. Estimate probability of natural hazard using historical records for the specific location of asset
- iii. Estimate likelihood of dependency and proximity hazards using historical records for frequency, severity of occurrences
- iv. The Threat Analysis will be conducted using Parre or similar software as determined by FNI.
- v. Record threat analysis values for threat/asset pairs

**Task 7. Risk and Resilience Analysis (Risk = C\*V\*T)**

- i. Calculate risk for each threat/asset pair as the product of Consequence analysis (C), Vulnerability analysis (V), and Threat analysis (T)
- ii. Calculate overall system level of resilience using Appendix H in AWWA J-100 using 10 factors:
  - ERP Status
  - NIMS (National Incident Management System) compliance
  - Mutual aid assistance
  - Emergency power
  - Ability to meet minimum demands
  - Lead time for critical equipment
  - Percent of staff with backup
  - Business continuity plan status
  - Utility bond rating
  - GASB assessment

**EXHIBIT “A”  
SCOPE OF SERVICES  
AWIA RISK AND RESILIENCY ASSESSMENT  
GALVESTON, TEXAS**

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- iii. Record risk and resilience estimates for each threat/asset pair

**Task 8. Risk and Resilience Prioritized Recommendations**

- i. Define acceptable levels from risk scores
- ii. Identify countermeasures or mitigation options for those threat/asset pairs including physical improvements, operational changes and enhanced processes
- iii. Identify options that potentially benefit multiple threat/asset pairs.
- iv. Develop Capital Costs for highest ranking mitigation recommendations
- v. Calculate net benefit and benefit-cost ratio to estimate total value and risk reduction efficiency
- vi. Review and select the options to be included in future capital improvement plans (CIPs)

**Task 9. Prepare Water System Risk and Resiliency Assessment Report**

- i. Draft report (electronic PDF copy)
- ii. Review with City, incorporate comments and additional mitigation recommendations
- iii. Develop Final report (electronic PDF copy plus 10 hard copies)

**Task 10. Develop and Send Certification Letter to EPA**

- i. Prepare Certification Letter shall include:
  - Community Water System ID
  - Date certified

Statement that the utility has conducted, reviewed, and revised as applicable the Risk and Resiliency Assessment in accordance with the AWIA of 2018.

**Phase B: Update Emergency Response Plan (ERP) for Water Utility System**

**Task 1. Review existing ERP and update as necessary to include the following current information related to the Water Utility System:**

- i. Utility overview
  - a. Utility authority
  - b. Utility roles and responsibilities
  - c. Utility service area (CNN type map)
- ii. Scope of emergency plan
  - a. Clearly identifies the purpose of the ERP

**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**AWIA RISK AND RESILIENCY ASSESSMENT**  
**GALVESTON, TEXAS**

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- b. Defines the scope of preparedness and incident management activities
- iii. Authorities and references for ERP development
  - a. Listing of EPA documents utilized
  - b. Listing of AWWA documents utilized
  - c. Listing of NIMS or DHS documents utilized
- iv. Situation and risk assessment
  - a. Summarizes the Risk and Resiliency assessment results
  - b. Includes the descriptions of the greatest hazards identified
- v. National Incident Management System (NIMS) Based Emergency Organization
  - a. Identifies the roles/responsibilities during disaster events
  - b. Defines the jurisdiction for the 5 NIMS sections
    - Management
    - Plans/Intel
    - Operations
    - Logistics
    - Finance
- vi. Water Utilities Emergency Operations Center (WUEOC) and EOC organization
  - a. Center location and readiness
  - b. Emergency Operations Center (City-wide) location and readiness
  - c. Organizational basics for both operations
- vii. Concept of operations
  - a. Process to contact emergency response personnel
  - b. Identify Public Information Officer (PIO)
  - c. Review and up-date Emergency Communication Plan to addresses
    - Internal communication with employees
    - Senior leadership
    - Customers and public at large
    - Regulatory agencies
- viii. Incident Command System (ICS)
  - a. Identifies Command Staff

**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**AWIA RISK AND RESILIENCY ASSESSMENT**  
**GALVESTON, TEXAS**

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- Incident Executive officer
- Incident Command
- Public Information officer
- Safety officer
- Liaison officer
- b. Identifies general staff
  - Operations section chief
  - Planning/Intel section chief
  - Logistics section chief
  - Finance/Accounting section chief
- ix. Mutual Aid System and Processes
  - a. Establishes key partnerships
  - b. Establish collaborative relations with other utilities
  - c. Identify and develop processes to add mutual aid agreements needed to enhance resiliency
  - d. Identify Water Agency Response Network (WARN) operational plans needed
- x. Recovery Overview, Organization, Damage Assessments
  - a. General recovery concept of operations
  - b. Organization roles/responsibilities during recovery
  - c. Identify processes to assess level of damage after the event
- xi. Recovery documentation, reports and funding assistance
  - a. Captures hazard event documentation process
  - b. After-action questionnaire/report to internal office of emergency services
  - c. Funding applications to FEMA on hazard mitigation grants or TWBD on emergency SRF with zero interest loans

**Task 2. Training and Exercises**

- i. Table-top based exercises needed
- ii. Operational/field-based exercises needed
- iii. Develop matrix of job positions vs training courses

**Task 3. Plan Concurrence documentation**

- i. Letter of Promulgation

**EXHIBIT “A”  
SCOPE OF SERVICES  
AWIA RISK AND RESILIENCY ASSESSMENT  
GALVESTON, TEXAS**

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- ii. Plan Concurrence with partner agencies

**IV. Additional Services not included in the existing Scope of Services -**

City and consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City’s written request. Any additional amounts paid to the Consultant as the result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

- i. Risk and Resilience Assessment for Wastewater Utilities
- ii. Emergency Response Plan Update for Wastewater Utilities
- iii. Public Meeting Assistance
- iv. Design of Risk Mitigation Improvements
- v. Preparation of Funding Assistance for Risk Mitigation Improvement



TECHNICAL PROPOSAL

# CITY OF GALVESTON

## AWIA Risk and Resiliency

March 23, 2020



11200 Broadway Street, Suite 2320  
Pearland, Texas 77584  
832-456-4700



March 23, 2020

City of Galveston, Texas  
Attn: Mr. Trino Pedraza  
823 Rosenberg St.  
Galveston, Texas 77550

Dear Mr. Pedraza:

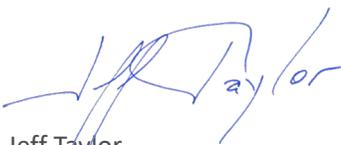
America's Water Infrastructure Act of 2018 (AWIA) requires each water utility to develop a Risk and Resiliency Assessment (RRA) and Emergency Response Plan (ERP). Based on the City of Galveston's service population between 50,000 and 100,000 people, AWIA requires development of an RRA by December 31, 2020 and an ERP by June 30, 2021. We are currently assisting several water utilities with AWIA RRA and ERP requirements throughout Texas. As a result, we provide you with a thorough understanding of the processes to help the City maintain compliance, reduce the risk, and enhance the resilience of its water system. Our team offers the following advantages:

**Experienced, Local Project Team** – Project Manager David Hunn is our logical selection to lead this assignment as he is leading FNI's AWIA projects in southeast Texas and other locations throughout the State. Assistant Project Manager Bansi Khajuria has worked closely with David on achieving compliance for the cities of Odessa, College Station, Conroe as well as assisting our North Texas Office on projects in the Dallas-Fort Worth area. Both David and Bansi are in our Pearland Office with clear access to Galveston on short notice.

**Firm Experience** – The FNI team is currently assisting other cities with AWIA compliance and have the knowledge and experience to serve Galveston. Our gulf coast based team has an appreciation for the challenges associated with preparing for and recovering from tropical weather events. Our detailed approach, developed in accordance with EPA certified training, utilizes AWWA best practices to provide a thorough and comprehensive review of your system that accounts for the unique concerns of coastal communities.

FNI appreciates this opportunity to demonstrate our qualifications to the City of Galveston. Please do not hesitate to contact David Hunn with any questions regarding our team or our qualifications.

Sincerely,



Jeff Taylor  
Vice President



David M. Hunn, P.E.  
Senior Project Manager

# LIST OF ACTIVITIES

## PROJECT APPROACH

Recent natural disasters, including Hurricane Harvey and Hurricane Sandy, have made the nation aware of just how vulnerable our infrastructure is to disaster. These and other recent events are the driving factor behind Section 2013 of the AWIA. As part of Section 2013, all municipalities serving a population of greater than 3,300 people are required to develop two documents: a Risk and Resiliency Assessment (RRA) and an Emergency Response Plan (ERP). Since Galveston is classified as a utility serving a population between 50,000 and 100,000 people, it is required to meet the second set of deadlines issued by the EPA. The RRA is to be completed no later than December 31, 2020 and the ERP follows with a deadline of June 30, 2021. The FNI team is fully prepared and committed to helping the City of Galveston meet the schedule and deadlines established.

In assessing risks and developing an ERP, it is critical for Galveston staff to participate in that process, because in the event an emergency occurs, the City's staff will be the ones responding; therefore, they must be familiar with the plan and its implementation. For this reason the plan will be developed in interactive workshops with City staff.

## RISK AND RESILIENCY ASSESSMENT

To meet the intent of the RRA, the assessment must include an analysis of man-made, natural and dependency hazards with relative probabilities of occurrences to critical utility assets. It also includes the development of management strategies to mitigate risks and improve resiliency. FNI's approach to developing the RRA incorporates seven key aspects, each of which is defined in greater detail below.

### FNI'S BEST PRACTICES APPROACH

FNI has developed an approach to creating the RRA and ERP in accordance with EPA- and AWWA-sponsored training and literature. FNI's approach incorporates best practices documented in the following AWWA Standards and Guidance Manuals:

- G430 – Security Practices for Operations and Management
- G300 – Source Water Protection
- J100 – Risk/Resilience Management of Water Systems
- G440 – Emergency Preparedness Practices
- M19 – Emergency Planning for W and WW Utilities

Use of these standards promote acceptance by the EPA and commonality with other municipalities during emergencies.

# DESCRIPTIONS OF EACH ACTIVITY

**ASSET CHARACTERIZATION** – As part of the asset characterization, FNI will collect asset data, review and identify a preliminary list of assets most critical to the Galveston. In accordance with guidance, FNI will consider assets at the facility level, such as pump stations and elevated storage tanks, but will not get to the level of granularity of individual pumps and valves. We anticipate site visits only at select facilities if additional information needs to be collected and interviews with staff are not sufficient for the analysis.

**THREAT CHARACTERIZATION** – As part of the threat characterization, FNI will identify a preliminary list of hazards, including natural hazards, malevolent threats and dependency threats; the last of which includes threats to the municipality that are related to the loss of a resource on which the utility is dependent, such as power, chemicals and wholesale water providers.

**WORKSHOP #1 – Asset and Threat Characterization Review and Finalization** This workshop will begin with review of the asset characterization and threat characterization preliminary lists with City staff. Next, the group will work through the list to identify which threat-asset pairs are most critical and should be analyzed further.

**CONSEQUENCE ANALYSIS** – The consequence analysis will quantify the magnitude of the consequence should a threat occur. FNI will use benchmarks provided by J100 to evaluate the consequence in terms of financial loss, denial of service and even loss of life.

**VULNERABILITY ANALYSIS** – The vulnerability analysis will evaluate the possibility of damage occurring to an asset as the result of a threat; for example, pump stations are typically more vulnerable to weather events than buried distribution lines. Vulnerability is expressed as the likelihood of an event’s having the consequence of major destruction.

**THREAT ANALYSIS** – As part of the threat analysis, FNI will consider the likelihood of an event or hazard occurring. For example, there is a higher likelihood of Galveston being affected by a flood or hurricane as compared to an earthquake.

**RISK AND RESILIENCY ANALYSIS** – The efforts described above will then be summarized and prioritized through the calculation of Risk and Resiliency Scores. Risk is calculated as the product of the magnitude of the consequence, the vulnerability of an asset to a threat and the likelihood of a threat occurring.

**RISK AND RESILIENCY MANAGEMENT** – In the final step of the risk and resiliency assessment, FNI will assist the utility in establishing an acceptable level of risk and then identifying necessary improvements (if any) needed to achieve minimum risk tolerance. Improvements may come in the form of capital improvement projects, emergency service agreements or training.

### **WORKSHOP #2 – Risk and Resiliency Prioritized Recommendations**

This workshop will review the Risk and Resiliency Analysis and identification of potential improvements with Galveston staff to refine those to meet the needs and goals of the City. This workshop will focus on defining the acceptable level of risk, reviewing and updating suggested countermeasures or mitigation options, reviewing and finalizing costs, and reviewing and updating benefit/cost ratios for mitigation options. Finally, as a group, we will prioritize the final list of projects for implementation.

Following Workshop #2, FNI will finalize the RRA document and submit to the City for use.

### **RRA CERTIFICATION**

Once the RRA is complete, FNI will assist the City of Galveston with the final step — certifying compliance with the EPA. The EPA has a secure on-line portal that allows each community water system to certify compliance with the AWIA requirements. This self-certifying process is the only method through which EPA will provide acknowledgment of receipt of your certification statement. Unlike the Vulnerability Assessments required in 2002, no additional documentation is required to be filed along with the RRA. FNI will provide guidance to the City as needed for this process.

### **EMERGENCY RESPONSE PLAN**

The next step required under the AWIA, Section 2013, is to develop an emergency response plan; submitting a letter certifying completion of the ERP is due to EPA by June 30, 2021. The ERP is a guidance document used before and during emergencies that provides utility staff with well-defined response procedures intended to maintain service, minimize disruptions and restore service during times of crisis.

FNI’s approach to the ERP focuses on collaboration with Staff, and any designated stakeholder, to develop a user-friendly, water system specific guidance document. Since the City has an existing ERP, we will begin with collection and review of the emergency planning documents and/or standard operating procedures (SOPs). FNI will then compare the current emergency plans to the RRA to identify any potential gaps between the identified high-priority threat-asset pairs and current ERP. FNI will draft emergency protocols and procedures for any incomplete or missing items for discussion in the Workshop #3.



*The FNI approach encourages an interconnection of various preparedness plans for business continuity.*

Several key components of the ERP are summarized below:

**SCOPE AND PURPOSE** – The scope and purpose of the ERP should be clearly identified. This section will also define the scope of preparedness and incident management activities.

**UTILITY OVERVIEW** – The ERP should include an overview of the utility including the utility’s authority and jurisdiction, utility roles and responsibilities and utility service area.

**SITUATION AND RISK ASSESSMENT** – This step summarizes the risk and resiliency assessment process and includes descriptions of the greatest hazards identified. This section will provide the linkage between the two documents required by the AWIA Section 2013.

**NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) BASED EMERGENCY ORGANIZATION** – The EPA and Federal Government strongly encourage the creation of a NIMS based emergency organization. The purpose of this will be to identify roles/responsibilities during disaster events and define them in a way that provides commonality amongst multiple entities. The NIMS organization includes management, plans/intel, operations, logistics and finance.

**WATER UTILITIES EMERGENCY OPERATIONS CENTER (WUEOC) AND EMERGENCY OPERATIONS CENTER (EOC) ORGANIZATION** – Definition of the EOC location, whether combined with other entities, such as fire and police, or as a stand-alone Water Utilities Emergency Operations Center (WUEOC).

**MUTUAL-AID SYSTEM AND PROCESSES** – Mutual aid between municipalities can be a lifesaver during emergencies. As part of the ERP, FNI will work with the Authority to establish key partnerships, establish collaborative relations with other utilities, develop mutual aid agreements to enhance resiliency (ex. TXWARN, etc.) and develop WARN (Water Agency Response Network) operational plans.

**RECOVERY OVERVIEW** – FNI will also develop a Recovery Overview that will include a general recovery concept of operations, organization roles/responsibilities during recovery and planned approach to define the level of damage during and after an event.

**RECOVERY DOCUMENTATION, REPORTS AND FUNDING ASSISTANCE** – This section of the ERP establishes the hazard event documentation process necessary for funding applications to FEMA on Hazard Mitigation Grants or emergency State Revolving Fund (SRF) with zero- or low-interest loans.

**TRAINING AND EXERCISES** – Identifies discussion-based (table-top) and operational-based (field) exercises needed, includes a matrix of job positions versus training courses required and recommends a frequency for such exercises.

### **WORKSHOP #3 – Emergency Strategies**

This workshop will focus on review of any developed draft response plans, areas to be refined in response plans, and implementation processes. The over-arching goal of the ERP is to develop strategies to detect, minimize, react, and recover from an occurrence. Topics that may be discussed include:

- General recovery concepts (organization roles and interaction with other agencies)
- Safety requirements and equipment needs
- Command and communication (internal, external and public)
- Processes and protocol to request or grant mutual aid
- Documentation and reporting (including post-incident funding requests)
- Training and exercises

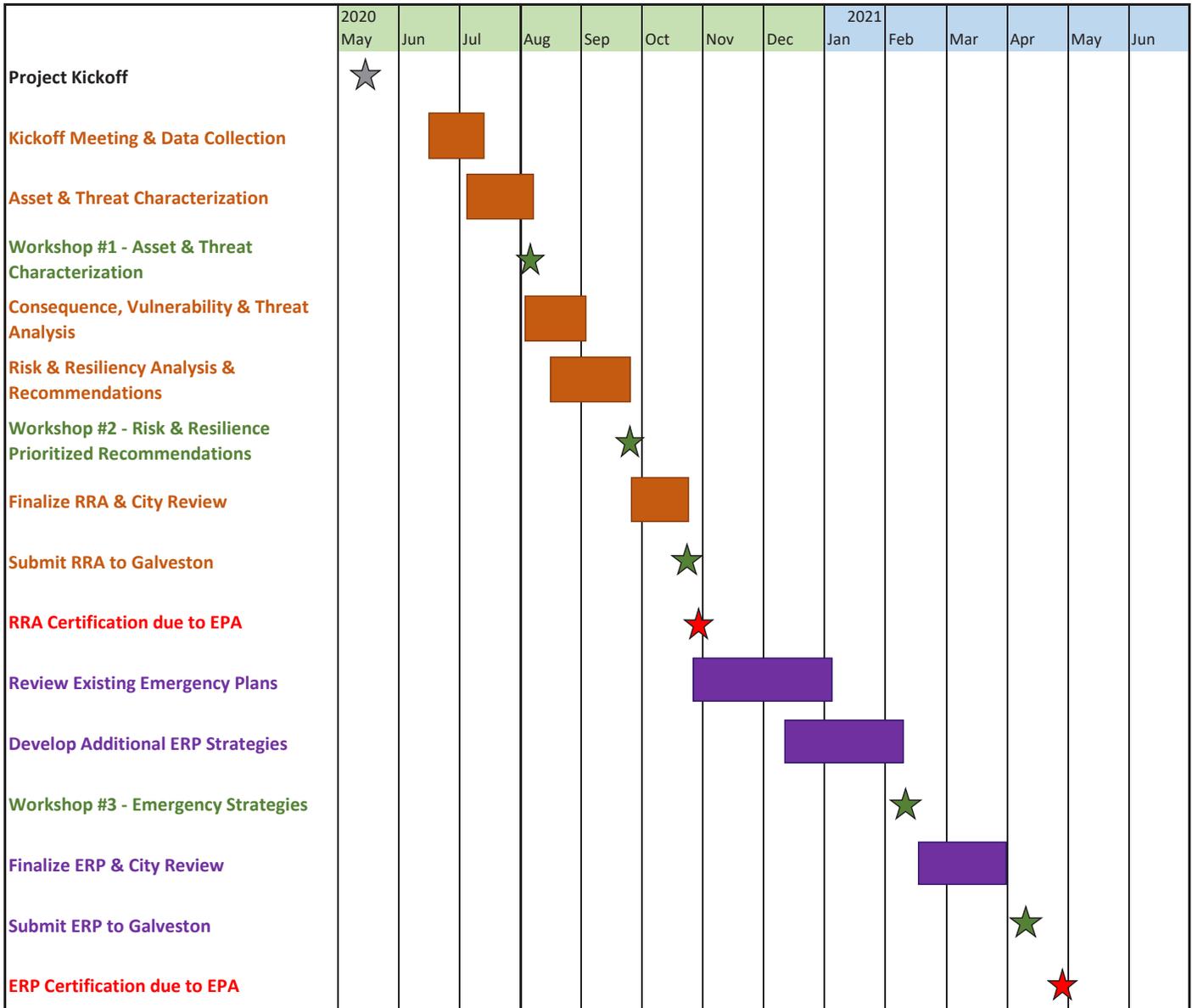
The outcome of Workshop #3 will be the final Emergency Response Plan Report that documents these processes.

## **ERP CERTIFICATION**

Once the ERP is complete, FNI will assist the City of Galveston with the final step — certifying compliance with the EPA. The EPA has a secure online portal that allows each community water system to certify compliance with the AWIA requirements. This self-certifying process is the only method through which EPA will provide acknowledgment of receipt of your certification statement. Unlike the Vulnerability Assessments, no additional documentation is required to be filed with the ERP. FNI will provide guidance to the City as needed for this process.

# PROJECT SCHEDULE

## ANTICIPATED PROJECT SCHEDULE



# ORGANIZATIONAL CHART

## City of Galveston





# America's Water Infrastructure Act (AWIA) of 2018

# The American Water Infrastructure Act of 2018

To provide for:



- Improvements to the rivers and harbors of the United States



- The conservation and development of water and related resources



- Water pollution control activities, and for other purposes

# The American Water Infrastructure Act of 2018

## Subtitle A—General Provisions

[Sec. 1101. Sense of Congress regarding water resources development bills.](#)  
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[Sec. 1118. Geomatic data.](#)  
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[Sec. 1120. Transparency and accountability in cost sharing for water resources development projects.](#)  
[Sec. 1121. Upper Missouri Mainstem Reservoir water withdrawal intake easement review.](#)  
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[Sec. 1129. Inclusion of Tribal interests in project consultations.](#)  
[Sec. 1130. Beneficial use of dredged material.](#)  
[Sec. 1131. Ice jam prevention and mitigation.](#)  
[Sec. 1132. Rehabilitation of Corps of Engineers constructed dams.](#)  
[Sec. 1133. Columbia River.](#)  
[Sec. 1134. Missouri River Reservoir sediment management.](#)

[Sec. 1151. Operation and maintenance of navigation and hydroelectric facilities.](#)  
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[Sec. 1176. Preconstruction engineering design demonstration program.](#)

## Subtitle B—Studies And Reports

[Sec. 1201. Authorization of proposed feasibility studies.](#)  
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[Sec. 1215. Transparency and accountability in project execution.](#)

## TITLE II—DRINKING WATER SYSTEM IMPROVEMENT

[Sec. 2001. Indian reservation drinking water program.](#)  
[Sec. 2002. Clean, safe, reliable water infrastructure.](#)  
[Sec. 2003. Study on extractable water systems.](#)  
[Sec. 2004. Sense of Congress relating to access to nongratable water.](#)  
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[Sec. 2016. Authorization for source water petition programs.](#)  
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[Sec. 2020. Assistance for areas affected by natural disasters.](#)  
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[Sec. 2022. American iron and steel products.](#)  
[Sec. 2023. Authorization for capitalization grants to States for State drinking water treatment revolving loan funds.](#)

## TITLE III—ENERGY

[Sec. 3001. Modernizing authorizations for necessary hydropower approvals.](#)  
[Sec. 3002. Qualifying conduit hydropower facilities.](#)  
[Sec. 3003. Promoting hydropower development at existing nonpowered dams.](#)  
[Sec. 3004. Closed-Loop pumped storage projects.](#)  
[Sec. 3005. Considerations for releasing terms.](#)  
[Sec. 3006. Fair ratepayer accountability, transparency, and efficiency standards.](#)  
[Sec. 3007. J. Bennett Johnston Waterway hydropower extension.](#)  
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## TITLE IV—OTHER MATTERS

### Subtitle A—Clean Water

[Sec. 4101. Stormwater infrastructure funding task force.](#)  
[Sec. 4102. Wastewater technology cleanhouse.](#)  
[Sec. 4103. Technical assistance for treatment works.](#)  
[Sec. 4104. Amendments to Long Island Sound program.](#)  
[Sec. 4105. Authorization of appropriations for Columbia river basin restoration.](#)  
[Sec. 4106. Sewer overflow control grants.](#)  
[Sec. 4107. Assistance for individual household decentralized wastewater systems of individuals with low or moderate income.](#)

## Subtitle B—WIFIA Reauthorization And Innovative Financing For State Loan Funds

[Sec. 4201. WIFIA reauthorization and innovative financing for State loan funds.](#)

### Subtitle C—Miscellaneous

[Sec. 4301. Agreement with Commissioner of Reclamation.](#)  
[Sec. 4302. Snake River Basin flood prevention action plan.](#)  
[Sec. 4303. GAO audit of contracts and Tainter gate repairs of Harlan County Dam.](#)  
[Sec. 4304. Water infrastructure and workforce investment.](#)  
[Sec. 4305. Regional liaisons for autonomy, Tribal, and low-income communities.](#)  
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**SEC. 2013**  
**Community Water**  
**System Risk and**  
**Resilience**

# 2018 AWIA Sec. 2013 Background



Increased awareness and preparedness of infrastructure vulnerabilities from an all-hazard prospective driven by recent disasters –

Hurricane Sandy

Hurricane Harvey



# Municipalities Targeted by Cyber Attacks

## Baltimore, Maryland

- May 7, 2019 ransomware attack
- Took down the City's voice mail, email, parking fines database, and a system used to pay water bills, property taxes and vehicle citations
- At least 1,500 pending home sales have been delayed
- Ransom amount - \$13 Bitcoins = \$102,000

# Drivers for AWIA

## Tough Questions to Ask Yourself

- How do I know that we have identified our threats?
- How do I know that we have mitigated them successfully?
- With finite resources, what improvements should I fund?
- Am I managing our utility consistent with relevant industry standards?
- Are we going to have an event that impacts the entire community?
- Will a hazard result in negative press for me and our utility?



# Basic Requirements of AWIA Sec. 2013

# America's Water Infrastructure Act (AWIA)

- Sec. 2013 Community Water System Risk and Resilience
- Risk and Resiliency Assessment
- Emergency Response Plan

# §2013 Community Water System Risk and Resilience

## Bioterrorism Act (2002)

Vulnerability Assessment (VA)

Terrorism or Intentional Act

Submit VA to EPA

One – time action



## AWIA (2018)

Risk and Resilience Assessment

Malevolent Acts / Natural Hazards /  
Dependency Hazards

Prepare RRA and Certify to EPA

5 – year update



*Penalty up to \$25,000 per day if Certification Letter to EPA is not submitted by deadline*

# Compliance Deadlines

Utility Size	Estimated # of Community Water Systems	Risk & Resilience Assessment	Emergency Response Plan
>100K	435	March 31 <sup>st</sup> , 2020	September 30 <sup>th</sup> , 2020
50 - 100K	594	December 31 <sup>st</sup> , 2020	June 30 <sup>th</sup> , 2021
3,300 - <50K	8,295	June 30 <sup>th</sup> , 2021	December 30 <sup>th</sup> , 2021

Must review, update and recertify every 5 years



# Freese and Nichols Approach to Meet the AWIA Requirements

# AWWA Various Standards and Guidance Manuals

G430 Security Practices for Operations and Management

G300 Source Water Protection

**J100 Risk/Resilience Management of Water Systems**

G440 Emergency Preparedness Practices

**M19 Emergency Planning for W&WW Utilities**

# A Water System Risk and Resiliency Assessment



# Ⓐ Water System Risk and Resiliency Assessment

- **Asset Characterization**
- Threat Characterization
- Consequence Analysis
- Vulnerability Analysis
- Threat Analysis
- Risk and Resiliency Analysis
- Risk and Resiliency Management



# A Water System Risk and Resiliency Assessment

Category	Asset	Potential Loss of Life or Major Injury	Financial Impact	Economic Impact	Consequence Score	Rank
Water	Plant 15 and 21 - High Elevation Supply	Low Injury Risk	Moderate Financial Impact	High Economic Impact	9	5
Water	Plant 20 - Industrial Supply	Low Injury Risk	Moderate Financial Impact	Major Economic Impact	10	2
Water	Plant 6	Low Injury Risk	Moderate Financial Impact	Moderate Economic Impact	8	7
Water	Plants: 3, 4, 5, 7, 13, 14, 17, 18, 19, 22, 23, 24	Low Injury Risk	Moderate Financial Impact	Low Economic Impact	7	8
Water	ESTs: 12, 14, 19, 23, 24	Risk of Major Injury	Moderate Financial Impact	Moderate Economic Impact	10	2
Water	GSTs: 4, 5, 7, 14, 15, 18, 20, 21, 22	No Risk of Injury	Moderate Financial Impact	Low Economic Impact	6	11
Water	Water distribution system	No Risk of Injury	Low Financial Impact	Moderate Economic Impact	6	11
Wastewater	Wastewater treatment plant	Potential Loss of Life	High Financial Impact	High Economic Impact	13	1

# Ⓐ Water System Risk and Resiliency Assessment

- Asset Characterization
- **Threat Characterization**
- Consequence Analysis
- Vulnerability Analysis
- Threat Analysis
- Risk and Resiliency Analysis
- Risk and Resiliency Management

## Define Types of Threats

- Malevolent Threats
- Natural Hazards
- Dependency Threats



# A Water System Risk and Resiliency Assessment

Hazard Type	Threat	Threat ID	Threat Active	Comment
Natural	Hurricane	N(H)	<input checked="" type="checkbox"/>	
	Earthquake	N(E)	<input type="checkbox"/>	J100 Vulnerability Score of 0 for < 5.0 Richter Magnitude
	Tornado	N(T)	<input checked="" type="checkbox"/>	
	Flood	N(F)	<input checked="" type="checkbox"/>	
	Wildfire	N(W)	<input checked="" type="checkbox"/>	
	Severe Winter Weather	N(I)	<input checked="" type="checkbox"/>	
Dependency and Proximity	Loss of Utilities	D(U)	<input checked="" type="checkbox"/>	Power Outage
	Loss of Suppliers	D(S)	<input checked="" type="checkbox"/>	Chemical Suppliers, SJRA SW
	Loss of Employees	D(E)	<input checked="" type="checkbox"/>	Loss of Key Employees
	Loss of Customers	D(C)	<input checked="" type="checkbox"/>	Oil field jobs/industrial customers
	Loss of Transportation	D(T)	<input checked="" type="checkbox"/>	Transportation of chemicals for WTP, GST etc
	Proximity to other Targets	D(P)	<input type="checkbox"/>	
Contamination	Chemical	C(C)	<input checked="" type="checkbox"/>	
	Radionuclide	C(R)	<input type="checkbox"/>	<i>See Chemical Contamination</i>
	Biotoxin	C(B)	<input type="checkbox"/>	<i>See Chemical Contamination</i>
	Pathogen	C(P)	<input type="checkbox"/>	<i>See Chemical Contamination</i>
	Weaponization	C(W)	<input checked="" type="checkbox"/>	<i>Chlorine gas cylinder</i>
Sabotage	Physical - Insider	S(PI)	<input checked="" type="checkbox"/>	
	Physical - Outsider	S(PU)	<input checked="" type="checkbox"/>	
	Cyber - Insider	S(CI)	<input checked="" type="checkbox"/>	
	Cyber- Outsider	S(CU)	<input checked="" type="checkbox"/>	

# A Water System Risk and Resiliency Assessment

Assets	Natural					Dependency and Proximity						Contamination		Sabotage	
	Hurricane	Tornado	Flood	Severe Winter Weather	Wildfire	Loss of Utilities	Loss of Suppliers	Loss of Suppliers - SJRA SW	Loss of Employees	Loss of Customers	Loss of Transportation	Chemical	Weaponization	Physical - Insider	Physical - Outsider
Plant 15 and 21 - High Elevation Supply	Orange	Orange	Green	Yellow	Green	Red	Yellow	Green	Yellow	Yellow	Green	Green	Yellow	Orange	Orange
Plant 20 - Industrial Supply	Orange	Orange	Green	Yellow	Green	Red	Yellow	Green	Yellow	Yellow	Green	Green	Yellow	Orange	Orange
Plant 6	Orange	Orange	Green	Yellow	Green	Red	Yellow	Green	Yellow	Yellow	Green	Green	Yellow	Orange	Orange
Plants: 3, 4, 5, 7, 13, 14, 17, 18, 19, 22, 23, 24	Orange	Orange	Green	Yellow	Green	Orange	Yellow	Green	Yellow	Yellow	Green	Green	Yellow	Yellow	Yellow
ESTs: 12, 14, 19, 23, 24	Yellow	Orange	Blue	Green	Green	Blue	Blue	Green	Blue	Blue	Blue	Green	Blue	Green	Green
GSTs: 4, 5, 7, 14, 15, 18, 20, 21, 22	Yellow	Yellow	Green	Green	Green	Blue	Blue	Green	Blue	Blue	Blue	Green	Blue	Green	Green
Water distribution system	Blue	Blue	Blue	Green	Green	Blue	Blue	Green	Blue	Yellow	Blue	Yellow	Blue	Blue	Blue
Wastewater treatment plant	Orange	Orange	Red	Yellow	Green	Orange	Yellow	Blue	Red	Yellow	Red	Yellow	Yellow	Orange	Orange

# Ⓐ Water System Risk and Resiliency Assessment

- Asset Characterization
- Threat Characterization
- **Consequence Analysis**
- Vulnerability Analysis
- Threat Analysis
- Risk and Resiliency Analysis
- Risk and Resiliency Management



**What are the consequences of a threat?**

- Loss of revenue
- Repair/replacement cost
- Disruption of water supply
- Loss of life

# Ⓐ Water System Risk and Resiliency Assessment

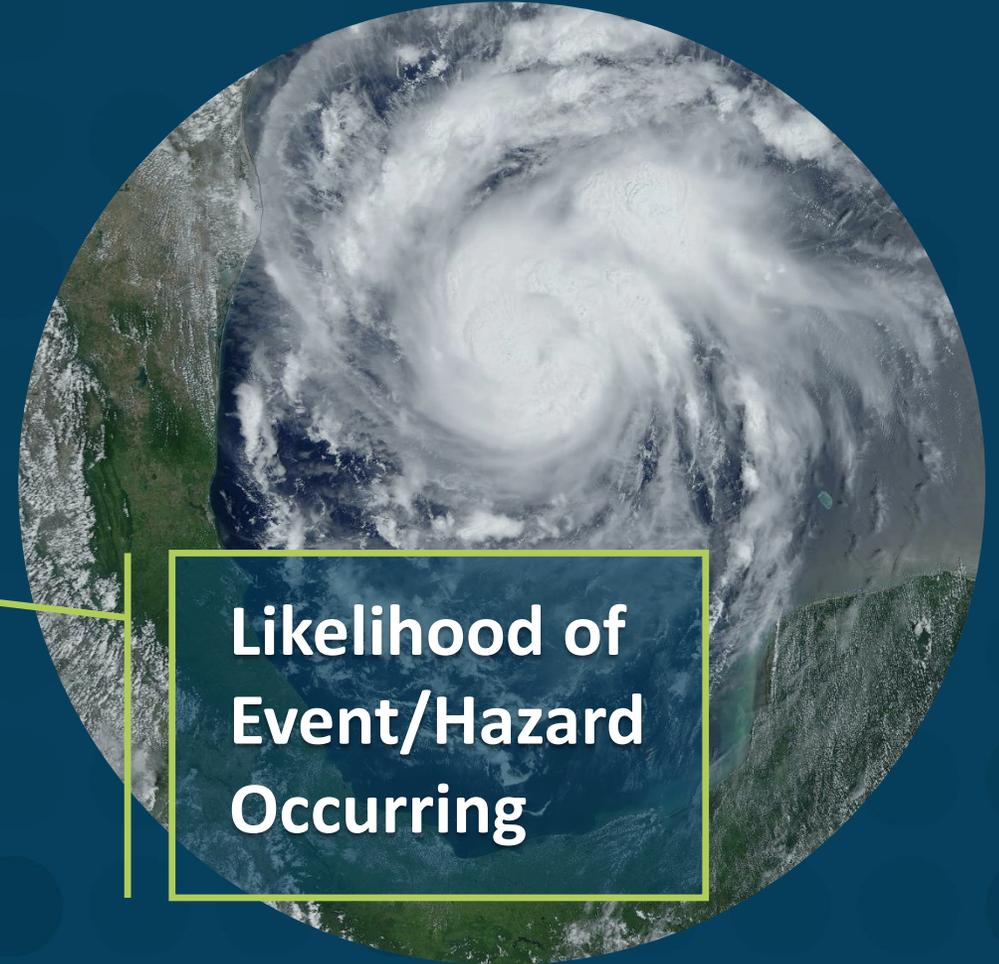
- Asset Characterization
- Threat Characterization
- Consequence Analysis
- **Vulnerability Analysis**
- Threat Analysis
- Risk and Resiliency Analysis
- Risk and Resiliency Management



**Determine existing protection measures for an asset**

# Ⓐ Water System Risk and Resiliency Assessment

- Asset Characterization
- Threat Characterization
- Consequence Analysis
- Vulnerability Analysis
- **Threat Analysis**
  - Risk and Resiliency Analysis
  - Risk and Resiliency Management



# A Water System Risk and Resiliency Assessment

- Asset Characterization
- Threat Characterization
- Consequence Analysis
- Vulnerability Analysis
- Threat Analysis
- **Risk and Resiliency Analysis**
- Risk and Resiliency Management

- **Risk (\$) = Consequence x Vulnerability x Threat Likelihood**
- **Resiliency = Ability to Recover**

# A Water System Risk and Resiliency Assessment

Asset #	Asset	Credible Threats	Fatalities	Injuries	Downtime Duration (days)	Severity (MGD)	Asset Replacement / Repair Cost	Revenue Lost (\$)	Total Utility Financial Consequences (\$)	Community's Economic Consequences Source = EPA WHEAT (\$)	Total Consequence (\$)	Threat Likelihood	Vulnerability (%)	Risk (\$)
1	55 MGD Water Treatment Plant	Tornado	1	1	2	55	\$12,375,000	\$ 270,480	\$ 12,645,480	\$ 50,744,732	\$ 73,086,212	0.00092	100%	\$ 67,239.32
2	55 MGD Water Treatment Plant	Wildfire	0	1	1	5.5	\$ 2,750,000	\$ 13,524	\$ 2,763,524	\$ 25,372,366	\$ 28,231,890	0.000179	43%	\$ 2,173.01
3	55 MGD Water Treatment Plant	Loss of Utilities	0	0	1	55	\$ 1,279,000	\$ 135,240	\$ 1,414,240	\$ 25,372,366	\$ 26,786,606	0.05	43%	\$ 575,912.03
4	55 MGD Water Treatment Plant	Loss of Suppliers	0	0	2	27.5	\$ -	\$ 135,240	\$ 135,240	\$ 25,372,366	\$ 25,507,606	0.05	43%	\$ 548,413.53
5	55 MGD Water Treatment Plant	Loss of Employees	0	0	0	0	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 100,000	0.05	62%	\$ 3,100.00
6	55 MGD Water Treatment Plant	Loss of Customers	0	0	0	0	\$ -	\$ 6,466,876	\$ 6,466,876	\$ -	\$ 6,466,876	0.1	81%	\$ 523,816.93

# A Water System Risk and Resiliency Assessment

- Asset Characterization
- Threat Characterization
- Consequence Analysis
- Vulnerability Analysis
- Threat Analysis
- Risk and Resiliency Analysis
- **Risk and Resiliency Management**



**Define acceptable levels of risk.  
Identify and select countermeasures or mitigation options.**

## ② Emergency Response Plan – Select Features

- National Incident Management System (NIMS) Based Emergency Organization
- WUEOC and EOC Organization
- Mutual Aid System/Agreements
- Recovery Overview and Damage Assessments
- Training and Exercises

## ② Emergency Response Plan

- **National Incident Management System (NIMS) Based Emergency Organization**
- WUEOC and EOC Organization
- Mutual Aid System/Agreements
- Recovery Overview and Damage Assessments
- Training and Exercises

### Identifies roles during disaster event

- Management
- Planning/Intelligence
- Operations
- Logistics
- Finance

## Ⓑ Emergency Response Plan

- National Incident Management System (NIMS) Based Emergency Organization
- **WUEOC and EOC Organization**
- Mutual Aid System/Agreements
- Recovery Overview and Damage Assessments
- Training and Exercises

**EOC = Emergency Operations Center (city-wide)**  
**WUEOC = Water Utilities Emergency Operations Center**

## Ⓑ Emergency Response Plan

- National Incident Management System (NIMS) Based Emergency Organization
- WUEOC and EOC Organization
- **Mutual Aid System/Agreements**
- Recovery Overview and Damage Assessments
- Training and Exercises



## ① Emergency Response Plan

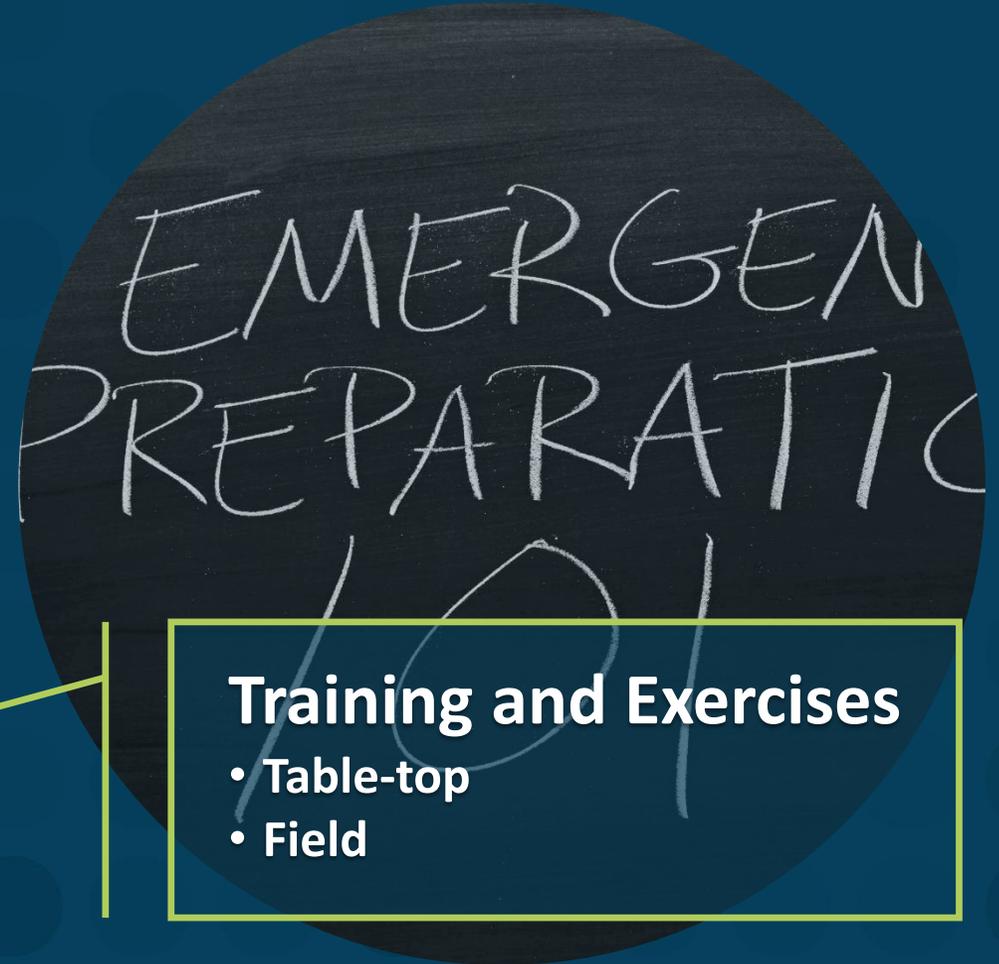
- National Incident Management System (NIMS) Based Emergency Organization
- WUEOC and EOC Organization
- Mutual Aid System/Agreements
- **Recovery Overview and Damage Assessments**
- Training and Exercises

### Identifies roles during recovery

- Concept of recovery operation
- Documentation of damage
- Funding assistance coordination

## Ⓑ Emergency Response Plan

- National Incident Management System (NIMS) Based Emergency Organization
- WUEOC and EOC Organization
- Mutual Aid System/Agreements
- Recovery Overview and Damage Assessments
- **Training and Exercises**



# Ⓑ Emergency Response Plan

## Appendixes

**Appendix A** Emergency Action Checklist for Specific Hazards

**Appendix B** Preliminary Damage Assessment Forms

**Appendix C** Contact Lists

**Appendix D** Glossary of Terms

**Appendix E** Supporting Documentation

**Appendix F** Emergency Communications Plan

# Final Steps

- Ⓐ Water System Risk and Resiliency Assessment
- Ⓑ Emergency Response Plan
- Ⓒ Certify Compliance with the EPA



# Final Steps

- ① Water System Risk and Resiliency Assessment
- ② Emergency Response Plan
- ③ **Certify Compliance with the EPA**



# Possible Funding Assistance

- Grants **may** be awarded in 2020 and 2021
- Nationwide total of \$25M per year for 2020 and 2021
- Money is not yet appropriated

## **Possible Uses of Funding:**

- Detection of contaminants
- Fencing, lighting, or security cameras
- Tamper-proofing of field devices
- Improved treatment technologies
- Electronic, financial, or other automated systems
- Training programs
- Emergency power and water supply
- Alternative source water options
- Flood protection barriers

# The American Water Infrastructure Act of 2018

## Subtitle A—General Provisions

Sec. 1101. Sense of Congress regarding water resources development bills.  
Sec. 1102. Study of the future of the United States Army Corps of Engineers.  
Sec. 1103. Study on economic and budgetary analyses.  
Sec. 1104. Dissemination of information.  
Sec. 1105. Non-Federal engagement and review.  
Sec. 1106. Lake Okechobee regulation schedule review.  
Sec. 1107. Access to real estate data.  
Sec. 1108. Aquatic invasive species research.  
Sec. 1109. Harmful algal bloom technology demonstration.  
Sec. 1110. Bubbly Creek, Chicago ecosystem restoration.  
Sec. 1111. Dredge pilot program.  
Sec. 1112. Hurricane and storm damage protection program.  
Sec. 1113. Operation and maintenance of existing infrastructure.  
Sec. 1114. Assistance relating to water supply.  
Sec. 1115. Property acquisition.  
Sec. 1116. Dredged material management plans.  
Sec. 1117. Inclusion of project or facility in Corps of Engineers workplan.  
Sec. 1118. Geomatic data.  
Sec. 1119. Local government reservoir permit review.  
Sec. 1120. Transparency and accountability in cost sharing for water resources development projects.  
Sec. 1121. Upper Missouri Mainstem Reservoir water withdrawal intake easement review.  
Sec. 1122. Limitation on contract execution.  
Sec. 1123. Certain levee improvements.  
Sec. 1124. Cost-share payment for certain projects.  
Sec. 1125. Locks on Allegheny River.  
Sec. 1126. Purpose and need.  
Sec. 1127. Prior project authorization.  
Sec. 1128. Mississippi River and Tributaries Project.  
Sec. 1129. Inclusion of Tribal interests in project consultations.  
Sec. 1130. Beneficial use of dredged material.  
Sec. 1131. Ice jam prevention and mitigation.  
Sec. 1132. Rehabilitation of Corps of Engineers constructed dams.  
Sec. 1133. Columbia River.  
Sec. 1134. Missouri River Reservoir sediment management.

Sec. 1151. Operation and maintenance of navigation and hydroelectric facilities.  
Sec. 1152. Study of water resources development projects by non-Federal interests.  
Sec. 1153. Construction of water resources development projects by non-Federal interests.  
Sec. 1154. Corps budgeting, project deauthorizations, comprehensive backlog report.  
Sec. 1155. Indian Tribes.  
Sec. 1156. Inflation adjustment of cost-sharing provisions for territories and Indian Tribes.  
Sec. 1157. Corps of Engineers continue authorities program.  
Sec. 1158. Hurricane and storm damage reduction.  
Sec. 1159. Regional coalitions and higher education.  
Sec. 1160. Emergency response to natural disasters.  
Sec. 1161. Cost and benefit feasibility assessment.  
Sec. 1162. Extended community assistance by the Corps of Engineers.  
Sec. 1163. Dam safety.  
Sec. 1164. Local government water management plans.  
Sec. 1165. Structures and facilities constructed by Secretary.  
Sec. 1166. Advanced funds for water resources development studies and projects.  
Sec. 1167. Costs in excess of Federal participation limit.  
Sec. 1168. Disposition of projects.  
Sec. 1169. Contributed funds for non-Federal reservoir operations.  
Sec. 1170. Watercraft inspection stations.  
Sec. 1171. Restricted areas at Corps of Engineers dams.  
Sec. 1172. Coastal erosion.  
Sec. 1173. Prohibition on surplus water fees, Lake Cumberland Watershed, Kentucky and Tennessee.  
Sec. 1174. Middle Rio Grande peak flow restoration.  
Sec. 1175. Prohibition of administrative fees in implementing Rough River Lake Flowage Easement Encroachment Resolution Plan.  
Sec. 1176. Preconstruction engineering design demonstration program.

## Subtitle B—Studies And Reports

Sec. 1201. Authorization of proposed feasibility studies.  
Sec. 1202. Additional studies.  
Sec. 1203. Expedited completion.  
Sec. 1204. GAO study on benefit-cost analysis reforms.  
Sec. 1205. Harbor Maintenance Trust Fund report.  
Sec. 1206. Identification of nonpowered dams for hydropower development.  
Sec. 1207. Study on innovative ports for offshore wind development.  
Sec. 1208. Innovative materials and advanced technologies report.  
Sec. 1209. Study and report on expediting certain waiver processes.  
Sec. 1210. Report on debris removal.  
Sec. 1211. Corps flood policy within urban areas.  
Sec. 1212. Feasibility studies for mitigation of damage.  
Sec. 1213. Application of military leasing authorities.  
Sec. 1214. Community engagement.

## TITLE II—DRINKING WATER SYSTEM IMPROVEMENT

Sec. 2001. Indian reservation drinking water program.  
Sec. 2002. Clean, safe, reliable water infrastructure.  
Sec. 2003. Study on intractable water systems.  
Sec. 2004. Sense of Congress relating to access to nonpotable water.  
Sec. 2005. Drinking water infrastructure resilience and sustainability.  
Sec. 2006. Voluntary school and child care program lead testing grant program enhancement.  
Sec. 2007. Innovative water technology grant program.  
Sec. 2008. Improved consumer confidence reports.  
Sec. 2009. Clean water agreements.  
Sec. 2010. Additional considerations for compliance.  
Sec. 2011. Improved accuracy and availability of compliance monitoring data.  
Sec. 2012. Asset management.  
Sec. 2013. Community water system risk and resilience.  
Sec. 2014. Authorization for grants for State programs.  
Sec. 2015. State revolving loan funds.  
Sec. 2016. Authorization for source water petition programs.  
Sec. 2017. Review of technologies.  
Sec. 2018. Source water.  
Sec. 2019. Report on Federal cross-cutting requirements.  
Sec. 2020. Assistance for areas affected by natural disasters.  
Sec. 2021. Monitoring for unregulated contaminants.  
Sec. 2022. American iron and steel products.  
Sec. 2023. Authorization for capitalization grants to States for State drinking water treatment revolving loan funds.

## TITLE III—ENERGY

Sec. 3001. Modernizing authorizations for necessary hydropower approvals.  
Sec. 3002. Qualifying conduit hydropower facilities.  
Sec. 3003. Promoting hydropower development at existing nonpowered dams.  
Sec. 3004. Closed-Loop pumped storage projects.  
Sec. 3005. Considerations for relicensing terms.  
Sec. 3006. Fair ratepayer accountability, transparency, and efficiency standards.  
Sec. 3007. J. Bennett Johnston Veterans Hydropower Extension.  
Sec. 3008. Study and Reinstatement of FERC License No. 11993 for the Mahoney Lake Hydroelectric Project.  
Sec. 3009. Strategic Petroleum Reserve drawdown.

## TITLE IV—OTHER MATTERS

### Subtitle A—Clean Water

Sec. 4101. Stormwater infrastructure funding task force.  
Sec. 4102. Wastewater technology clearinghouse.  
Sec. 4103. Technical assistance for treatment works.  
Sec. 4104. Amendments to Long Island Sound program.  
Sec. 4105. Authorization of appropriations for Columbia river basin restoration.  
Sec. 4106. Sewer overflow control grants.  
Sec. 4107. Assistance for individual household decentralized wastewater systems of individuals with low or moderate income.

## Subtitle B—WIFIA Reauthorization And Innovative Financing For State Loan Funds

Sec. 4201. WIFIA reauthorization and innovative financing for State loan funds.

## Subtitle C—Miscellaneous

Sec. 4301. Agreement with Commission of Reclamation.  
Sec. 4302. Snake River Basin flood prevention action plan.  
Sec. 4303. GAO audit of contracts and Tainter gate repairs of Harlan County Dam.  
Sec. 4304. Water infrastructure and workforce investment.  
Sec. 4305. Regional liaisons for minority, Tribal, and low-income communities.  
Sec. 4306. WaterSense.  
Sec. 4307. Predatory and other wild animals.  
Sec. 4308. Klamath project water and power.  
Sec. 4309. Certain Bureau of Reclamation dikes.  
Sec. 4310. Authority to make entire active capacity of Fontenelle Reservoir available for use.  
Sec. 4311. Blackfoot water rights settlement.  
Sec. 4312. Indian Irrigation Fund reauthorization.  
Sec. 4313. Reauthorization of repair, replacement, and maintenance of certain Indian irrigation projects.  
Sec. 4314. Indian dam safety reauthorization.  
Sec. 4315. Diana F. Murphy United States Courthouse.

## Subtitle B—Water Infrastructure Financing and Innovation Act Reauthorization

# WIFIA – Water Infrastructure Finance and Innovation Act

- Provides financial assistance for water infrastructure projects, including:
  - ✓ Wastewater and drinking water treatment systems
  - ✓ New construction and rehabilitation
- Provides financial assistance to:
  - ✓ Large water infrastructure projects
  - ✓ Having difficulty obtaining financing

# WIFIA – Water Infrastructure Finance and Innovation Act

- Provides credit assistance in the form of direct loans at U.S. Treasury rates
- Projects must be found creditworthy with a revenue stream for repayment to be eligible for assistance
- Historic and current funding appropriations:
  - ✓ FY2017 appropriations totaled \$30 million
  - ✓ FY2018 appropriations totaled \$63 million
  - ✓ FY2019 appropriations totaled \$68 million

# FNI Provides Funding Expertise



- **Mark Evans** – FNI Technical Advisor
- Formerly with Texas Water Development Board
- Provides consultation in:
  - ✓ Project financing
  - ✓ Funding alternatives
  - ✓ Loan and grant opportunities

# Any Questions?

**David Hunn, PE**

Senior Project Manager  
Southeast Water/Wastewater Treatment

david.hunn@freese.com  
346-320-1582

## Why Use FNI for AWIA Compliance?

- Trained staff on latest AWIA requirements
- Extensive experience with vulnerability assessments and emergency response plans
- Significant knowledge of South Texas water systems
- Multi-discipline capabilities



# City of Galveston

## FLEET FACILITIES STAFF REPORT

April 22, 2020

Brian Maxwell, City Manager  
Honorable Mayor and City Council Members

**Subject:** Consider for the approval of a resolution supporting the transfer of the remaining three (3) Gillig buses that are owned by the City of Galveston to Gulf Coast Center for the League City Park & Ride, and thereby authorizing the City Manager to execute the agreement thereof.

### I. Background

- A. In 2012, the City of Galveston acquired eight (8) 35-foot Gillig buses through an FTA Clean Fuels Grant as well as other grants (which included TML insurance proceeds) to support the operation of the League City Park and Ride.
- B. In 2017, the City of Galveston ended its contract with Gulf Coast Center (the city provided the vehicles, drivers and bus maintenance), and transferred five out of the eight Gillig buses to GCC so they could continue the League City Park and Ride service.
- C. In January 2020, talks between The Gulf Coast Center (GCC) and the City of Galveston took place in reference to the transferring the three (3) remaining Gillig buses from Galveston to Gulf Coast Center in order to continue the full operation of the League City Park and Ride.
- D. The City of Galveston had parked the three remaining Gillig buses as their larger body frames were hard to navigate through the smaller streets within Galveston.
- E. As these vehicles were originally purchased with a Clean Fuels grant, the cities alternatives include:
  1. City retaining the Gillig buses (which if not utilized, would require reimbursement of the remaining federal share of \$338,510).
  2. City selling the Gillig buses (which would require reimbursement of FTA with sales proceeds).
  3. Transferring the Gillig buses to GCC to continue the LC P&R Service, which relinquishes the city of future claims for a proportionate local share interest.

### II. Current Situation





# City of Galveston

## FLEET FACILITIES STAFF REPORT

Consider for the approval of a resolution supporting the transfer of the remaining three (3) Gillig buses that are owned by the City of Galveston to Gulf Coast Center for the League City Park & Ride, and thereby authorizing the City Manager to execute the agreement thereof.

### III. Alternatives in order of priority

A. City Council approves the item.

1. Cost - no cost to the city.
2. Timing - As soon as possible.
3. Divisional Improvements - elimination of remaining excess larger bus

B. City Council does not approve the item.

1. Cost - if not utilized, useful life payback to FTA would be \$338,510
2. Timing - N/A
3. Divisional Improvements - none

### IV. Recommendation

Consider for the approval of a resolution supporting the transfer of the remaining three (3) Gillig buses that are owned by the City of Galveston to Gulf Coast Center for the League City Park & Ride, and thereby authorizing the City Manager to execute the attached thereof.

### V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Original FTA Clean Fuels Grant
Savings Estimation	Useful life payment eliminated

### VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted





# City of Galveston

## FLEET FACILITIES STAFF REPORT

David Smith  
Executive Director



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING ISLAND TRANSIT TO TRANSFER TITLE FOR THE REMAINING THREE (3) GILLIG BUSES TO THE GULF COAST CENTER; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

---

WHEREAS, in 2012, the City of Galveston (City) utilized a Clean Fuels and other FTA Grants to Purchase eight (8) 35 Gillig buses to support operation of the League City (formerly Victory Lakes) Park and Ride Service; and

WHEREAS, on October 23, 2014, the City and the Gulf Coast Center (GCC) entered into an Inter-local Agreement for Commuter Transit Service; and

WHEREAS, in December 2017, the City provided notice to the (GCC) that the Inter-local Agreement for Commuter Transit Service between the City and the GCC had expired, and the City would no longer operate the League City Park and Ride Service; and

WHEREAS, in December 2019, GCC requested that the City of Galveston transfer three (3) of the 35 Gillig buses to GCC, to allow for continued operation of the League City Park and Ride Service; and

WHEREAS, as the buses were purchased with a Clean Fuels Grant from the Federal Transit Administration (FTA), transfer of these buses to the GCC, another FTA eligible grantee which is committed to continue operating the League City Park and Ride Service would require payment from the City to the FTA; and

WHEREAS, if the City were to retain all three (3) of the original buses obtained with the Clean Fuels Grant, the city would be required to pay the FTA the remaining depreciated federal interest remaining, estimated at \$338,510; and

WHEREAS, in conjunction with this transfer, GCC will accept transfer of this equipment and relinquish all future claims for a proportionate local share interest in any buses owned by the City of Galveston and will provide, prior to transfer of title, Resolutions by their governing Boards to that effect; and

WHEREAS, City Council of the City of Galveston, Texas, deems it in the best interest of the City and Galveston Island Transits current operating and fleet management plans to transfer up to three (3) Gillig buses purchased with funds from the Clean Fuels Grant to GCC.

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 authorizes the City Manager, or designee, to take any necessary action to transfer the titles of such vehicles to GCC.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

\_\_\_\_\_  
DON GLYWASKY  
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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

## FLEET FACILITIES STAFF REPORT

April 8, 2020

Brian Maxwell, City Manager  
Honorable Mayor and City Council Members

**Subject:** Consider for the approval of the change order payment for the required ladder and platform repairs to unit 1830, which is a 2002 Fire Department ladder truck, to Siddons Martin, for an additional \$9,835.20 to the previously approved amount 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 current depreciated value is \$240,934.
- B. Unit 1830 recently had an annual ladder inspection (PML) performed that identified some items in need of repair. These items did not require the immediate removal of the truck from service. In-house mechanics reviewed the required repairs.
- C. In addition, a minor accident damaged the platform that was repaired when the ladder repairs are made. An insurance claim was filed with TML Insurance for the accident damage.
- D. Quotes were requested for the initial repairs and the City Council approved the repairs to the lowest bidder (#2) during its January meeting.
  - 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. The repairs had to be performed exponentially since this is the only 105-foot ladder truck in the fleet. The city also owns a 75' ladder truck.
- F. The truck was only out of service when brought in for the scheduled repairs.





# City of Galveston

## FLEET FACILITIES STAFF REPORT

G. The quoted repairs were completed, but additional problems had to be addressed, and were approved by staff (myself). All repairs were completed and the ladder truck was placed back in service. The additional problems were:

- Weathered wiring in the ladder's platform.
- Ladders platform cylinders had to be rebuilt.
- The correction of warning lights during testing.

### II. Current Situation

The City Council will have to approve the change order payment for the required ladder and platform repairs to unit 1830, which is a 2002 Fire Department ladder truck, to Siddons Martin, for an additional \$9,835.20 to the previously approved amount 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 - additional \$9,835.20
2. Timing - as soon as possible.
3. Departmental Improvements - will provide the payment for the supplied services.

B. Do not approve the request.

1. Cost - no additional cost at this time.
2. Timing - N/A
3. Departmental Improvements - payment will not be processed.

### IV. Recommendation

Concur in Alternative A; approve the change order payment for the required ladder and platform repairs to unit 1830, which is a 2002 Fire Department ladder truck, to Siddons Martin, for an additional \$9,835.20 to the previously approved amount of \$22,238.13. Funding source is the garage outside repairs account and TML insurance.





# City of Galveston

## FLEET FACILITIES STAFF REPORT

### 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
Cost	\$ 2,650.00 platform repairs (accident) \$19,588.13 ladder repairs (PML) <u>\$ 9,835.20 change order</u> \$32,073.33 Total
Savings Estimation	N/A

Respectfully Submitted

David Smith  
Executive Director





Siddons-Martin Emergency Group  
 4903 FM 1765  
 La Marque TX USA 77568  
 Phone #:(409) 655-3005  
 Fax #: (888) 412-6085

Invoice Number: 19404461A  
 Tag Number: STEVE  
 Date and Time In: 3/3/2020 - 9:45 AM  
 Date and Time Out: 3/3/2020 - 10:25 AM  
 Promised Date - Time: 3/3/2020 - 10:25 AM  
 Cashed Out Date:



CUSTOMER COPY

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A045) Aubrey Miller

Galveston Fire Dept.

1003284

Cell: (409) 739-9886 Work: (409) 797-3920 Email: pearsongeo@cityofgalveston.org

O • C

Veh Info: 125217 02 E-ONE Platform Aerial Ae

Serial Numbers: 4ENGABA8321005217

TOWER 1 - 1830

28,884.83 +  
 3,188.50 +  
 32,073.33 \*

PO #: AWA PO

In-Srv: 1/1/2002 Miles/Hrs In: 0 Out: 0 Plate #: T-1

Color Ex: Int:

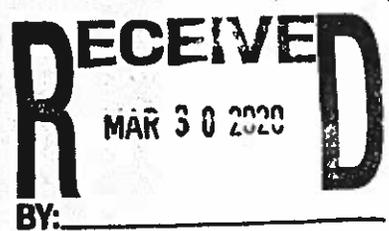
PO	22,238.13 +	1 VIN	Mech #	Type	Labor	Discount	Total
FINAL	32,073.33 -			Qty Ret. Price	Savings	Selling Price	Ext Discount Ext Price
DIFF	9,835.20 - *	0	A08M	Wholesale		\$235.00	\$0.00 \$235.00

NE IS LEAKING ON THE LADDER  
 CORRECTION: INSPECTED AND DID NOT FIND A LEAK. ALL OF AT THIS TIME

2 21005217 1 - 1830 A08M Wholesale Labor Total: \$235.00 Job Total: \$5,922.56 \$0.00 \$5,922.56 X

MULTIPLE VERTICAL SLIDE PADS ARE CRACKED.  
 CORRECTION: INSTALLED ALL NEW SLIDE PADS AND HARDWARE AND TESTED FOR PROPER OPERATION AND ALL OK.

573331	SLIDE PAD	1.00	\$146.55	\$0.00	\$146.55	\$0.00	\$1,172.40
573336	SLIDE PAD	4.00	\$150.10	\$0.00	\$150.10	\$0.00	\$600.40
573332	SLIDE PADS	2.00	\$167.98	\$0.00	\$167.98	\$0.00	\$335.96
573325	SLIDE PAD	2.00	\$665.11	\$0.00	\$665.11	\$0.00	\$1,330.22
573326	SLIDE PAD	2.00	\$665.11	\$0.00	\$665.11	\$0.00	\$1,330.22
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
573323	SLIDE PAD	4.00	\$468.42	\$0.00	\$468.42	\$0.00	\$1,873.68



3 21005217 1 - 1830 A08M Wholesale Labor Total: \$5,922.56 Job Total: \$278.75 \$0.00 \$278.75 X

THE DRIVER SIDE LADDER RESTING PAD IS MISSING  
 CORRECTION: INSTALLED A NEW DRIVER SIDE LADDER RESTING PAD AND TESTED FOR PROPER OPERATION AND ALL OK.

589682	SCUUF PLATE UNDER LADDER SECTION	1.00	\$405.18	\$0.00	\$405.18	\$0.00	\$405.18
FRT	FREIGHT	1.00	\$25.32	\$0.00	\$25.32	\$0.00	\$25.32

4 21005217 1 - 1830 A08M Wholesale Labor Total: \$334.50 Job Total: \$709.25 \$0.00 \$334.50 X

THE DRIVER SIDE LIFT CYLINDER PIN RETAINING PLATE HAS A CRACKED WELD AT THE GREASE FITTING.  
 CORRECTION: INSTALLED A NEW RETAINING PLATE AND TESTED FOR PROPER OPERATION AND ALL OK.

376550	RETAINING PLATE	1.00	\$1,180.11	\$0.00	\$1,180.11	\$0.00	\$1,180.11
08115	BONDING	1.00	\$225.41	\$0.00	\$225.41	\$0.00	\$225.41

5 21005217 1 - 1830 A08M Wholesale Labor Total: \$940.00 Job Total: \$1,740.02 \$0.00 \$940.00 X

THE LADDER NEEDS TO BE LUBRICATED.  
 CORRECTION: CLEANED AND LUBRICATED THE LADDER AND TESTED FOR PROPER OPERATION AND ALL OK.

6 21005217 1 - 1830 Wholesale Labor Total: \$940.00 Job Total: \$0.00 \$0.00 \$0.00 X

QC



Siddons-Martin Emergency Group  
 4903 FM 1765  
 La Marque TX USA 77568  
 Phone #:(409) 655-3005  
 Fax #: (888) 412-6085

Invoice Number: 19404461A

Tag Number: STEVE

Date and Time In: 3/3/2020 - 9:45 AM

Date and Time Out: 3/3/2020 - 10:25 AM

Promised Date - Time: 3/3/2020 - 10:25 AM

Cashed Out Date:



CUSTOMER COPY

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A045) Aubrey Miller

Galveston Fire Dept.  
 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

RECEIVED  
 MAR 30 2020  
 BY: \_\_\_\_\_

Miles/Hrs In: 0 Out: 0 Plate #: T-1  
 Int:

7 21005217 1 - 1830 Parts Total: Labor Total: \$0.00 Job Total: \$0.00  
 Wholesale \$352.50 \$0.00 \$352.50  
 TRUCK IS ALARMING FOR LOW VOLTAGE  
 CAUSE: INSPECTED AND FOUND THAT THE ALTERNATOR IS BAD.  
 CORRECTION: THE CITY BARN DID THE REPAIR ON THE ALTERNATOR.

8 21005217 1 - 1830 Parts Total: Labor Total: \$352.50 Job Total: \$352.50  
 Wholesale \$3,087.50 \$0.00 \$3,087.50  
 THE BASKET HAS NO VOLTAGE.  
 CAUSE: INSPECTED AND FOUND THAT THE MAIN CONTROL BOX HAD BURNED WIRING AND THE CANNON PLUGS ARE  
 BACKWARDS.  
 CORRECTION: INSTALLED A NEW MAIN CONTROL BOX, NEW PLUGS AND RAN NEW WIRING. TESTED FOR PROPER OPERATION  
 AND ALL OK

DRC16-40S	CONNECTOR	1.00	\$108.40	\$0.00	\$108.40	\$0.00	\$108.40
DTSB	DEUTSCH SOCKET TERMINAL 14-16 GAUGE	30.00	\$2.21	\$0.00	\$2.21	\$0.00	\$66.30
PVC JBX884	JUNCTION BOX	1.00	\$59.86	\$0.00	\$59.86	\$0.00	\$59.86
<b>Parts Total:</b>		\$234.56		<b>Labor Total:</b>	\$3,087.50	<b>Job Total:</b>	\$3,322.06

9 21005217 1 - 1830 A03Y Parts Total: Labor Total: \$988.00 Job Total: \$988.00  
 Wholesale \$988.00 \$0.00 \$988.00  
 THE BASKET LEVELING CYLINDERS ARE LEAKING  
 CAUSE: INSPECTED AND FOUND THAT THE BASKET LEVELING CYLINDERS ARE LEAKING.  
 CORRECTION: REBUILT ALL 4 BASKET LEVELING CYLINDERS AND TESTED FOR PROPER OPERATION AND ALL OK.

542299	SEAL KIT	4.00	\$428.79	\$0.00	\$428.79	\$0.00	\$1,715.16
FRT	FREIGHT	1.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00
SUBLET	REBUILD 4 CYLINDERS	1.00	\$672.00	\$0.00	\$672.00	\$0.00	\$672.00
<b>Parts Total:</b>		\$2,487.16		<b>Labor Total:</b>	\$988.00	<b>Job Total:</b>	\$3,475.16

10 21005217 1 - 1830 A014 Parts Total: Labor Total: \$494.00 Job Total: \$494.00  
 Wholesale \$494.00 \$0.00 \$494.00  
 AERIAL LADDER TEST.  
 SUBLET SUBLET 1.00 \$1,006.00 \$0.00 \$1,006.00 \$0.00 \$1,006.00

11 21005217 1 - 1830 A03Y Parts Total: Labor Total: \$123.50 Job Total: \$123.50  
 Wholesale \$123.50 \$0.00 \$123.50  
 THE CHECK ENGINE LIGHT IS ON  
 CAUSE: INSPECTED AND FOUND THAT THE TRUCK WAS LOW ON COOLANT  
 CORRECTION: TOPPED THE TRUCK OFF WITH COOLANT AND TESTED FOR PROPER OPERATION AND ALL OK.

12 21005217 1 - 1830 Parts Total: Labor Total: \$247.00 Job Total: \$247.00  
 Wholesale \$247.00 \$0.00 \$247.00  
 THE ABS LIGHT IS ON.  
 CAUSE: INSPECTED AND FOUND THE WHEEL SPEED SENSORS ARE BAD,  
 CORRECTION: CITY BARN TO DO THIS REPAIR.



Siddons-Martin Emergency Group  
 4903 FM 1765  
 La Marque TX USA 77568  
 Phone #:(409) 655-3005  
 Fax #: (888) 412-6085

Invoice Number: 19404461A

Tag Number: STEVE

Date and Time In: 3/3/2020 - 9:45 AM

Date and Time Out: 3/3/2020 - 10:25 AM

Promised Date - Time: 3/3/2020 - 10:25 AM

Cashed Out Date:



CUSTOMER COPY

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A045) Aubrey Miller

Galveston Fire Dept.  
 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

PO #: AWA PO

In-Srv: 1/1/2002 Miles/Hrs In: 0 Out: 0 Plate #: T-1

Color Ex:

Int:

Parts Total:

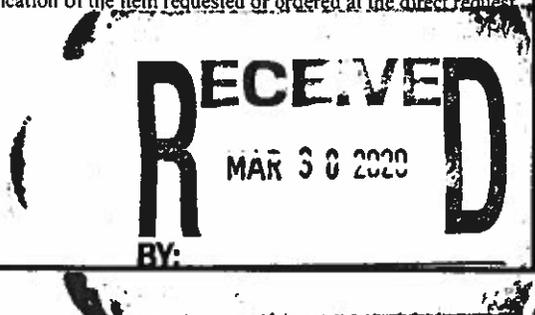
Labor Total:

\$247.00

Job Total:

\$247.00 ✓

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:	\$13,828.20
Core Total:	\$0.00
Freight Total:	\$125.32
Sublet Total:	\$1,678.00
Labor Total:	\$13,003.31
- Labor Discount:	\$0.00
Other Charges:	\$0.00
Shop Supplies:	\$250.00
Sub Total:	\$28,884.83
- Parts Discount:	\$0.00

Ext Price:	\$28,884.83
Sales Tax:	\$0.00
Total:	\$28,884.83
- Deductible:	\$0.00
- Deposits:	\$0.00
Amount Due:	\$28,884.83
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:

## Allison Burch

---

**From:** Steve Manis <smanis@siddons-martin.com>  
**Sent:** Monday, March 30, 2020 3:57 PM  
**To:** Allison Burch; Cheyanne Jordan  
**Subject:** RE: Galveston invoice

Allison,

While the truck was here at the shop the following issues arose on the truck.

Number 7 TRUCK IS ALARMING FOR LOW: after reinstalling the aerial basket and trying to tested the system the truck would not function properly. At first we thought it could be in the aerial basket itself and opened one of the panels and found all of the bad electrical wiring on number 8. As time went on and troubleshooting the electrical system the truck began alarming for low voltage and that is when we found the trucks alternator was going out. *352.50*

8. THE BASKET HAS NO VOLTAGE. Inspected and found badly corroded wiring and exposed wiring that needed to be repaired. *3322.00*

9. INSPECTED AND FOUND THAT THE BASKET LEVELING CYLINDERS ARE LEAKING. Once able to test the hydraulic system we found the aerial basket cylinder seals to be bad and had them rebuilt. *3475.16*

10. Performed full aerial ladder test and received a passing certification for the aerial devise.

After all testing had be performed the truck was taken for a test drive to check all proximity switch on the aerial devise is set correctly and would not alarm while driving, the check engine light and abs lights both turned on during the test drive and diagnosed issues prior to the truck being picked up so the department would know why the lights were on and the barn could make the minor repairs needed. *1006.00*

11. THE CHECK ENGINE LIGHT IS ON. Light came on for low coolant the coolant was topped off and retested the truck and all ok. *123.50*

12. THE ABS LIGHT IS ON. The abs wheel speed sensors on axles 1 and 2 need to be changed. *247.00*

I hope this information will help you. Thanks

Steve Manis  
Service Manager  
La Marque Service Center



4903 FM 1765  
LaMarque, TX 77568  
Office: 409-655-3005 – 281-442-6806  
Fax: 888-412-6085 – 281-442-9026  
Email: [smanis@siddons-martin.com](mailto:smanis@siddons-martin.com)  
[www.siddons-martin.com](http://www.siddons-martin.com)

**From:** Allison Burch <ABurch@GalvestonTX.Gov>  
**Sent:** Monday, March 30, 2020 3:06 PM  
**To:** Cheyanne Jordan <cjordan@industrialapparatusservices.com>



**Siddons-Martin Emergency Group**  
 4903 FM 1765  
 La Marque TX USA 77568  
 Phone #:(409) 655-3005  
 Fax #: (888) 412-6085

Invoice Number: 19404461B

Tag Number:

Date and Time In: 1/24/2020 - 9:44 AM

Date and Time Out: 3/24/2020 - 1:31 PM

Promised Date - Time: 3/24/2020 - 12:00 PM

Cashed Out Date: 3/24/2020 - 3:59 PM



Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A045) Aubrey Miller

Galveston Fire Dept.  
 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

PO #: AWA PO

In-Srv: 1/1/2002

Miles/Hrs In: 55426 Out: 55426 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	A03Y	Wholesale		\$0.00	\$738.50
THE TRUCK WAS IN AN ACCIDENT CAUSE: MILES: 55426 HOURS: 7572 THE TRUCK WAS INVOLVED IN AN ACCIDENT CORRECTION: REMOVED THE AERIAL PLATFORM CUT OUT BENT TUBING. CUT BENT GATES STRAIGHTENED TUBING ACROSS CONTROL PANEL. CUT NEW POST AND WELDED INTO PLACE. FABRICATED NEW GUSSET. STRAIGHTENED GATE PIPES. WELDED NEW TUBING ON GATES. FIXED GATE LATCH CATCH SUBLET REPAIR PLATFORM							
				1.00 \$2,450.00	\$0.00	\$0.00	\$2,450.00
			<b>Parts Total:</b>	\$2,450.00	<b>Labor Total:</b>	\$738.50	<b>Job Total:</b>
							\$3,188.50
2	21005217	1 - 1830		Wholesale		\$0.00	\$0.00
QC							
			<b>Parts Total:</b>		<b>Labor Total:</b>	\$0.00	<b>Job Total:</b>
							\$0.00

Pay Type	CC #	Amount	Parts Total:	Core Total:	Freight Total:	Sublet Total:	Labor Total:	- Labor Discount:	Other Charges:	Shop Supplies:	Sub Total:	- Parts Discount:	Ext Price:	Sales Tax:	Total:	- Deductible:	- Deposits:	Amount Due:
OA		\$3,188.50	\$0.00	\$0.00	\$0.00	\$2,450.00	\$738.50	\$0.00	\$0.00	\$0.00	\$3,188.50	\$0.00	\$3,188.50	\$0.00	\$3,188.50	\$0.00	\$0.00	\$3,188.50

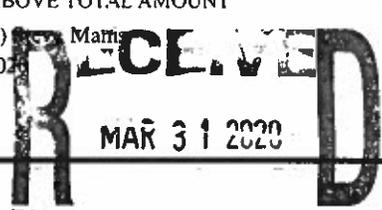
Signature: \_\_\_\_\_

I AGREE TO PAY THE ABOVE TOTAL AMOUNT

Cashed Out By: (A02C) \_\_\_\_\_

Cash Out Date: 3/24/2020

Cash Drawer: A02C



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:



# City of Galveston

## FLEET FACILITIES STAFF REPORT

April 8, 2020

Brian Maxwell, City Manager  
Honorable Mayor and City Council Members

**Subject:** Consider for the approval of a resolution supporting an extension of the Interlocal Agreement between the City of Galveston, Texas and Harris County (dba Harris County RIDES), in an amount not to exceed \$400,000 in support of Subsidized Taxi Services for the delivery of ADA Paratransit/Demand Response Transit Services, and thereby authorizing the City Manager to execute the attached agreement thereof.

### I. Background

- A. ADA Paratransit/Demand Response is a curb to curb public transit service for qualifying individuals that otherwise may not be able to utilize traditional fixed route services, due to an inability to navigate the fixed route system.
- B. ADA Paratransit/Demand Response services are traditionally the costliest type of transit service to provide, with the actual cost to deliver the service in the \$20+ per trip price range.
- C. Harris County manages a subsidized taxi service for Dial-A-Ride services, including qualification of participating taxi services to ensure compliance with federal and state transit funding requirements.
- D. In 2017 City Council approved an Interlocal Agreement (Attached) between the City and Harris County RIDES for implementation of a \$150,000 Pilot Project, in order to determine the efficiency and effectiveness of subsidized taxis for Dial-A-Ride service needs within the Island Transit service area.
- E. In 2018 City Council approved a contract extension for RIDES, in the amount of \$300,000 and in 2019, City Council approved a contract extension for \$550,000 in trip costs that could be provided through the RIDES program.
- F. Based on the first 6 months of FY 2019, the RIDES program had resulted in an average cost of \$15.84 per trip, which is at least 25% cheaper than direct service delivery by Island Transit. The original contract is limited to four (4) one-year extensions.





# City of Galveston

## FLEET FACILITIES STAFF REPORT

### II. Current Situation

Consider for the approval of a resolution supporting an extension of the Interlocal Agreement between the City of Galveston, Texas and Harris County (dba Harris County RIDES), in an amount not to exceed \$400,000 in support of Subsidized Taxi Services for the delivery of ADA Paratransit/Demand Response Transit Services, and thereby authorizing the City Manager to execute the attached agreement thereof.

### III. Alternatives in order of priority

A. City Council approves the Interlocal Agreement extension.

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

B. City Council does not approve the Interlocal Agreement.

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

### IV. Recommendation

Consider the approval of a resolution supporting an extension of the Interlocal Agreement between the City of Galveston, Texas and Harris County (dba Harris County RIDES), in an amount not to exceed \$400,000 in support of Subsidized Taxi Services for the delivery of ADA Paratransit/Demand Response Transit Services, and thereby authorizing the City Manager to execute the attached agreement thereof.





# City of Galveston

## FLEET FACILITIES STAFF REPORT

### V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	FTA 5307 and Local Share (General Fund) Matching Dollars
Savings Estimation	25%+ cost savings per trip provided

Respectfully Submitted  
David Smith  
Executive Director



**RESOLUTION NO. 20-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS  
AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXTEND AN  
INTERLOCAL AGREEMENT PROVIDING FOR DEMAND RESPONSE TRANSIT  
SERVICES BETWEEN HARRIS COUNTY AND THE CITY OF GALVESTON;  
PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE  
DATE.**

---

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

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

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

**WHEREAS**, such expansion requires an amount not to exceed \$400,000.00; and,

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

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

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

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
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 30th day of April 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 the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary for the City Council  
Of the City of Galveston



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

August 16, 2019

David Smith  
City of Galveston Texas  
823 Rosenberg, Suit #203  
Galveston, Texas 77553

**Re: PJ188140 – Agreement Renewal with Harris County Transportation Services “RIDES” Program**

Dear Mr. Smith,

The Agreement to provide Transportation Services Rides Program, expires May 8, 2020. If you will renew the Agreement terms and conditions, with a revised budget amount of \$400,000.00, please advise the Purchasing Department in writing by ASAP. You may respond by fax at 713-437-8417 or by email to: [ebony.breeding@pur.hctx.net](mailto:ebony.breeding@pur.hctx.net).

If you have any questions, please call me at (713) 274-4438.

Sincerely,

*Ebony Breeding*

Ebony Breeding  
Buyer

ERB

-----  
City of Galveston will renew the Agreement terms and conditions with the revised budget amount of \$400,000 for the term May 9, 2020 through May 8, 2021.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN  
HARRIS COUNTY AND CITY OF GALVESTON FOR RIDES PROGRAM**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Amendment to the Interlocal Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through the Community Service Department, and City of Galveston – Island Transit (“COG”), an entity providing public transportation situated in Galveston County, Texas. County and COG are known individually as “Party” and collectively as “Parties.”

***Recitals***

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

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

On May 9, 2017, Commissioners Court approved an agreement allowing for COG to coordinate the provision of non-emergency medical transportation with the County’s RIDES program for people who are elderly or disabled and have no alternative transportation (“Agreement”).

The Parties now desire to amend the Agreement to extend the term until May 8, 2021 and provide additional funding.

***Terms***

I.

This Amendment shall be governed by the Agreement, which is incorporated herein by reference.

II.

The Agreement is hereby amended to extend the term until May 8, 2021.

III.

COG agrees to appropriate an additional Four Hundred Thousand and No/Dollars (\$400,000.00) to compensate County for Services provided during the extended term.

IV.

It is expressly understood and agreed that the Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this Amendment shall control.

V.

All other terms and provisions of the Agreement shall remain in full force and effect as originally written and subsequently amended.

VI.

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

CITY OF GALVESTON

HARRIS COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
VINCE RYAN  
COUNTY ATTORNEY

By: \_\_\_\_\_  
Cherelle Sims  
Assistant County Attorney  
C.A. File 20GEN1074

**ORDER OF COMMISSIONERS COURT**  
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2020 with all members present except \_\_\_\_\_.

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

**ORDER AUTHORIZING EXECUTION OF AMENDMENT TO INTERLOCAL AGREEMENT WITH CITY OF GALVESTON**

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

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**IT IS ORDERED** that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the Amendment to an Interlocal Agreement with City of Galveston to provide non-emergency medical transportation as part of CSD's RIDES Program; the amendment extends the term of the Agreement until September 30, 2020 and increases the reimbursable cost to the County by an amount not to exceed Twenty Thousand and No/Dollars (\$20,000.00). The Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Exhibit A

**INTERLOCAL GOVERNMENTAL AGREEMENT FOR RIDES PROGRAM**

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS     §

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

**RECITALS:**

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

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

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

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

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

**TERMS**

**L. SCOPE OF SERVICES**

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

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

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

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

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

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

**Section 1.07** Invoicing and Budget.

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

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

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

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

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

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

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

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

**Section 1.08 Reports.**

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

**II. STANDARDS**

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

**III. TIME OF PERFORMANCE**

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

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

**IV. NON-PERFORMANCE**

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

**V. TERMINATION**

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

**VI. NOTICE**

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

Harris County

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

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

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

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

#### **VII. ENTIRE AGREEMENT**

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

#### **VIII. SEVERABILITY**

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

#### **IX. NO PERSONAL LIABILITY**

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

#### **X. GOVERNING LAW AND VENUE**

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

#### **XI. MERGER**

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

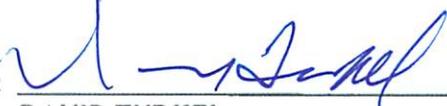
## XII. EXECUTION

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

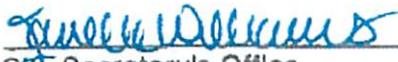
CITY OF GALVESTON

By:   
Name: Brian Macaell  
Title: CITY MANAGER  
Date: 7/27/17

HARRIS COUNTY

By:   
DAVID TURKEL  
EXECUTIVE DIRECTOR

Attest:

  
City Secretary's Office

APPROVED AS TO FORM:  
VINCE RYAN  
COUNTY ATTORNEY

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

APPROVED AS TO FORM  
MEHRAN JADIDI  
ASSISTANT CITY ATTORNEY

By: 

ORDER OF COMMISSIONERS COURT

ORDER OF COMMISSIONERS COURT

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

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

ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT WITH CITY OF GALVESTON

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

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radaok	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

IT IS ORDERED that:

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

Presented to Commissioners' Court

MAY 09 2017

APPROVE clm  
Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_



# City of Galveston

## DEPARTMENT OF PARKS AND RECREATION

2222 28<sup>TH</sup> Street Galveston Texas 77550

409-797-3700

April 30, 2020

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

From: Mario Rabago, Director of Parks and Recreation

**RE: Consider for approval Staffs Recommendation to hire Grindline Skateparks Inc. for Repairs to the Johnathan M. Romano Skatepark. 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. Menard Park is located at 2222 28<sup>th</sup> Street which is along the Seawall Blvd. The park is very popular. Park Amenities include an All Inclusive Playground, Splash Pad, Skate Park, Dog Park, Tennis Courts, Basketball Court, Community Garden, Picnic Shelters and Playground Equipment. The Park also houses the McGuire Dent Recreation Center.
- C. One of the parks most popular amenity is the Johnathan M. Romano Skatepark.
- D. The skatepark was built in 2008 and is showing a noticeable level of wear and tear.
- E. Staff recognized the skateparks maintenance needs and listed this as an IDC Parks Package #3 project.
- F. On February 5, 2020 staff solicited proposals. RFP20-07 Johnathan M. Romano Skate Park Repairs Project.
- G. Staff received and evaluated the following proposals:
  - o Grindline Skatepark Inc \$38,893.00 - Evaluation Points - 1725
  - o JW Kelso \$132,950 – Evaluation Points – 1011.36
- H. Staff evaluated the proposals and selected the Grindline Skateparks Inc. which had the highest evaluation points, 1725 and a proposal amount of \$38,893.00 as the best and most qualified proposal.

### **II. Current Situation**

- A. The Johnathan M. Romano Skatepark was built in 2008 and is in need of repairs.
- B. Staff solicited proposals. RFP 20-07 for skatepark repairs
- C. Staff evaluated proposals and selected the Grindline Skateparks Inc. proposal for the amount of \$38,893.00 as the best and most qualified proposal.





# City of Galveston

## DEPARTMENT OF PARKS AND RECREATION

2222 28<sup>TH</sup> Street Galveston Texas 77550

409-797-3700

D. Staff is requesting Council to approve staffs recommendation to hire Grindline Skateparks Inc. to make repairs at the Johnathan M. Romano Skatepark for the amount not to exceed \$38,893.00

### III. Alternatives in Order of Priority

- A. Approve staff's recommendation to hire Grindline Skateparks Inc. to make repairs at the Johnathan M. Romano Skatepark for the amount not to exceed \$38,893.00
- B. Do not approve staffs recommendation to hire Grindline Skateparks Inc. to make repairs at the Johnathan M. Romano Skatepark.

### IV. Recommendation

Concur with alternative A and approve staff's recommendation to hire Grindline Skateparks Inc. to make repairs at the Johnathan M. Romano Skatepark for the amount not to exceed \$38,893.00

### V. Fiscal Impact Report

Requested by: Mario Rabago  
Director of Parks and Recreation

Funding Source: IDC Parks Package #3

**Amount not to exceed \$38,893.00**

Respectfully Submitted,

  
Mario Rabago  
Director of Parks and Recreation

Approved,

\_\_\_\_\_  
Brian Maxwell  
City Manager



RFP # 20-07 JM Romano Skate Park

Contractor/Proposer	Evaluator 1	Evaluator 2	Evaluator 3	Total Points	Average Points
Grindline	575	575	575	1725	575
JW Kelso	332.12	347.12	332.12	1011.36	337.12
				0	0
				0	0
				0	0
				0	0

*Matt Rupp*  
3-18-20

**CONTRACT FOR CONSTRUCTION SERVICES**  
**JOHNATHAN M. ROMANO SKATEPARK REPAIR PROJECT**

This Contract (the "Contract") is made and entered into this \_\_\_\_\_ day of April, 2020, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Grindline Skateparks, Inc.**, Company, located at **4619 14<sup>th</sup> Ave SW, Seattle, Washington 98106.**

**WHEREAS**, the City of Galveston desires to obtain construction services in connection with skatepark repairs within the City of Galveston ("City") and Grindline Skateparks, 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:

**Johnathan M. Romano Skatepark Repair Project**

**RFP # 20-07**

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

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed by within 30 business days from Notice to Proceed, unless sooner terminated under the terms set forth herein.
6. **LIQUIDATED DAMAGES**: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

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

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

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

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

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

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

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

(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. COMPENSATION: The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Thirty-Eight Thousand Eight Hundred ninety three dollars and zero cents. (\$38,893.00)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 4619 14<sup>th</sup> Ave SW, Seattle, Washington 98106. 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.

14. 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.

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

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
  - \$2,000,000** general liability (includes products and personal, etc.)
  - \$1,000,000** fire damage
  - \$1,000,000** automobile damage
  - \$500,000** workers compensation employers' liability
  - Statutory** limits for workers compensationInsurance coverage shall be on an "**occurrence basis**"

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

17. **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.

18. **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.

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

20. **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.

21. **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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for skatepark repairs within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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

Grindline Skateparks, Inc.  
4619 14<sup>th</sup> Avenue SW  
Seattle, Washington 98106

*(The remainder of this page left intentionally blank.)  
(Signature page follows.)*



EXHIBIT A



RFP 20-07  
**Johnathan M. Romano**  
Skatepark Repair Project

# GRINDLINE

CONCRETE SKATEPARK DESIGN & CONSTRUCTION



4619 14TH AVE SW, SEATTLE, WA 98106 · 206-932-6414 · GRINDLINE.COM

**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	Mobilization - Demobilization	\$ 4,000	\$ 4,000.00
2	1	Repairs	\$ 34,893	\$ 34,893.00
<b>TOTAL ALL LINE ITEMS</b>			\$ 38,893	\$ 38,893.00

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): JAMES KLUMDIN Date: 2/21/20

Authorized Representative (signature): [Signature] Title: SECRETARY



# BID BOND

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

**CONTRACTOR:**

*(Name, legal status and address)*

Grindline Stakeparks, Inc.  
4619 14th Ave SW  
Seattle, WA 98106

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
1501 Fourth Ave., Suite 1000  
Seattle, WA 98101

**OWNER:**

*(Name, legal status and address)*

City of Galveston  
823 Rosenberg Street, Room 300  
Galveston, TX 77550

**BOND AMOUNT:**

5%

5% of the total accompanying bid proposal

**PROJECT:**

*(Name, location or address, and Project number, if any)*

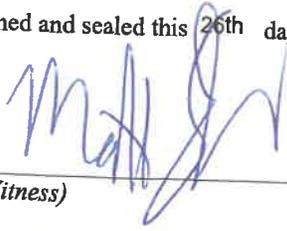
RFP 20-07 Jonathan M. Romano Skate Park Repair Project  
Galveston, TX

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

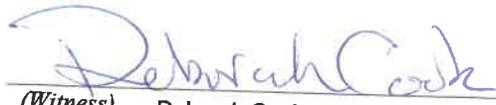
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of Feb. , 2020



(Witness)

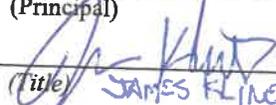


(Witness) Deborah Cook

Grindline Skateparks, Inc.

(Principal)

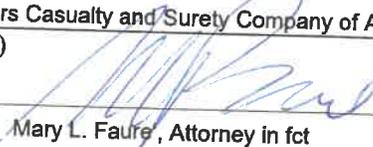
(Seal)

  
(Title) JAMES FLINEDINST - SECRETARY

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

  
(Title) Mary L. Faure, Attorney in fct



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231884

Certificate No. 007388327

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah Cook, and Mary L. Faure'

of the City of Everett, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 21st day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

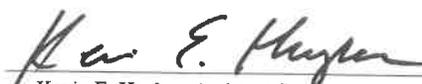
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26<sup>th</sup> day of February, 2020

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## Appendix A – Bid Document

**Submittal Checklist: (To determine validity of bid)**

Appendix A (pages 9 through 18 ) must be included in the bid submittal.

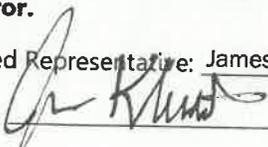
Appendix B – G (pages 18 through 24 ) all forms must be complete and included in the bid submittal.

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 38 ) must be included in the bid submittal.

<b>All bids submitted to the City of Galveston shall include this page with the submitted Bid.</b>			
<b>RFP Number:</b>	<b>20-07</b>		
<b>Project Title:</b>	<b>Johnathan M. Romano Skate Park Repair Project</b>		
<b>Submittal Deadline:</b>	<b>Wednesday, February 26, 2020@ 2:00 p.m. CST</b>		
<b>Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550</b> <b>or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553</b>			
<b>Proposer Information:</b>			
<b>Proposer's Legal Name:</b>	James Klinedinst		
<b>Address:</b>	4619 14th Ave SW		
<b>City, State &amp; Zip</b>	Seattle, WA		
<b>Federal Employers Identification Number #</b>	75-3041527		
<b>Phone Number:</b>	206-932-6414	<b>Fax Number:</b>	206-932-6840
<b>E-Mail Address:</b>	james@grindline.com		
<b>Proposer Authorization</b>			
<p><b>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.</b></p>			
Printed Name and Position of Authorized Representative: James Klinedinst, Corporate Secretary			
Signature of Authorized Representative: 			
Signed this <u>18th</u> (day) of <u>February</u> (month), <u>2020</u> (year)			



**Appendix A – Proposal Document (continued)**

**I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

**1. Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Bid submitted.
- E. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

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

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

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	MOBILIZATION - DEMOBILIZATION	\$ 4,000	\$ 4,000.00
2	1	REPAIRS	\$ 34,893	\$ 34,893.00
			\$	\$
<b>TOTAL ALL LINE ITEMS</b>			<b>\$ 38,893</b>	<b>\$ 38,893.00</b>

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

**Any contract resulting from this RFP shall be effective 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. This section left intentionally blank.

- B. This section left intentionally blank.
- C. This section left intentionally blank.

**4. Proposer’s Experience / Staff**

- A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

**State the number of years’ experience the business has: 18 ; and the number of employees: 35 .**

- D. Project Related Experience: All Bids must include detailed information that details the Proposer’s experience and expertise in providing the requested services that demonstrates the Proposer’s ability to logically plan and complete the requested project.

**5. References**

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: Bellevue Crossroads Skatepark	
Contact Name: Joe Moorman	Community Services Coordinator Contact Title: Bellevue Parks & Community Services
Phone: 425-891-4212	Email: Jmoorman@Bellevuewa.gov
Date and Scope of Services Provided: May 2018   Skatepark Repair & Maintenance	

Reference #2:

Client / Company Name: Round Rock Skatepark	
Contact Name: Katie Baker, PLA   ASLA	Park Development Manager Contact Title: City of Round Rock Parks and Rec
Phone: 512.341.3355	Email:
Date and Scope of Services Provided: Aug - Sept 2019   Skatepark Repair & Maintenance	

Reference #3:

Client / Company Name: St. Helena Skatepark	
Contact Name: André Pichly, M.S., CPRP	Contact Title: Parks & Recreation Director City of St. Helena
Phone: 707-967-2798	Email:
Date and Scope of Services Provided: Nov 2019   Skatepark Repair & Maintenance	

Reference #4:

Client / Company Name: Herndon Skatepark	
Contact Name: Cindy Roeder	Contact Title: Project Manager, Town of Herndon
Phone: (703) 435- 6800 x2123	Email: cindy.roeder@herndon-va.gov
Date and Scope of Services Provided: April 2019   Skatepark Repair & Maintenance	

**6. Trade Secrets and/or Confidential Information**

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

**7. Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: \_\_\_\_\_
- B. Prime contractor HUB / MWBE registration number: \_\_\_\_\_
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

**8. Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed

using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Grindline Skateparks

Contract #: 206-932-6414

Description: Skatepark Designer & Builder

Primary Contact (Name): Micah Shapiro

Primary Contact Phone Numbers: Home: 206-932-6414 Cell: \_\_\_\_\_

Secondary Contact (Name): James Klinedinst

Secondary Contact Phone Numbers: Home: 206-932-6414 Cell: \_\_\_\_\_

After Hours emergency opening fee, if applicable: \$ \_\_\_\_\_

**9. Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

**Yes, Others can purchase purchase.**

**No, Only the City can**

**II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:**

**1. Delivery of Products and/or Services**

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: [accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov). See Appendix H for ACH Payment Information, if you

## **Appendix B – Form CIQ**

### **INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

**THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

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

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

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

**WHEN:** The person or business must file:

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

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

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

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

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

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

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

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

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

**OFFICE  
USE  
ONLY**

Date  
Received

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

N/A

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

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

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

N/A

Name of Officer

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

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

**4.**

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

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

## 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 public funds of the governmental entity.

I, James Klinedinst (Person name), the undersigned representative of (Company or

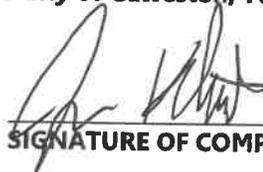
Business Name) Grindline Skateparks, Inc. (hereinafter referred to as Company)

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.

2/21/20

DATE



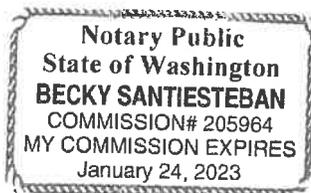
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Washington §  
COUNTY OF King §

On this day, BEFORE ME, the undersigned, personally appeared James Klinedinst the Grindline Skatepark inc 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 21<sup>st</sup> day of February, 2021.

[SEAL]



NOTARY PUBLIC in and for the  
State of Washington

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

## Appendix D – Property Tax Statement

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

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

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

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

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

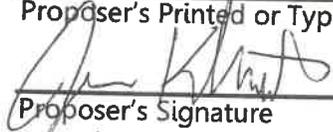
I owe City property taxes that are delinquent on property located at

---

---

James Klinedinst

Proposer's Printed or Typed Name



Proposer's Signature

2/21/20

Date

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

## Appendix E – Nepotism Statement

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

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

If the Proposer or Bidder is an individual:

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

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

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

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

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

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

## Appendix F – Non-Collusion Statement

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

VENDOR Grindline Skateparks, Inc.

ADDRESS 4619 14th Ave SW, Seattle, WA 98106

PHONE 206 - 932 - 6414

FAX 206 - 932 - 6840

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) James Klinedinst

POSITION WITH COMPANY Corporate Secretary

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL  
(PRINTED NAME)

Micah Shapiro

OFFICIAL POSITION

Chief Executive Officer

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

**Appendix G – Document 00435  
The City of Galveston, Texas**

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

**PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or 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.

*James Klinedinst*

\_\_\_\_\_  
(Printed or typed Name of Signatory)

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature)

*2/21/20*  
\_\_\_\_\_  
(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 PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix J – Scope of Services

**1. Project Title: RFP 20-07 Johnathan M. Romano Skate Park Repair Project.**

**2. Scope of Services Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Division**, Phone. 409.797.3579, e-mail: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

**3. Special Conditions**

Project duration to final project completion: 21 days

Project budget: \$35,000

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

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

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

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

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

**4. Proposal Evaluation Factors**

Emphasis	Factor
40%	Cost
30%	Past performance on similar projects of size and scope
30%	Overall Experience of Project Manager & Site Superintendent
15%	Proposed schedule/timeline
Pass/Fail	References Provided

**5. Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

**6. Key Events Schedule**

Proposal Release Date	February 5, 2020
Deadline for Submittal of Written Questions	February 18, 2020 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	February 26, 2020 @ 2:00 P.m. CST
Anticipated Committee Evaluation Review Date	February – March 2020
Anticipated Award Date	March 2020

## 7. Scope of Services

### **Johnathan M. Romano Skate Park Repair Project**

The City of Galveston is accepting bids for repairs to the Johnathan M. Romano Skate Park located in the Menard Park grounds.

#### **DUE TO THE UNIQUENESS OF THIS PROJECT A SCHEDULED SITE VISIT PRIOR TO SUBMITTING A BID IS HIGHLY RECOMMENDED**

##### General Info:

The Skate Park is mostly a concrete structure with steel coping. It was built in 2008 and is beginning to age and show a noticeable level of wear and tear. The main items of concern are the steel coping and concrete voids that have left holes and cracks at a few locations. The Skate Park is not in a secured location.

Location – Menard Park 2222 28<sup>th</sup> Street Galveston Texas 77550

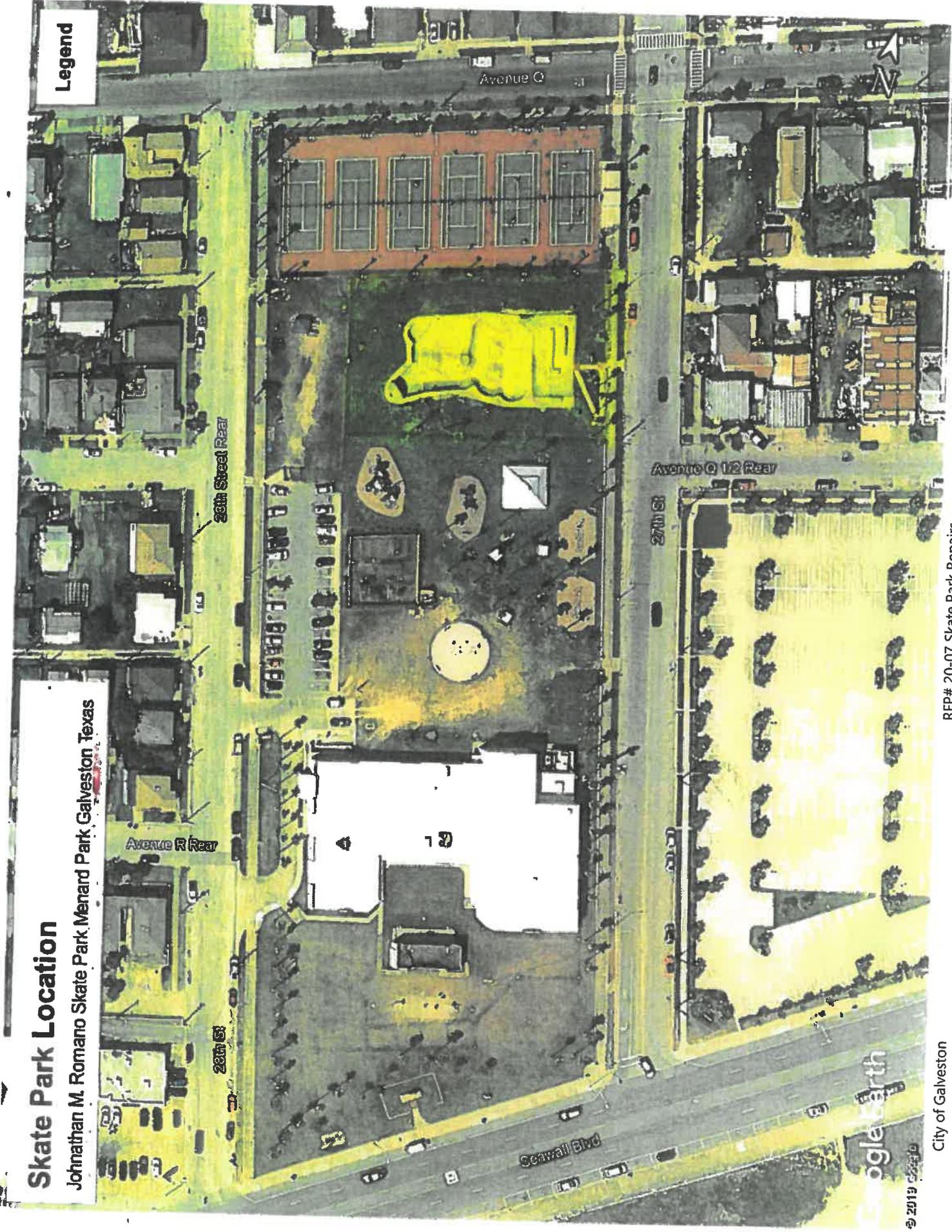
##### Scope:

- Construction site must be secured at all times with minimum 6-foot-high, 180-foot X 90-foot metal temporary construction fence. Bid must include temporary construction fence costs.
- Furnish all labor and materials for repairs to the Skate Park.
- Steel Coping -Remove and replace Steel Coping with Cast in Place Concrete Coping.
- Undermined Decks - Use shotcrete to fill deck locations that have been undermined.
- Saw cuts and Seams – Approximately 400 linear feet throughout the park. Clean-out, repair, fill with flexible sealant.
- Back of Cradle – Repair gouges as needed. Patch and fill holes.
- Pool Coping Repair – Fix seams and replace blocks as necessary.
- Concrete Cracks and Voids – Approximately 900 linear feet. Cracks to be routed out and filled with a flexible joint sealant.
- Reseal Concrete – Approximately 9,500 sq. ft. Pressure wash, remove graffiti, reseal entire skate park with high-end penetrating concrete sealer.
- Removal of post construction materials and general clean-up of site.
- All construction/workmanship, engineering and design to meet or exceed industry standards for commercial grade usage.
- Compliance with all Local, State and Federal permitting requirements.
- Compliance with all Local, State and Federal Laws.
- Contractor is responsible for obtaining all required permits.
- Provide anticipated construction time-line for completion of project.

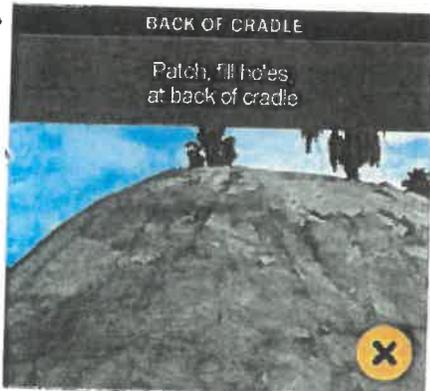
# Skate Park Location

Johnathan M. Romano Skate Park, Menard Park, Galveston, Texas

## Legend



# Menard Park Skatepark Assessment



# Meet Our Team



**Micah Shapiro**  
CEO & Lead Designer

Micah has 30 years of skateboarding experience, and 15 years of skateboard industry experience, both as a team manager and a designer of professional contest courses. As Grindline's CEO, Micah has overall responsibility for managing the operations and administration for Grindline Skateparks. Micah ensures that all contract obligations are fulfilled and maintains a high level of communication with clients for the duration of their project. His design solutions are rooted in fundamental laws of art and science, but are still cutting-edge in their approach. Micah is an expert at translating the latest trends, demographics, and skate styles into quality skate terrain.



**Matt Fluegge**  
Senior Project Manager

Matt has been skateboarding for over 25 years. As Grindline's Senior Project Manager, Matt oversees all of Grindline's construction and design projects. He is responsible for developing project scope and budgets, generating accurate cost estimates, overseeing preparation of project documents, communicating with clients, and scheduling projects. Matt has extensive experience working with architects, engineers, surveyors, and artists on interdisciplinary design teams.



**James Klinedinst**  
Project Manager

James works closely with the design and construction crews to bring projects in on schedule and on budget, with the quality of craftsmanship that Grindline is famous for. He is a highly skilled AutoCAD and Rhino technician with extensive insight towards graphic and drafting multimedia. James is responsible for the preparation of Grindline's construction documents, taking the project from conceptual design to detailed construction bid documents. James is ready to offer prompt response to anything that may arise during the bid and construction process.



**Dave Palmer**  
Site Superintendent

Dave began riding skateboards at a young age, which eventually led to an 8-year career as a professional skateboarder. In 1997, Dave switched gears and became involved in skatepark construction when he joined the construction team that built the Vans skateparks across the nation. He teamed up with Rob Owen and Mark Hubbard to found Grindline Skateparks in 2002.



**Rob Owen**  
Site Superintendent

Rob spent his formative years in Milwaukee, where he grew up skating the legendary Turf Skatepark. His taste for concrete skate facilities manifested itself when he moved to Seattle in 1996. Rob became a member of the group responsible for the construction of the West Seattle Bowl, a private backyard pool built in what is now Rob's backyard. After working on many of the most famous skateparks built in the late 90's, Rob became a founding member of Grindline Skatepark in 2002.



**Brett Johnson**  
EIT, Design Associate

Brett Johnson initially joined the Grindline Team as an intern while in his 3rd year of Washington State University's Voiland College of Engineering and Architecture. With his degree in Civil Engineering and specialty in Structural Engineering, Brett brings highly valuable engineering knowledge to the world of skatepark design. Brett is Grindline's Auto-cad draftsman and design associate. He applies his engineering focus on designing safe and economical skateparks for a changing environment and increases the efficiency in the use of skatepark construction materials.



## Micah Shapiro

### CEO & Lead Designer

#### EDUCATION

**Bachelor of Science, Accounting**  
Western Governors University

**Associate of Arts**  
Green River Community College  
AutoCad, Rhino, Microsoft Project, Project Management

#### PROFESSIONAL EXPERIENCE

**2019 - Present**  
CEO, Lead Designer  
Grindline Skateparks

**2005 - 2019**  
Lead Designer  
Grindline Skateparks

**2005 - Present**  
Community Liaison  
Grindline Skateparks

#### BIO

Micah Shapiro background includes 30 years of skateboarding experience and 15 years of skateboard industry experience, both as a team manager and a designer of professional contest courses. As Grindline's CEO, Micah has overall responsibility for managing the operations and administration for Grindline Skateparks. He ensures that all contract obligations are fulfilled and maintains a high level of communication with clients for the duration of their project. Micah has served as Grindline's Lead Designer, since 2005, and continues to do so in addition to his role as CEO. His responsibilities as Lead Designer include managing the community outreach meetings, coordination between the members of the design team and the client, and design of the skatepark elements. As the Lead Designer on over 200 Grindline projects, Micah has gained extensive experience coordinating community input and balancing the needs of user groups to provide a facility designed to accommodate all ages and abilities while meeting the needs of the client. His design solutions are rooted in fundamental laws of art and science, but are still cutting-edge in their approach.

#### PROJECTS

**2019**  
Manchester, VT  
Lake Elsinore, CA  
Detroit, MI  
Cookeville, TN  
Maple Valley, WA

**2018**  
Smithfield, UT  
Chico, CA  
St Bernard Parish, LA  
Allentown, PA  
Smithfield, UT  
Baltimore, MD  
Columbus, OH  
Maple Valley, WA  
Plymouth, MA  
Reading, PA  
Stony Point, NY

**2017**  
Issaquah, WA  
Palisade, CO  
Seattle "Lake City", WA  
Wilmington, OH  
Darrington, WA  
Leavenworth, WA  
Lapwai, ID  
Bellevue, WA  
San Diego, CA  
Coeur d'Alene, ID  
Madisonville, KY

**2016**  
Monroe, WA  
Amherst, NY  
Buckley, WA  
San Francisco 'Hilltop', CA  
Anaheim, CA  
Middleton, ID  
Lake Stevens, WA  
Bryan, TX  
Colfax, CA  
Boise, ID  
Star, ID  
Union Gap, WA  
Coeur D' Alene, ID

**2015**  
Portage, WI  
Snoqualmie, WA  
Kenmore, WA  
New Hanover County, NC  
McCook, NE

Atlanta, GA  
Portland "Beech", OR  
Hopkinsville, KY  
Amherst, NY  
Vista, CA  
Oakland, CA  
Zelienople, PA  
**2014**  
Baker, MT  
Tulalip Tribes, WA  
Marshfield, MA  
Issaquah, WA  
Louisville, KY  
Cave Junction, OR  
Wilkeson, WA  
Newburgh, NY  
Wilmington, DE

**2013**  
Philadelphia, PA  
Bingen, WA Phase II  
Carnegie, PA  
Arlington, TX  
Seattle "Benefit", WA  
Spring, TX  
Corpus Christi, TX  
Scappoose, OR  
Rockton, IL  
Lakeland, TX  
Sturgeon Bay, WI  
Milford, CT  
Waco, TX  
Port Gamble, WA

**2012**  
Seattle, WA  
- Judkins Park  
- Roxhill Park  
Medford, NJ  
South Kitsap, WA  
Cleveland, OH  
Tehaleh, WA  
Lahaina, HI  
College Park, MD  
Seatac, WA  
Hana, HI  
Redlake, MN  
Westpoint, MS  
Pine Ridge, SD

**2011**  
Atlanta, GA - 4th Ward  
Ithaca, NY  
San Antonio, TX

Parkersburg, WV  
Tacoma, WA - Kandle Park

**2010**  
Vashon, WA  
Villa Park, IL  
Delridge Seattle, WA  
Tacoma, WA - Norpoint  
Norfolk, VA  
Cleveland, OH  
College Park, MD  
Seattle, WA - Jefferson Park  
Bingen, WA  
Herndon, VA  
Lewiston, ID  
Houston, TX - Spring Park  
Portland, OR - Steel Bridge

**2009**  
San Jacinto, CA  
Muckleshoot Tribal Skatepark  
College Station, TX  
Portland, OR - Steel Bridge  
Aurora, CO  
Imperial Beach, CA  
Yonkers, NY  
Edwards, CO  
San Diego, CA - Campland  
Wilmington, OH  
St. Helena, CA  
Tacoma, WA - Norpoint  
Colerain, OH  
Seattle, WA - Delridge  
Winter Park, CO - Phase 2

**2008**  
Oceanside, CA  
Kelso, WA  
Lawrence, IN  
Fayetteville, WV  
Bakersfield, CA  
Yakima, WA  
Bainbridge, GA  
Bellevue, WA - Highlands  
Forks, WA  
Tualatin Hills, OR  
Myrtle Creek, OR  
Canadaigua, NY  
Erie, PA  
Galveston, TX

and more...

# GRINDLINE



## Matt Fluegge

### Senior Project Manager

#### EDUCATION

**Post Graduate Project Management Program**  
University of Washington

**Bachelor of Landscape Architecture**  
Washington State University

#### PROFESSIONAL EXPERIENCE

**2003 - Present**  
Principal Project Manager - Design  
Grindline Skateparks

**2003 - Present**  
Principal Project Manager - Build  
Grindline Skateparks

**Qualifying Party for State Contractor's License**  
ID, OR, CA, AZ, HI, NM, WV, FL, NC, SC, LA, MS,  
MT, WA, VA, UT, GA, TN

**OSHA 30 Certification**

#### BIO

Matt has been skateboarding for over 25 years. As Grindline's Senior Project Manager, Matt oversees all of Grindline's construction and design projects. He is responsible for developing project scope and budgets, generating accurate cost estimates, overseeing preparation of project documents, communicating with clients, and scheduling projects. Matt has extensive experience working with architects, engineers, surveyors, general contractors, subcontractors and artists on interdisciplinary design teams.

#### PROJECTS

##### 2019

Manchester, VT  
Adidas, Portland, OR  
Lake Elsinore, CA  
Detroit, MI  
Cookeville, TN  
Maple Valley, WA

##### 2018

N. Houston BMX Park, TX  
Smithfield, UT  
Orcas Island, WA  
Chico, CA  
St Bernard Parish, LA  
Allentown, PA  
Smithfield, UT  
Baltimore, MD  
Columbus, OH  
Maple Valley, WA  
Oklahoma City, OK  
Plymouth, MA  
Reading, PA  
Stony Point, NY

##### 2017

Issaquah, WA  
Palisade, CO  
Seattle "Lake City", WA  
Wilmington, OH  
Darrington, WA  
Sheboygan, WI  
Leavenworth, WA  
Lapwai, ID  
Bellevue, WA  
Pine Point, MN  
San Diego, CA  
Coeur d'Alene, ID  
Madisonville, KY

##### 2016

Monroe, WA  
Amherst, NY  
Buckley, WA  
San Francisco 'Hilltop', CA  
Anaheim, CA  
Middleton, ID  
Lake Stevens, WA  
Sonoma, CA  
Bryan, TX  
Boise, ID  
Ashdod, Israel  
Star, ID  
Marshfield, MA  
Union Gap, WA  
Coeur D' Alene, ID

##### 2015

Portage, WI  
Snoqualmie, WA  
Montague, MA  
Tuscaloosa, AL  
Kenmore, WA  
New Hanover County, NC  
McCook, NE

Atlanta, GA  
Portland "Beech", OR  
Tuscon, AZ  
Pine Ridge, SD  
Wounded Knee, SD  
Hopkinsville, KY  
Amherst, NY  
Yellow Springs, OH  
Vista, CA  
Cypress, TX  
Oakland, CA  
Zelienople, PA  
Israel "Hadera"  
Israel "Netanya"

##### 2014

Baker, MT  
Tulalip Tribes, WA  
Marshfield, MA  
Issaquah, WA  
Louisville, KY  
Cave Junction, OR  
Wilkeson, WA  
Newburgh, NY  
Wilmington, DE

##### 2013

Philadelphia, PA  
Bingen, WA Phase II  
Carnegie, PA  
Arlington, TX  
Seattle "Benefit", WA  
Skatercity, Denmark  
Spring, TX  
Bob Burnquist, CA  
Corpus Christi, TX  
Scappoose, OR  
Rockton, IL  
Lakeland, TX  
Sturgeon Bay, WI  
Milford, CT  
Waco, TX  
Israel "Rishon"  
Israel "B'er Shiva"  
Port Gamble, WA

##### 2012

Seattle, WA  
- Judkins Park  
- Roxhill Park  
Medford, NJ  
South Kitsap, WA  
Cleveland, OH  
Tehaleh, WA  
Sante Fe, NM  
Lahaina, HI  
College Park, MD  
Seatac, WA  
Hana, HI  
El Paso, TX  
Redlake, MN  
Westpoint, MS  
Copenhagen, Denmark  
Pine Ridge, SD

##### 2011

Atlanta, GA - 4th Ward  
Ithaca, NY  
Herzeliya, Israel  
Kfar Saba, Israel  
San Marcos Phase 2  
San Antonio, TX  
Parkersburg, WV  
Tacoma, WA - Kandle Park  
Auburn, WA

##### 2010

Vashon, WA  
Villa Park, IL  
Delridge Seattle, WA  
Copenhagen, Denmark  
Aurora, CO  
Tacoma, WA - Norpoint  
Norfolk, VA  
Cleveland, OH  
College Park, MD  
Seattle, WA - Jefferson Park  
Bingen, WA  
Herndon, VA  
Lewiston, ID  
Bethlehem, PA  
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College Station, TX  
Portland, OR - Steel Bridge  
Aurora, CO  
Imperial Beach, CA  
Yonkers, NY  
Edwards, CO  
San Diego, CA - Campland  
Wilmington, OH  
St. Helena, CA  
Tacoma, WA - Norpoint  
Colerain, OH  
Seattle, WA - Delridge  
Seattle, WA - Seattle Center  
Winter Park, CO - Phase 2

##### 2008

Oceanside, CA  
Kelso, WA  
Lawrence, IN  
Fayetteville, WV  
Bakersfield, CA  
Yakima, WA  
Bainbridge, GA  
Bellevue, WA - Highlands  
Forks, WA  
Tualatin Hills, OR  
Myrtle Creek, OR  
Canadaigua, NY  
Erie, PA

and more...

# GRINDLINE



## James Klinedinst

Project Manager

### EDUCATION

**Post Graduate Project Management Program,**  
University of Washington

**Engineering Technology**  
Western Washington University

### PROFESSIONAL EXPERIENCE

**2005 - Present**  
Project Manager  
Grindline Skateparks

**2017 - Present**  
Skatepark Assessment Specialist  
Grindline Skateparks

**20 Years of Construction Experience**

**OSHA 30 Certification**

**CESCL Certified Erosion & Sediment Control Lead**

### BIO

James works closely with the design and construction crews to bring projects in on schedule and on budget, with the quality of craftsmanship that Grindline is famous for. He is a highly skilled AutoCAD and Rhino technician with extensive insight towards graphic and drafting multimedia. James is responsible for cost estimating and construction estimating for bids. He works alongside the design team to cost estimate projects and produce real-time costing based on actual construction costs. James is ready to offer prompt response to anything that may arise during the bid and construction process.

### PROJECTS

#### 2019

Kalama, HI  
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Adidas, Portland, OR  
Lake Elsinore, CA  
Detroit, MI  
Cookeville, TN  
Maple Valley, WA

#### 2018

N. Houston BMX Park, TX  
Smithfield, UT  
Orcas Island, WA  
Chico, CA  
St Bernard Parish, LA  
Allentown, PA  
Bainbridge, WA  
Smithfield, UT  
Baltimore, MD  
Columbus, OH  
Maple Valley, WA  
Oklahoma City, OK  
Plymouth, MA  
Reading, PA  
Stony Point, NY

#### 2017

Issaquah, WA  
Palisade, CO  
Seattle "Lake City", WA  
Wilmington, OH  
Darrington, WA  
Sheboygan, WI  
Leavenworth, WA  
Lapwai, ID  
Bellevue, WA  
Pine Point, MN  
San Diego, CA  
Coeur d'Alene, ID  
Olympia, WA  
Madisonville, KY

#### 2016

Monroe, WA  
Amherst, NY  
Buckley, WA  
San Francisco 'Hilltop', CA  
Anaheim, CA  
Middleton, ID  
Lake Stevens, WA  
Bryan, TX  
Coffax, CA  
Boise, ID  
Ashdod, Israel  
Star, ID  
Marshfield, MA  
Union Gap, WA  
Coeur D' Alene, ID

#### 2015

Portage, WI  
Snoqualmie, WA  
Montague, MA

Tuscaloosa, AL  
Kenmore, WA  
New Hanover County, NC  
McCook, NE  
Atlanta, GA  
Portland "Beech", OR  
Tuscon, AZ  
Pine Ridge, SD  
Wounded Knee, SD  
Hopkinsville, KY  
Amherst, NY  
Yellow Springs, OH  
Vista, CA  
Cypress, TX  
Oakland, CA  
Zelienople, PA  
Israel "Hadera"  
Israel "Netanya"

#### 2014

Baker, MT  
Tulalip Tribes, WA  
Marshfield, MA  
Issaquah, WA  
Louisville, KY  
Cave Junction, OR  
Wilkeson, WA  
Newburgh, NY  
Wilmington, DE

#### 2013

Philadelphia, PA  
Bingen, WA Phase II  
Carnegie, PA  
Arlington, TX  
Seattle "Benefit", WA  
Skatercity, Denmark  
Spring, TX  
Bob Burnquist, CA  
Corpus Christi, TX  
Scappoose, OR  
Rockton, IL  
Lakeland, TX  
Sturgeon Bay, WI  
Milford, CT  
Israel "Rishon"  
Israel "B'er Shiva"  
Port Gamble, WA

#### 2012

Seattle, WA  
- Judkins Park  
- Roxhill Park  
Medford, NJ  
South Kitsap, WA  
Cleveland, OH  
Tehaleh, WA  
Sante Fe, NM  
Lahaina, HI  
College Park, MD  
Seatac, WA  
Hana, HI  
El Paso, TX

Redlake, MN  
Westpoint, MS  
Copenhagen, Denmark  
Pine Ridge, SD

#### 2011

Atlanta, GA - 4th Ward  
Ithaca, NY  
Herzeliya, Israel  
Kfar Saba, Israel  
San Marcos Phase 2  
San Antonio, TX  
Parkersburg, WV  
Tacoma, WA - Kandle Park  
Auburn, WA

#### 2010

Vashon, WA  
Delridge Seattle, WA  
Copenhagen, Denmark  
Aurora, CO  
Tacoma, WA - Norpoint  
Norfolk, VA  
Cleveland, OH  
College Park, MD  
Seattle, WA - Jefferson Park  
Bingen, WA  
Herndon, VA  
Lewiston, ID  
Bethlehem, PA  
Houston, TX - Spring Park  
Portland, OR - Steel Bridge

#### 2009

San Jacinto, CA  
Muckleshoot Tribal Skatepark  
College Station, TX  
Portland, OR - Steel Bridge  
Aurora, CO  
Imperial Beach, CA  
Edwards, CO  
San Diego, CA - Campland  
Wilmington, OH  
St. Helena, CA  
Tacoma, WA - Norpoint  
Seattle, WA - Delridge  
Seattle, WA - Seattle Center  
Winter Park, CO - Phase 2

#### 2008

Oceanside, CA  
Kelso, WA  
Lawrence, IN  
Fayetteville, WV  
Bakersfield, CA  
Yakima, WA  
Bainbridge, GA  
Bellevue, WA - Highlands  
Forks, WA  
Tualatin Hills, OR  
Myrtle Creek, OR

and more...

# GRINDLINE



## **Brett Johnson** EIT, Design Associate

### **EDUCATION**

**Bachelors in Civil Engineering**  
Washington State University

**Pierce College**  
University of Washington

### **PROFESSIONAL EXPERIENCE**

**2015 - Present**  
Design Associate  
Grindline Skateparks

### **BIO**

Brett Johnson initially joined the Grindline Team as an intern while in his 3rd year of Washington State University's Voiland College of Engineering and Architecture. With his degree in Civil Engineering and specialty in Structural Engineering, Brett brings highly valuable engineering knowledge to the world of skatepark design. Brett is Grindline's Auto-cad draftsman and design associate. He applies his engineering focus on designing safe and economical skateparks for a changing environment and increases the efficiency in the use of skatepark construction materials.

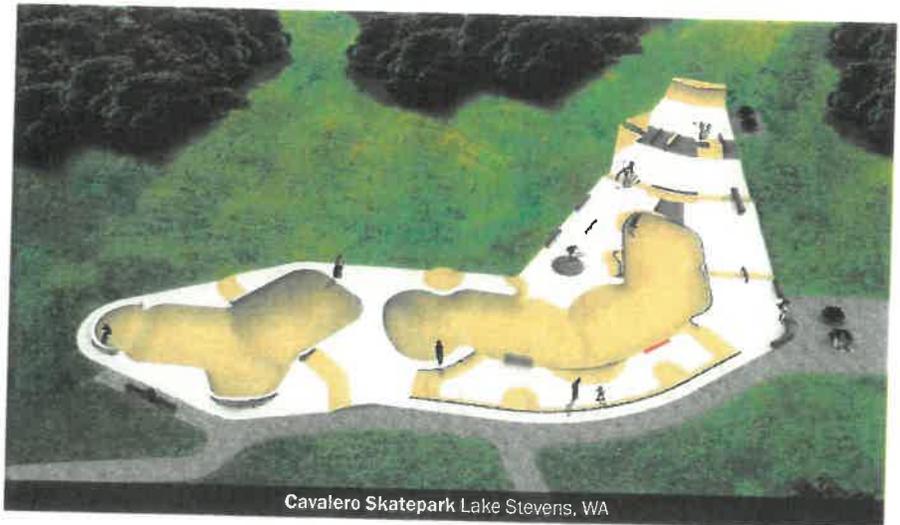
### **KEY PROJECTS**

#### **Maple Valley Skatepark** Maple Valley, WA

Inspired by local Grindline parks like Muckleshoot, Kent 360, and Jefferson, local skaters from the Maple Valley area of Washington got together to bring a Grindline skatepark to their hometown. The new Maple Valley Skatepark is the result of their grassroots campaign. After consulting with Grindline Project manager James Klinedinst, Maple Valley skaters showed up in droves to Parks Commission meetings. Armed with Grindline's project portfolio, the skaters made their case to the Parks Commission and persuaded parks commissioners to bring Grindline to Maple Valley. Design of the Maple Valley Skatepark was completed in mid-2018 and construction is set to begin early 2019.

#### **Cavalero Skatepark** Lake Stevens, WA

Snohomish locals had been trying to get a skatepark in the Lake Stevens area for more than a decade before Grindline developed a unique design for their city. The project is designed to be a regional attraction as well as providing local users a safe place to practice and advance their skills. After seeing the final concepts, City of Lake Stevens Mayor John Spencer wrote that he expects the new park will have been "worth the wait." Grindline has designed a park with two bowls, street features, shaded viewing areas, and space to accommodate large events. The snake run bowl is designed for skaters of all experience levels and features a mix of big and small transitions, as well as unique ditch type features. The advanced bowl is 11 feet deep and is shaped roughly like the lake the city it shares a name with. It was designed to accommodate competitions up to a professional level as well as providing terrain to let expert level users to really push their skills to the max. With it's varied features and the deepest bowl in a 150 mile radius, the Snohomish skatepark is expected to become a regional draw in the Pacific Northwest.



Cavalero Skatepark Lake Stevens, WA

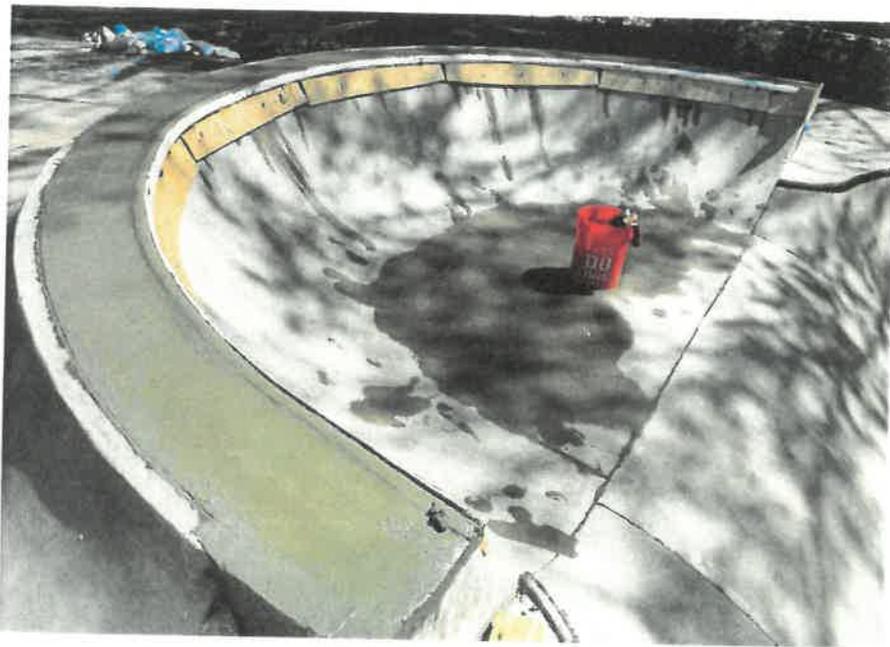
# **GRINDLINE**



Grindline was contracted to do repairs and maintenance of the Bellevue Crossroads Skatepark. The scope of work included fixing spalled cracks & fill seams, repairing the flat bottom of the bowl, pressure washing and cleaning the entire park, re-staining the back of the oververt with acid stain, resealing the entire skate park with high end penetrating concrete sealer, repainting the green stripe at edge of the bowl, prepping and Painting all steel coping, and repairing cracks and spalled areas of cast in place pool coping

**Bellevue Crossroads Skatepark**  
Bellevue, WA

- OWNER**  
City of Bellevue
- GRINDLINE'S SCOPE**  
Skatepark Repair & Maintenance
- SCHEDULE**  
May 2018
- CONSTRUCTION**  
2001
- BUDGET**  
\$20,130
- SIZE**  
13,000 SQ FT
- PROJECT TEAM**  
James Klinedinst  
Project Manager  
  
Bryan Hartman  
Site Superintendent
- CONTACT**  
Joe Moorman  
Community Services Coordinator  
Bellevue Parks & Community  
Services  
Jmoorman@Bellevuewa.gov  
425-891-4212



**Herndon, VA**  
**Herndon Skatepark**

**OWNER**  
City of Herndon

**GRINDLINE'S SCOPE**  
Skatepark Repair & Maintenance

**SCHEDULE**  
April 2019

**CONSTRUCTION**  
2010

**BUDGET**  
\$22,510

**SIZE**  
4,500 SQ FT

**PROJECT TEAM**  
James Klinedinst  
Project Manager

Max Hohlbein  
Foreman

**CONTACT**  
Cindy Roeder  
Director, Parks & Recreation  
703-435-6800

Grindline was contracted to do repairs and maintenance at the existing Herndon Skatepark in Herndon, VA. The scope of work included replacing birdbath with cast in place coping, pressure washing the skatepark, grinding out & repairing cracks, routing out & filling joints, repair spalling, repairing steel coping, and tuning up the manual pad



Skate Park Improvement Project, including: concrete repairs, sealing of concrete, replacement of pool coping, and painting steel handrails and edging. Replacement of Pyramid.

**Shayla Dame Skate Park**  
Round Rock, TX

**OWNER**  
City of Round Rock

**GRINDLINE'S SCOPE**  
Skatepark Repair & Maintenance

**DATE**  
October 2019

**BUDGET**  
\$61,234

**SIZE**  
14,000 SQ FT

**PROJECT TEAM**  
James Klinedinst  
Project Manager

Max Hohlbein  
Foreman

**CONTACT**  
Katie Baker, PLA | ASLA  
Park Development Manager  
City of Round Rock Parks and  
Recreation  
(O) 512.341.3355



**St. Helena Skatepark**  
St. Helena, CA

**OWNER**  
City of Helena, CA

**GRINDLINE'S SCOPE**  
Skatepark Repair & Maintenance

**DATE**  
Nov 2019

**BUDGET**  
\$86,000

**SIZE**  
17,200 SQ FT

**PROJECT TEAM**  
James Klinedinst  
Project Manager

Max Hohlbein  
Foreman

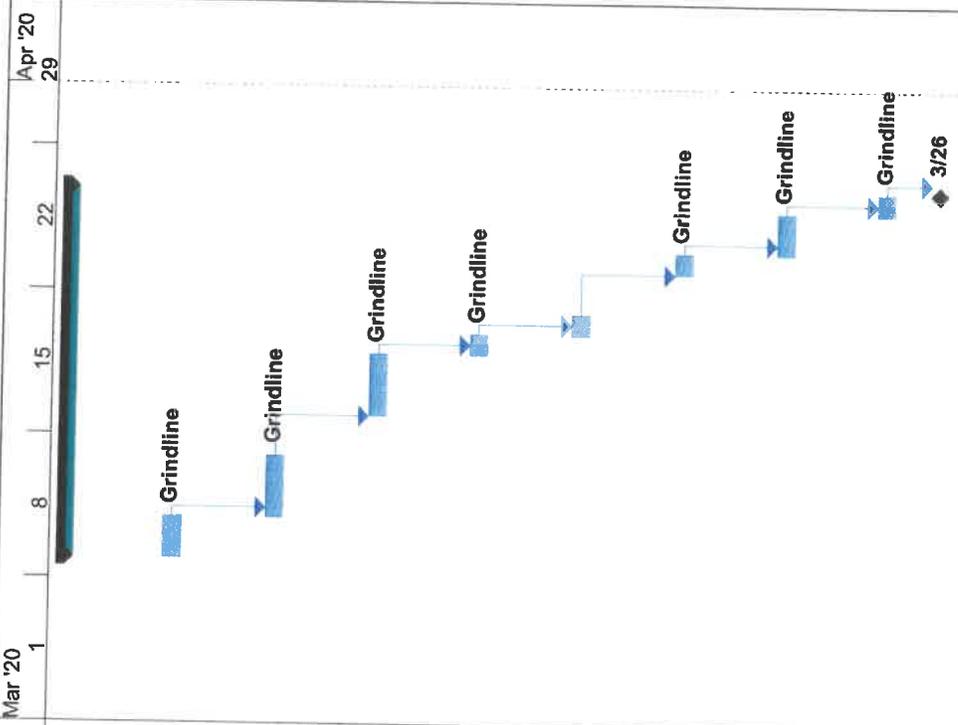
**CONTACT**  
André Pichly, M.S., CPRP  
Parks & Recreation Director  
City of St. Helena  
707-967-2798

Skatepark Maintenance including: Joint Sealing, Crack Repair, Steel Repainted, Repair of rough edges, replace Brick Coping with poured in place coping, replace tile, addition of a flat rail, addition of a bank in the street area, pressure wash and reseal with a tinted sealer to match color of concrete.

# GRINDLINE

## Jonathan M. Romano Skate Park Repair Project Schedule Galveston, TX

ID	Task Name	Duration	Start	Finish	Resource Names
1	Skatepark Maintenance & Repairs	14 days	Mon 3/9/20	Thu 3/26/20	Grindline
2	Pressure Wash	2 days	Mon 3/9/20	Tue 3/10/20	Grindline
3	Preb Cracks & Seams	3 days	Wed 3/11/20	Fri 3/13/20	Grindline
4	Fill Cracks & Seams	3 days	Mon 3/16/20	Wed 3/18/20	Grindline
5	Pool Block - Repair	1 day	Thu 3/19/20	Thu 3/19/20	Grindline
6	Patch Back of Cradle	1 day	Fri 3/20/20	Fri 3/20/20	Grindline
7	Shotcrete Undermine	1 day	Mon 3/23/20	Mon 3/23/20	Grindline
8	Concrete Sealer	2 days	Tue 3/24/20	Wed 3/25/20	Grindline
9	Punchlist/Cleanup	1 day	Thu 3/26/20	Thu 3/26/20	Grindline
10	Final Acceptance	0 days	Thu 3/26/20	Thu 3/26/20	Owner, Grindline



**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: 02/21/20  
 Bidder (Legal Name of Firm): Grindline Skateparks Inc.  
 Date Organized: 2002  
 Name of Owner(s): \_\_\_\_\_  
 Address : 4619 14th Ave SW, Seattle, WA 98109

Date Incorporated 2002  
 Federal ID Number: 75-3041527  
 Number of Years in contracting business under present name 18  
 List all other names under which your business has operated in the last 10 years:

**Work Presently Under Contract:**

Contract	Amount \$	Completion Date
<u>JALEM, MA</u>	<u>\$ 537,486</u>	<u>3/4/20</u>
<u>Hudson, OH</u>	<u>\$ 387,887</u>	<u>5/14/20</u>
<u>Hapeville, GA</u>	<u>\$ 261,335</u>	<u>5/31/20</u>

Type of work performed by your company: Skatepark Designer and Builder

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):  
6 Office Employees  
22 Field Employees

Have you ever failed to complete any work awarded to you? Yes  No   
 (If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes  No   
 (If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes  No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
<u>Zelienople, PA - Zelienople Memorial Skatepark</u>	<u>\$572,050</u>	<u><del>7/2019</del> 02/2020</u>
<u>Manchester, VT - Manchester Skatepark</u>	<u>\$334,500</u>	<u>05/2019</u>
<u>Hape Valley - Summit Park Skatepark</u>	<u>\$399,000</u>	<u>07/2019</u>

Major equipment available for this contract: \_\_\_\_\_

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: 520 Pike St, Ste 2750  
 City & State: Seattle, WA Zip: 98101  
 Credit available: \$ 250,000  
 Contact Name: Wayne Norman  
 Phone Number: 206-436-7600

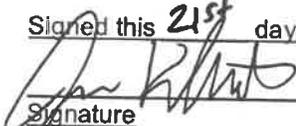
Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes  No   
 (If yes, please attach summary of details on a separate sheet.)

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 21<sup>st</sup> day of February, 2020.



Signature

James Klinedinst, Corporate Secretary

Printed Name and Title

Grindline Skateparks, Inc

Company Name



**Notary Statement:**

James Klinedinst being duly sworn, says that he/she is the Corporate Secretary Position/Title of Grindline Skateparks (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of Galveston in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 21<sup>st</sup> day of February, 2020.

Notary Public

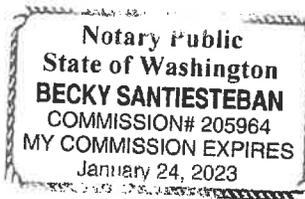


Signature

Becky Santiesteban

Printed Name

My Commission Expires: January 24, 2023



The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2020-604776

Date Filed:  
04/03/2020

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Grindline Skateparks, Inc.  
Seattle, WA 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-20-052  
Johnathan M. Romano Skatepark Repair Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Shapiro, Micah	Seattle, WA United States	X	
	Giaquinta, Emily	Seattle, WA United States	X	
	Fluegge, Matt	Cle Elum, WA United States	X	
	Palmer, David	Portland, TX United States	X	
	Klinedinst, James	Seattle, WA United States	X	
	Owen, Robert	Seattle, WA United States	X	
	Rosholt, Jennifer	Seattle, WA United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Micah Shapiro, and my date of birth is [REDACTED].

My address is 4619 14th ave SW, Seattle, WA, 98106, King.  
(street) (city) (state) (zip code) (country)

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

Executed in King County, State of Washington, on the 4th day of April, 2020.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2020

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 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).

<b>PRODUCER</b> Leavitt Group Northwest PO Box 65770  University Place WA 98464	<b>CONTACT NAME:</b> Noel Franklin <b>PHONE (A/C, No, Ext):</b> (800)726-8771 <b>FAX (A/C, No):</b> (866)728-9168 <b>E-MAIL ADDRESS:</b> noel-franklin@leavitt.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Burlington Insurance Company</td> <td></td> <td>23620</td> </tr> <tr> <td>INSURER B: James River Insurance Company</td> <td></td> <td>12203</td> </tr> <tr> <td>INSURER C: Evanston Insurance Company</td> <td></td> <td>35378</td> </tr> <tr> <td>INSURER D: Travelers Casualty &amp; Surety Company</td> <td></td> <td>19038</td> </tr> <tr> <td>INSURER E: Admiral Insurance Company</td> <td></td> <td>524128</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Burlington Insurance Company		23620	INSURER B: James River Insurance Company		12203	INSURER C: Evanston Insurance Company		35378	INSURER D: Travelers Casualty & Surety Company		19038	INSURER E: Admiral Insurance Company		524128	INSURER F:	
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INSURER E: Admiral Insurance Company		524128																			
INSURER F:																					
<b>INSURED</b> Grindline Skateparks, Inc. 4619 14th Ave SW  Seattle WA 98106																					

**COVERAGES**

CERTIFICATE NUMBER: 20-21 Master

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	Y	361BW55726	1/12/2020	1/12/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							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
							Stopgap	\$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA43601193	1/12/2020	1/12/2021	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired Combined Single Lmt	\$ 1,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X		MKLV5EUL1020188	1/12/2020	1/12/2021	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	All States Work Comp UB5P081328202SG Including Employers Liability	1/12/2020	1/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	<b>Professional Liability</b>			E000001269611 Deductible 25,000 Per Claim	1/12/2020	1/12/2021	Per Claim	2,000,000
							Aggregate	4,000,000

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

City of Galveston is named as Additional Insured per terms and conditions of forms CG2010 0704, CG2037 0704, IFG-G-0094 0317, CG2404 0509, WC000313 00-001, IFG-G-0065 0317 and IL0017 1198 attached.

Waiver of Subrogation Applies.

Washington State is monopolistic as respects to Workers Compensation coverage.

**CERTIFICATE HOLDER****CANCELLATION**

City of Galveston 823 Rosenberg Street, Room 300 Galveston, TX 77550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Rob Bush/MIPARK 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, but only if you have agreed, in a written contract, to add such person or organization as an additional insured on your policy for that location or part thereof, provided such a written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.	Any and 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", "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.

**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.

**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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any owner, lessee or contractor with whom you have agreed, in a written contract, that such person or organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.	Any and all of your completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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".

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – OTHER INSURANCE (PRIMARY AND NON-CONTRIBUTORY COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **Schedule of Additional Insured(s):**

Any person or organization named in an Additional Insured endorsement attached to this policy with whom you have agreed, in a written contract, that such person or organization should be provided primary and non-contributory coverage, but only when such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.

- A.** Paragraph **C.** of this endorsement replaces paragraph **4. Other Insurance** of **Section IV-Commercial General Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.
- B.** Paragraph **C.** of this endorsement replaces paragraph **4. Other Insurance** of **Section IV-Products-Completed Operations Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.
- C. Other Insurance**

Notwithstanding other valid and collectible insurance available to the insured for a loss we cover under the applicable Coverage Part to which this endorsement is modifying, this insurance is primary and non-contributory.

However, this endorsement:

- 1.** Applies only when you are required by contract, agreement or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, agreement or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy, and
- 2.** Does not apply to any claim, loss or liability due to the sole negligence of the additional insured.

**All other terms and conditions of this Policy remain unchanged.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT AND GENERAL AGGREGATE FOR ALL CONSTRUCTION PROJECTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designated Construction Projects:</b>	Each construction project described in a separate written contract. If multiple construction projects are grouped together under one written contract, all such projects will be considered one project and subject to a single general aggregate limit for that contract.
<b>Limits:</b>	
<b>Designated Construction Project General Aggregate Limit</b>	<b>General Aggregate Limit as shown in the Commercial General Liability Declarations, IFG-G-0002-DL</b>
<b>General Aggregate For All Projects Combined</b>	<b>\$ 5,000,000</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. The most we will pay as damages caused by "occurrences" for all Construction Projects whether designated or not is the General Aggregate For All Construction Projects Combined Limit shown in the Schedule above.
  - D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
  - E. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
  - F. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

**All other terms and conditions of this Policy remain unchanged.**

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: UB-5P081328-20-2S-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**



## EVANSTON INSURANCE COMPANY

### COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any “underlying insurance” carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the “underlying insurance”. The words “we” and “us” refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section **V**. Definitions.

#### SECTION I. INSURING AGREEMENT

1. We will pay those sums in excess of the limits shown in the Schedule Of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the “underlying insurance” also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.
2. This policy is subject to the same terms, conditions, agreements, exclusions and definitions as the “underlying insurance”, except:
  - a. We will have no obligation under this policy with respect to any claim or suit that is settled without our consent; and
  - b. With respect to any provisions to the contrary contained in this policy.
3. The amount we will pay for damages shall not exceed the Limits Of Insurance shown in the Declarations.
4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the “underlying insurance” has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend ends when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

#### SECTION II. EXCLUSIONS

The exclusions applicable to the “underlying insurance” also apply to this policy.

#### SECTION III. LIMITS OF INSURANCE

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.
2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

#### SECTION IV. CONDITIONS

If any of the following conditions are contrary to conditions contained in the “underlying insurance” the provisions contained in this policy apply.

##### 1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the “underlying insurance”, we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits Of Insurance, for all defense expenses we incur.

## 2. Maintenance Of Underlying Insurance

- a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "underlying insurance" by the same or another company. Failure to maintain the "underlying insurance" in full force and effect or to meet all conditions and warranties of such "underlying insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy shall apply as if the "underlying insurance" were available and collectible.
- b. Reduction or exhaustion of the aggregate limit of any "underlying insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "underlying insurance" in full force and effect.
- c. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any "underlying insurance" is not available or collectible because of:

- a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or
- b. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply and amounts payable hereunder shall be determined as if such "underlying insurance" were available and collectible.

## 3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

## 4. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
- b. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

## SECTION V. DEFINITIONS

"Underlying insurance" means the policies or self-insurance shown in the Schedule Of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule Of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule Of Underlying Insurance. All "underlying insurance" shall be maintained by you in accordance with the Maintenance Of Underlying Insurance condition of this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, but only if you have agreed, in a written contract, to add such person or organization as an additional insured on your policy for that location or part thereof, provided such a written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.	Any and 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", "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.

**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.



# City of Galveston

## DEPARTMENT OF PARKS AND RECREATION

2222 28<sup>TH</sup> Street Galveston Texas 77550

409-797-3700

March 25, 2020

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

From: Mario Rabago, Director of Parks and Recreation

**RE: Consider for Approval Staffs Recommendation to hire A&H Electric for Lighting Improvements at Menard Park. 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. Menard Park is located at 2222 28<sup>th</sup> Street which is along the Seawall Blvd. The park is very popular. Park Amenities include an All Inclusive Playground, Splash Pad, Skate Park, Dog Park, Tennis Courts, Basketball Court, Community Garden, Picnic Shelters and Playground Equipment. The Park also houses the McGuire Dent Recreation Center.
- C. The ~6 acre park is equipped with a metal halide type security and stadium lighting system with bulbs that frequently burn out and require replacement.
- D. Replacement costs are expensive due to the height of the light poles and need of a man-lift to reach the tennis courts stadium lights.
- E. Staff determined the conversion from a metal halide system to LED system would
  - o Reduce the frequency of expensive light bulb replacement projects
  - o Significantly reduce the cost of electrical service for security and stadium lighting
  - o Improve security lighting
- F. Lighting improvements at the parks are listed as an IDC Parks Package #3 project.
- G. A&H Electric is currently under contract with the City for electrical services.
- H. Staff solicited an estimate from A&H Electric to improve lighting at Menard Park by installing LED lights for the parking lot and replacing the metal halide security and stadium lighting system with LED.
- I. A&H Electric submitted an estimate of \$28,937.16 to complete the project.





# City of Galveston

## DEPARTMENT OF PARKS AND RECREATION

2222 28<sup>TH</sup> Street Galveston Texas 77550

409-797-3700

### II. Current Situation

- A. The security and stadium lighting system at Menard Park is expensive to maintain.
- B. Conversion from a metal halide lighting system to an LED system will significantly reduce maintenance costs, electrical service costs and improve security lighting.
- C. Lighting improvements at the parks is on IDC Parks Package #3 projects list.
- D. Staff is requesting Council to approve staffs recommendation to hire A&H Electric for lighting improvements at Menard Park for the amount not to exceed \$31,830.87

### III. Alternatives in Order of Priority

- A. Accept staff's recommendation to hire A&H Electric for lighting improvements at Menard Park for the amount not to exceed \$31,830.87
- B. Do not approve staff's recommendation to hire A&H Electric for lighting improvements at Menard Park.

### IV. Recommendation

Concur with alternative A and approve staff's recommendation to hire A&H Electric for lighting improvements at Menard Park for the amount not to exceed \$31,830.87

### V. Fiscal Impact Report

Requested by: Mario Rabago  
Director of Parks and Recreation

Funding Source: IDC Parks Package #3  
\$31,830.87

Estimate \$28,937.16

10% Contingency \$2,893.71

**Amount not to exceed \$31,830.87**

Respectfully Submitted,

Mario Rabago  
Director of Parks and Recreation

Approved,

Brian Maxwell  
City Manager





3401 Beall Lane  
Galveston, TX 77554

# Estimate 9171-1

**ESTIMATES ARE VALID FOR  
30 DAYS ONLY!**

**Bill To:**

The City of Galveston Parks Department  
Attn: Purchasing Supervisor  
823 Rosenberg, Room 302  
Galveston, TX 77550

Office Hours are Monday-Friday 9am-5pm  
(409) 765-7976 ph (409) 765-9514 fax  
kittykelso-ah@comcast.net TECL 20883

Date	Service Address	Payment Terms	Requested By
3/18/2020	McGuire Dent	Due on receipt	Butch
Description			Total
Skate Park, Dog Park & Playground Lighting: Labor and material to replace (6) sports lighters with LED equivalent for dog park and skate park. Add (2) LED's on the North East side of building and add two more on back of pole in parking area. (10) Lights total. Tennis Court Lighting: Labor and material to replace (24) sports lighters with LED equivalent. Material Costs: 19,887.16 Labor Costs: 6,800.00 Equipment Rental: 2,250.00 * A customer signed A&H estimate is required before the job is scheduled.			
TECL #20883 Regulated by The Texas Department of Licensing and Regulation P.O. Box 12157, Austin, TX 78711 (800) 803-9202 (512) 463-6599 Website: www.license.state.tx.us/complaints			Sales Tax (0.0%) \$0.00 <b>Total \$28,937.16</b>

All work will be completed in accordance with current NEC and city ordinance(s). A&H will remove our job related debris off of job site unless a dump site is provided. Customer is responsible for taking/procuring any photographic documentation prior to debris removal. A&H reserves all salvage rights.  
 BALANCE DUE UPON RECEIPT. A service charge of 1.5% per month, (18% APR), but not to exceed the highest amount lawfully allowed, shall be added to all sums due but not paid within 30 days from invoice date. Customer agrees to promptly pay all charge(s). Customer agrees that any suit on or by reason of customers obligation may be brought against him/her in Galveston County, Texas where work occurred. Customer agrees to pay all responsible collection, attorneys' and court fees and other expenses involved in the collection of payment for this invoice.

Labor and material charges as recorded here relative to work completed as state is guaranteed for a period of (365) days unless performance failure is due to acts of God, weather, terrorism, war, vandalism, customer initiated interference or MANUFACTURES defect. CUSTOMER IS RESPONSIBLE for any A&H labor costs required to perform manufacturer warranty work. WE DO NOT guaranty lamps/light bulbs or any material supplied by customer.

A&H requires clear and unobstructed access to the work space and/or wall(s). A&H is not responsible for moving/relocating furniture and/or items or returning furniture and/or items to original locations. Material can not be returned for exchange, credit or refund. A&H is not responsible for manufacture or shipping delays. The CUSTOMER IS RESPONSIBLE for submitting warranty paperwork as required by manufacturer. It is the CUSTOMER'S RESPONSIBILITY TO schedule and pay for any required labor or material to maintain, troubleshoot and/or make repairs.

Any alteration to the above described work, additional work or additional material requested by customer or work place condition will be an additional cost to the customer.

Signature \_\_\_\_\_



# City of Galveston

## DEPARTMENT OF PARKS AND RECREATION

2222 28<sup>TH</sup> Street Galveston Texas 77550  
409-797-3700

April 6, 2020

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

From: Mario Rabago, Director of Parks and Recreation

**RE: Consider for Approval Staffs Recommendation to hire Four Seasons Development Company Inc. to Replace the Perimeter Fence at the Wright Cuney Recreation Center and Park. 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 Wright Cuney Recreation Center and Park is located at 718 41<sup>st</sup> Street. Park amenities include Playground Equipment, a Splash Pad, an Outdoor Basketball Court and Picnic Shelters.
- C. The Recreation Center and Park Grounds are surrounded by an ~1,100 linear foot ornamental fence with access gates.
- D. The fence helps secure the park and recreation center and gates are aligned with the street crosswalks which help prevent children and adults from jaywalking.
- E. The existing fence is more than 15 years old and in need of replacement.
- F. Staff recognized the need to replace the fence and listed this as an IDC Parks Package #3 project.
- G. On February 5, 2020 staff solicited proposals. RFP20-08 Wright Cuney Fence Replacement.
- H. Staff received and Evaluated the following proposals:
  - o Zoat Construction \$58,535.16 – Evaluation Points - 1425
  - o Four Seasons Development \$61,297.00 – Evaluation Points – 1456.23
  - o Barrier Fence - \$61,750 – Evaluation Points – 1134.42
  - o A1 American - \$62,848.00 – Evaluation Points – 953.31
  - o Holmes & Holmes - \$94,500.00 - Evaluation Points – 905.22
- I. Staff evaluated the proposals and selected Four Seasons Development who had the highest evaluation points, 1456.23 and a proposal amount of \$61,297.00 as the best and most qualified proposal.





# City of Galveston

## DEPARTMENT OF PARKS AND RECREATION

2222 28<sup>TH</sup> Street Galveston Texas 77550

409-797-3700

### II. Current Situation

- A. The Wright Cuney Rec Center and Park perimeter fence is in need of replacement.
- B. The fence helps deter children and adults from jaywalking and also secures the park.
- C. Staff solicited proposals. RFP 20-08 Wright Cuney Fence Replacement
- D. Staff evaluated proposals and selected the Four Seasons Development proposal for the amount of \$61,297.00 as the best and most qualified proposal.
- E. Staff is requesting Council to approve staffs recommendation to hire Four Seasons Development Company Inc. to replace the Wright Cuney perimeter fence for the amount not to exceed \$61,297.00.

### III. Alternatives in Order of Priority

- A. Approve staff's recommendation to hire Four Seasons Development Company Inc. to replace the Wright Cuney perimeter fence for the amount not to exceed \$61,297.00.
- B. Do not approve staffs recommendation to hire Four Seasons Development Company Inc. to replace the Wright Cuney perimeter fence.

### IV. Recommendation

Concur with alternative A and approve staff's recommendation to hire Four Seasons Development Company Inc. to replace the Wright Cuney perimeter fence for the amount not to exceed \$61,297.00.

### V. Fiscal Impact Report

Requested by:	Mario Rabago Director of Parks and Recreation
Funding Source:	IDC Parks Package #3 \$61,297.00
Proposal	\$61,297.00
<b>Amount not to exceed</b>	<b>\$61,297.00</b>

Respectfully Submitted,

Mario Rabago  
Director of Parks and Recreation

Approved,

\_\_\_\_\_  
Brian Maxwell  
City Manager



RFP # 20-08 Wright Cuney Fence Replacement

Contractor/Proposer	Evaluator 1	Evaluator 2	Evaluator 3	Total Points	Average Points
Four Seasons	485.41	485.41	485.41	1456.23	485.41
Zoat	485	545	395	1425	475
Barrier Fence	333.14	468.14	333.14	1134.42	378.14
A1 American	267.77	447.77	237.77	953.31	317.77
Holmes & Holmes	241.74	451.74	211.74	905.22	301.74
				0	0

*MRS Roberts  
3-18-20*

**CONTRACT FOR CONSTRUCTION SERVICES**  
**WRIGHT CUNEY FENCE REPLACEMENT**

This Contract (the "Contract") is made and entered into this \_\_\_\_\_ day of April, 2020, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Four Seasons Development Company**, Company, located at **5825 W. Sam Houston Pkwy N, Houston, Texas 77041**.

**WHEREAS**, the City of Galveston desires to obtain construction services in connection with fence replacement within the City of Galveston ("City") and Four Seasons Development Company ("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 Fence Replacement**

**RFP # 20-08**

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

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed by within 21 business days from Notice to Proceed, unless sooner terminated under the terms set forth herein. *after materials have been obtained.*
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 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 Sixty-One Thousand, Two Hundred ninety-seven dollars and zero cents. (\$61,297.00)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 5825 W. Sam Houston Pkwy N, Houston, Texas 77041. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

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

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

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
  - \$2,000,000** general liability (includes products and personal, etc.)
  - \$1,000,000** fire damage
  - \$1,000,000** automobile damage
  - \$500,000** workers compensation employers' liability
  - Statutory** limits for workers compensationInsurance coverage shall be on an "occurrence basis"

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

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

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

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

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

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

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

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

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

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

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

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

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

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for fence replacement within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

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

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

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

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

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

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

Four Seasons Development Company  
5825 W. Sam Houston Pkwy N  
Houston, Texas 77041

*(The remainder of this page left intentionally blank.)  
(Signature page follows.)*

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

**CITY OF GALVESTON, TEXAS**

**Four Seasons Development Company**

By: \_\_\_\_\_  
Brian Maxwell, City Manager

By: Charles McKinney  
Charles McKinney, Estimator

**ATTEST:**

\_\_\_\_\_  
Janelle Williams, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**BY EXECUTION OF THIS AGREEMENT, FOUR SEASONS DEVELOPMENT COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

THE STATE OF Texas §  
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Charles McKinney of **Four Seasons Development Company**, 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 1 day of April, 2020.



[Signature]  
Notary Public in and for  
The State of Texas





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2020

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).

<b>PRODUCER</b> Carroll Insurance Agency Ltd. 14906 FM 529 Houston, TX 77095	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(281) 656-3000</b>	FAX (A/C, No): <b>(281) 656-3001</b>	
	<b>E-MAIL ADDRESS:</b> <b>Service@carrollins.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b>  <b>Four Seasons Development Co., Inc.</b> <b>5825 W Sam Houston Pkwy. North</b> <b>Houston, TX 77041</b>	<b>INSURER A : Colony Insurance Company</b>		<b>39993</b>
	<b>INSURER B : State Auto Property &amp; Casualty Ins Co</b>		<b>25127</b>
	<b>INSURER C : Navigators Specialty Ins Co</b>		<b>36056</b>
	<b>INSURER D : Texas Mutual Insurance Company</b>		<b>22945</b>
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

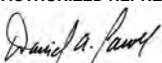
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			103 GL 0031016-00	8/31/2019	8/31/2020	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2478419	8/31/2019	8/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			HO19EXCZ02MHAIV	8/31/2019	8/31/2020	EACH OCCURRENCE \$ <b>10,000,000</b>
							AGGREGATE \$ <b>10,000,000</b>
							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			0002036127	8/31/2019	8/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Wright Cuney Fence Replacement RFP# 20-08

### CERTIFICATE HOLDER

### CANCELLATION

City of Galveston 823 Rosenberg, Suite 203 P. O. Box 779 Galveston, Texas 77553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Carroll Insurance Agency Ltd.</b>		NAMED INSURED <b>Four Seasons Development Co., Inc. 5825 W Sam Houston Pkwy. North Houston, TX 77041</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Remarks**

The General Liability and Auto policies include a Blanket Additional Insured Endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. The contractual liability coverage provided by the General Liability is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.

The General Liability, Auto and Workers Compensation policies include a Blanket Waiver of Subrogation Endorsement that provides this feature only when there is a written contract that requires such status.

Excess Follow Form: Any person or organization, other than the Named Insured, included as an additional insured under Schedule Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**Schedule**

1.  Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.  
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)  
This endorsement, effective on 8/31/19 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002036127 of Texas Mutual Insurance Company effective on 8/31/19

Issued to: FOUR SEASONS DEVELOPMENT COMPANY INC



**Authorized representative**

This is not a bill

NCCI Carrier Code: 29939

8/29/19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

**Name Of Person Or Organization:**

All persons or organizations as requested by written contract with the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION OR NON-RENEWAL – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Person(s) or Organization(s) Including Mailing Address:**

**All certificate holders where written notice of the cancellation or non-renewal of this policy is required by written contract, permit, or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy, within three (3) business days of our request for the list of certificate holders, for the purposes of complying with such request.**

The Person(s) or Organization(s) listing or described in the SCHEDULE above have requested that they receive written notice of cancellation or non-renewal when this policy is cancelled or non-renewed by us. We will endeavor to mail or deliver 30 days written notice (10 days for non-payment of premium by the Insured) to the Person(s) or Organization(s) listed or described in the SCHEDULE.

The notification of cancellation or non-renewal of the policy is solely for the purpose of informing the Person(s) or Organization(s) shown in the SCHEDULE the effective date of cancellation or non-renewal and does not grant, alter, or extend any rights or obligations under this policy. Our failure to provide such notification to the Person(s) or Organization(s) shown in the SCHEDULE will not extend any policy cancellation or non-renewal date nor impact or negate any cancellation or non-renewal of the policy. This endorsement does not entitle the Person(s) or Organization(s) listed or described in the SCHEDULE above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### CONTENTS:

- A. ADDITIONAL INSURED – AUTOMATIC STATUS
- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
- G. EMPLOYEES AS INSURED
- H. EMPLOYEE HIRED AUTOS
- I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
- J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
- K. INCREASED LOSS OF USE EXPENSE
- L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
- M. GLASS REPAIR DEDUCTIBLE WAIVER
- N. COLLISION DEDUCTIBLE WAIVER
- O. TOWING
- P. AUTO LOAN/LEASE GAP COVERAGE
- Q. PERSONAL EFFECTS COVERAGE
- R. LOCKSMITH SERVICES
- S. TAPES, RECORDS AND DISCS COVERAGE
- T. HIRED AUTO PHYSICAL DAMAGE
- U. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
- V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

### A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item 1.c. of SECTION II – LIABILITY COVERAGE is deleted and replaced with the following:

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional "insured" are completed or when this policy is cancelled, whichever occurs first.

**B. BROADENED INSURED**

The following paragraph is added to SECTION II – WHO IS AN INSURED:

- d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.
- e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

- (1) any organization 180 days or more after its acquisition or formation; or
- (2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

**C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION**

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

**D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**E. RESULTANT MENTAL ANGUISH**

The definition of "bodily injury" in SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION**

The Fellow Employee Exclusion contained in Section II – Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

**G. EMPLOYEES AS INSURED**

The following is added to the SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**H. EMPLOYEES HIRED AUTOS**

The following is added to the SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**I. INCREASED BAIL BONDS AND LOSS OF EARNINGS**

SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replace the \$2,000 limit for cost of bail bonds with \$5,000 in paragraph (2); and
2. Replace the \$250 a day limit for reasonable expenses including actual loss of earnings with \$500 a day in paragraph (4).

**J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

**K. INCREASED LOSS OF USE EXPENSES**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

**L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE**

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

**M. GLASS REPAIR DEDUCTIBLE WAIVER**

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**N. COLLISION DEDUCTIBLE WAIVER**

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

**O. TOWING**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

**2. Towing**

We will pay up to \$75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

**P. AUTO LOAN/LEASE GAP COVERAGE**

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the scheduled "auto";
3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

**Q. PERSONAL EFFECTS COVERAGE**

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

**c. Personal Effects**

We will pay up to \$500 for "loss" to personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

#### **R. LOCKSMITH SERVICES**

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

##### **d. Locksmith Services**

We will pay up to \$100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

#### **S. TAPES, RECORDS AND DISCS COVERAGE**

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

##### **e. Tapes, Records And Discs Coverage**

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member or employee
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200.

#### **T. HIRED AUTO PHYSICAL DAMAGE**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a \$100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a \$1,000 deductible will apply to the "loss".

#### **U. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE**

Paragraph B. 7.e.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

A covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

#### **V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required by you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.



TEXAS STATUTORY PAYMENT BOND
(Texas Public Work)

Bond No: 70176433

KNOW ALL BY THESE PRESENTS, that Four Seasons Development Company, Inc. (hereinafter called the Principal), as Principal and The Guarantee Company of North America USA (hereinafter called the Surety), as Surety, are held and firmly bound unto The City of Galveston, Texas (hereinafter called the Obligee), as Obligee, in the amount of Sixty-one Thousand, Two Hundred Ninety-seven Dollars and No Cents (\$ 61,297.00) Dollars for the 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 entered into a certain contract with Obligee, dated the 1st day of April, 2020 to Construct Wright Cuney Fence Replacement / COG-CON-20-053, which contract is hereby referred to and made part hereof and to the same extent if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument, this 1st day of April, 2020.

Four Seasons Development Company, Inc.
By: [Signature]

The Guarantee Company of North America USA
By: Nancy T. Berry, Attorney-in-fact [Signature]



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Richard D. Bright, Nancy T. Berry, Steven W Berry, Marla Gentry  
INSURICA TX Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of April, 2020.

*Randall Musselman*

Randall Musselman, Secretary



## TEXAS CONSUMER NOTICE

### 1. IMPORTANT NOTICE

To obtain information or make a complaint:

- You may contact your **agent** at:
- You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567
- You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)  
E-mail: [Claims.US@theguarantee.com](mailto:Claims.US@theguarantee.com)  
Fax: 248-750-0431

- You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

- You may write the Texas Department of Insurance:  
333 Guadalupe Street  
P.O. Box 149104  
Austin, TX 78701  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

- PREMIUM OR CLAIM DISPUTES:**  
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

- ATTACH THIS NOTICE TO YOUR POLICY:**  
This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o presentar una queja:

Puede contactar a su **agente** en:

Puede llamar al número de teléfono gratuito de The Guarantee Company of North America USA para obtener información o presentar una queja en: 1-866-328-0567

También puede escribir a The Guarantee Company of North America USA a:

One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)  
E-mail: [Claims.US@theguarantee.com](mailto:Claims.US@theguarantee.com)  
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas en: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:  
333 Guadalupe Street  
P.O. Box 149104  
Austin, TX 78701  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS PREMIUM O DE RECLAMACIÓN:**  
Si tiene una disputa sobre su prima o sobre un reclamo, debe comunicarse primero con el (agente) (compañía) agente o la compañía). Si la disputa no se resuelve, puede comunicarse con el Departamento de Seguros de Texas (TDI).

**ADJUNTE ESTE AVISO A SU POLÍTICA:** Este aviso es solo para información y no se convierte en parte o condición del documento adjunto.

EXHIBIT A

**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	Mobilization - Demobilization	\$	\$ 2,000.00
2	1	Materials	\$	\$ 33,000.00
3	1	Installation	\$	\$ 24,297.00
4	1	Site Clean-up and Proper Disposal of Materials	\$	\$ 2,000.00
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>TOTAL ALL LINE ITEMS</b>			\$	\$ 61,297.00

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): Charles McFinney Date: 2-25-20

Authorized Representative (signature):  Title: Estimate - Proj. Coordinator



## 7. Scope of Services

### Wright Cuney Fence Replacement General Scope of Work

- Furnish all labor and materials for the replacement of the existing ornamental fence and gated entries located at the Wright Cuney Park and Recreation Center 718 41<sup>st</sup> Street Galveston Tx. 77550
- All commercial grade materials
- Replacement of approximately 1,074 ft. X 6 ft. of the existing ornamental fence including but not limited to gates, posts and fasteners
- Montage Plus Classic brand, equivalent or superior product
- 6'H X 8'W, three rail, four inch gap with extended picket bottom panels, spear top
- 2ea. – 13 ft. X 6 ft. double gates
- 1ea. – 48 in. X 6 ft. walk gate
- 1ea. – 7 ft. X 6 ft. walk gate
- Post hole depth should be 1/3 to 1/2 the post height. The diameter shall be 3 times the width of the post.
- Concrete for posts to be mounded at base of post to prevent ponding
- All gates to include fork latch that can accommodate a padlock
- All construction/workmanship to meet or exceed industry standards for commercial grade products and installation
- Removal of post construction materials and general clean-up of site
- Provide warranty information
- Contractor compliance with all local, state and federal permitting requirements
- Compliance with all local, state, and federal laws
- Contractor responsible for all permitting costs
- Provide construction time line for completion of project
- Existing fence will be removed prior to installation of new fence. Bid is not to include removal of existing fence.

**BID BOND**

THE STATE OF TEXAS

SURETY'S NO. Bid Bond

KNOWN ALL MEN BY THESE PRESENT, THAT Four Seasons Development  
Company, Inc. \_\_\_\_\_ of the City of

Houston, County of Harris, and State of Texas

as Principal, and The Guarantee Company of North\*, as Surety, \*America USA

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:

Five Percent of the Greatest Amount Bid

\_\_\_\_\_ (written amount); (\$ 5% G.A.B. ),

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:

**WRIGHT CUNEY FENCE REPLACEMENT**

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.



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Richard D. Bright, Nancy T. Berry, Steven W Berry, Marla Gentry  
INSURICA TX Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
- 4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland

My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 26th day of February, 2020.

*Randall Musselman*

Randall Musselman, Secretary



## TEXAS CONSUMER NOTICE

### 1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your **agent** at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at:  
1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)  
E-mail: [Claims.US@theguarantee.com](mailto:Claims.US@theguarantee.com)  
Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6. You may write the Texas Department of Insurance:

333 Guadalupe Street  
P.O. Box 149104  
Austin, TX 78701  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o presentar una queja:

Puede contactar a su **agente** en:

Puede llamar al número de teléfono gratuito de The Guarantee Company of North America USA para obtener información o presentar una queja en:  
1-866-328-0567

También puede escribir a The Guarantee Company of North America USA a:

One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)  
E-mail: [Claims.US@theguarantee.com](mailto:Claims.US@theguarantee.com)  
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas en: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

333 Guadalupe Street  
P.O. Box 149104  
Austin, TX 78701  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

DISPUTAS PREMIUM O DE RECLAMACIÓN:

Si tiene una disputa sobre su prima o sobre un reclamo, debe comunicarse primero con el (agente) (compañía) agente o la compañía). Si la disputa no se resuelve, puede comunicarse con el Departamento de Seguros de Texas (TDI).

ADJUNTE ESTE AVISO A SU POLÍTICA: Este aviso es solo para información y no se convierte en parte o condición del documento adjunto.

# Appendix A – Bid Document

**Submittal Checklist: (To determine validity of bid)**

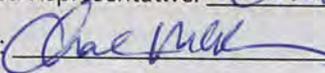
Appendix A (pages 9 through 18 ) must be included in the bid submittal.

Appendix B – G (pages 18 through 24 ) 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:**

- |  |  |
|--|--|
| <input type="checkbox"/> Appendix B – Conflict of Interest<br><input type="checkbox"/> Appendix C – House Bill 89 Verification<br><input type="checkbox"/> Appendix D – Property Tax Statement | <input type="checkbox"/> Appendix E – Nepotism Statement<br><input type="checkbox"/> Appendix F – Non-Collusion Statement<br><input type="checkbox"/> Appendix G – Certification Regarding Debarment |
|--|--|

Appendix J (pages 28 through 36 ) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.	
<b>RFP Number:</b>	<b>20-08</b>
<b>Project Title:</b>	<b>Wright Cuney Fence Replacement</b>
<b>Submittal Deadline:</b>	<b>Wednesday, February 26, 2020 @ 10:00 a.m. CST</b>
<b>Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550</b> <b>or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553</b>	
<b>Proposer Information:</b>	
Proposer's Legal Name:	Four Seasons Development Company
Address:	5825 W. Sam Houston Pkwy N
City, State & Zip	Houston, TX. 77041
Federal Employers Identification Number #	76-0077255
Phone Number:	(713) 466-7077
Fax Number:	(713) 896-4775
E-Mail Address:	cmckinney@fourseasonsdevelopmentco.com
<b>Proposer Authorization</b>	
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.</p>	
Printed Name and Position of Authorized Representative: <u>Charles McKinney Estimator</u>	
Signature of Authorized Representative: <u></u>	
Signed this <u>24<sup>th</sup></u> (day) of <u>February</u> (month), <u>2020</u> (year)	

**Appendix A – Proposal Document (continued)**

**I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

**1. Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Bid submitted.
- E. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

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

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

			\$	\$
			\$	\$
			\$	\$
		<b>TOTAL ALL LINE ITEMS</b>	\$	\$

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

**Any contract resulting from this RFP shall be effective 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. This section left intentionally blank.

- B. This section left intentionally blank.
- C. This section left intentionally blank.

**4. Proposer's Experience / Staff**

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

-57

**State the number of years' experience the business has: 1983; and the number of employees: 20+.**

- D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

**5. References** *SEE ATTACHED*

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

FOUR SEASONS DEVELOPMENT COMPANY  
 QUALIFICATION STATEMENT – FENCE PROJECTS

PROJECT	OWNER	CONTACT AND AMOUNT	START AND END DATE	% OF WORK COMPLETED
TIMBERLANE UTILITY DISTRICT CYPRESS CREEK PARK FENCE	VAN DE WIELE & VOGLER 2925 BRAIRPARK SUITE 275 HOUSTON, TX 77042	Jeffrey W. Vogler, P.E. (713) 782-0042 \$77,777.43	6/13 – 7/13	100%
TEXAS SOUTHERN UNIVERSITY WROUGHT IRON FENCE	TSU 3443 BLODGETT ST HOUSTON, TX 77004	CARLA WEST (713) 313-7375 \$68,544.00	8/13 – 9/13	100%
TEXAS A&M – UVALDE WROUGHT IRON FENCE AND GATES	TEXAS A&M AGRILIFE RESEARCH 1619 GARNER FIELD RD UVALDE, TX 78801	DAVID GLOCKZIN (979) 458-2184 \$24,892.09	9/13 – 9/13	100%
TEXAS DEPT OF PUBLIC SAFETY FLORENCE – SECURITY FENCE	TXDPS 820 CR 240 FLORENCE, TX 76527	RAY MILLER (512) 424-2205 \$134,350.00	9/13- 10/13	100%
TXDOT – ROBSTOWN FACILITY SECURITY FENCE AND GATES	TxDOT 7000 WASHINGTON AVE HOUSTON, TX 77007	SAM COPELAND (210) 615-5876 \$28,875.00	10/13 – 10/13	100%
PORT OF HOUSTON TURNING BASIN FENCE	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	ALVIN JACKSON (713) 670-2895 \$58,348.00	12/13 – 1/14	100%
GREENS PORT INDUSTRIAL PARK SECURITY FENCE	WATCO – GREENS PORT 1755 FEDERAL RD HOUSTON, TX 77015	ERNIE FARRAND (713) 455-1080 \$115,366.26	12/13 – 4/14	100%
PORT OF HOUSTON BAYPORT CRUISE TERMINAL	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	ALVIN JACKSON (713) 670-2895 \$36,000.00	9/14 – 9/14	100%
TXDOT PORT ARANSAS FERRY SECURITY FENCE AND GATES	1832 N SIDNEY BAKER KERRVILL, TX. 78028	SAM COPELAND (210) 615-5876 \$289,600.00	3/15 – 3/15	100%
BURNET CISD STADIUM FENCING	BURNET CISD STADIUM FENCING BURNET, TX. 78611	CHARLES GOBLE (512) 588-9143 \$78,542.00	7/15 – 8/15	100%

FOUR SEASONS DEVELOPMENT COMPANY  
 QUALIFICATION STATEMENT – FENCE PROJECTS

PROJECT	OWNER	CONTACT AND AMOUNT	START AND END DATE	% OF WORK COMPLETED
TEXAS A&M AGRILIFE STEPHENVILLE PARKING LOT FENCE AND GATES	TAMU AGRILIFE 1229 N HWY 281 STEPHENVILLE, TX. 76401	TRENT BURFORD (979) 458-2184 \$23,300.00	9/15 – 9/15	100%
HENSEL PHELPS JENNIE SEALY HOSPITAL FENCING AND GATES	UTMB JENNIE SEALY HOSP	LUKE MURPHY (409) 572-2156 \$51,704.00	10/15 – 10/15	100%
CITY OF SEGUIN ELEVATED STORAGE TANKS	CITY OF SEGUIN 205 N RIVER SEGUIN, TX. 78155	EMERY GALLAGHER (830)379-3212 \$45,832.00	10/15 – 11/15	100%
SAN ANTONIO WATER SYSTEM STAHL RD / FOSTER RD	SAWS 2800 US HWY 281 NO SAN ANTONIO, TX. 78212	CARL DAYLONG (210) 233-3404 \$138,400.00	11/15 – 12/15	100%
PORT OF HOUSTON TURNING BASIN FENCE	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	DON SMITH (713) 670-2400 \$58,348.00	1/16 – 2/16	100%
NEW BRAUNFELS CEMETERY	CITY OF NEW BRAUNFELS 297 S GRAPE AVE NEW BRAUNFELS, TX 78130	KIP WIEBERDINK (830) 832-6771 \$78,773.00	8/16 – 9/16	100%
WESLACO ISD FENCING FOR 7 CAMPUSES 2016	WESLACO ISD 312 W 5 <sup>TH</sup> ST WESLACO, TX 78596	BALDEMAR GARCIA (956) 969-6569 \$396,997.00	9/16 – 12/16	100%
OAKWOOD CEMETERY FENCE	CITY OF HUNTSVILLE 1212 AVE M HUNTSVILLE, TX. 77340	BILLIE SMITH (936) 291-5495 \$107,374.00	12/16 – 1/17	100%
LASKER PARK POOL GALVESTON	ARDENT CONSTRUCTION 133 N FRIENDSWOOD DR #300, FRIENDSWOOD, TEXAS 775646	LARRY BROWN (832) 900-4805 \$33,051.00	5/17 – 5/17	100%
SEGUIN – VETTER ST BOOSTER STATION	RP CONSTRUCTORS	ROBERT PFEIFFER (512) 392-5111 \$32,335.00	5/17 – 6/17	100%

# FOUR SEASONS DEVELOPMENT COMPANY

## QUALIFICATION STATEMENT – FENCE PROJECTS

PROJECT	OWNER	CONTACT AND AMOUNT	START AND END DATE	% OF WORK COMPLETED
WESLACO ISD FENCING FOR 7 CAMPUSES 2017	WESLACO ISD 312 W 5 <sup>TH</sup> ST WESLACO, TX 78596	BALDEMAR GARCIA (956) 969-6569 \$463,251.00	10/17 – 5/18	100%
VARNETT PUBLIC SCHOOLS FENCE FOR SE CAMPUS	VARNETT PUBLIC SCHOOLS 5025 S WILLOW DR HOUSTON, TX. 77035	TERRELL RUSSELL (713) 726-7603 \$79,776.00	10/18 – 11/18	100%
BUNDY LAKE FENCE PROJECT	HC MUD #71 1950 LOCKWOOD BYPASS RICHMOND, TX. 77460	NICK COOKE (512) 239-8096 \$227,288.58	10/18 – 1/19	100%
ROCKPORT MARINE LAB	TEXAS PARKS & WILDLIFE 702 NAVIGATION CIR ROCKPORT, TX 78382	WILLIAM RAMOS (512) 627-4179 \$9,069.00	12/18 – 12/18	100%
KENDLETON – WILLIE MELTON	FORT BEND COUNTY PARKS PO BOX 509 FRESNO, TX. 77545	Michel Davis (281) 835-9419 \$14,638.00	1/19 - 1/19	100%
JONES CREEK RANCH and FOUR CORNERS RECREATION	FORT BEND COUNTY PARKS PO BOX 509 FRESNO, TX. 77545	Michel Davis (281) 835-9419 \$24,970.00	5/19 – 5/19	100%
COLLEGE STATION UTILITIES ELECTRICAL FACILITY	COLLEGE STATION UTILITES 1601 GRAHAM RD COLLEGE STATION, TX. 77842	Cody Leis (979) 764-6226 \$49,886.00	8/19 – 9/19	100%
PORT OF HOUSTON AUTH SECURITY FENCE REPLACEMENT PORTWIDE	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	Oscar Zavala (713) 906-6078 \$148,100	10/19 – 11/19	100%
SAN ANTONIO WATER SYSTEM LEON CREEK WRC SECURITY FENCE	SAWS 2800 US HWY 281 NO SAN ANTONIO, TX. 78212	CARL DAYLONG (210) 233-3404 \$223,673.00	10/19 – 12/19	100%
JONES CREEK RANCH PARK BALLFIELDS	FORT BEND COUNTY PARKS PO BOX 509 FRESNO, TX. 77545	Abran Lopez (281) 642-3727 \$24,970.00	1/20 – 2/20	100%

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

**6. Trade Secrets and/or Confidential Information**

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

**7. Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: \_\_\_\_\_.
- B. Prime contractor HUB / MWBE registration number: \_\_\_\_\_.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

**8. Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **[purchasing@galvestontx.gov](mailto: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: Four Seasons Development Co

Contract #: \_\_\_\_\_

Description: Wright Cuney Fence Replacement

Primary Contact (Name): Charles McKinney

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: (904) 215-6757

Secondary Contact (Name): Julian Kubeczko

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: (713) 252-0061

After Hours emergency opening fee, if applicable: \$ N/A

**9. Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

**Yes, Others can purchase purchase.**

**No, Only the City can**

**II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:**

**1. Delivery of Products and/or Services**

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: [accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov). See Appendix H for ACH Payment Information, if you

elect to receive your payments according to Appendix H, fill out the form and return with your documents.

- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: 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.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.  
(a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

## 2. **Miscellaneous**

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

into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 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 Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
  - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed

Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

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

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

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
  - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
  - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
  - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

## Appendix B – Form CIQ

### INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

**THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

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

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

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

**WHEN:** The person or business must file:

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

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

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

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

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

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

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

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

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

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

**OFFICE  
USE  
ONLY**Date  
Received**1. Name of person who has a business relationship with local governmental entity.**

N/A

**2.  Check this box if you are filing an update to a previously filed questionnaire.**(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> 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 &amp; 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 PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## 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 public funds of the governmental entity.

I, Charles McKinney (Person name), the undersigned representative of (Company or

Business Name) Four Seasons Development 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.

2-25-20

DATE

Charles McKinney  
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §  
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Charles McKinney 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 25 day of February, 2020

[SEAL]



Rusty W. Burrell  
NOTARY PUBLIC in and for the  
State of Texas

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

## Appendix D – Property Tax Statement

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

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

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

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

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

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

---

---

Charles McKinney

Proposer's Printed or Typed Name



Proposer's Signature

2-25-20

Date

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

## Appendix E – Nepotism Statement

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

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

If the Proposer or Bidder is an individual:

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

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

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

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

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

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

## Appendix F – Non-Collusion Statement

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

VENDOR Four Seasons Development Co

ADDRESS 5825 W Sam Houston Pkwy N

Houston, TX. 77041

PHONE (713) 466-7077

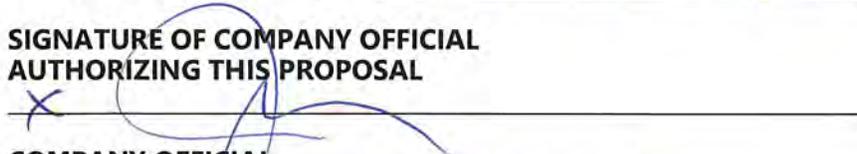
FAX (713) 896-4775

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) Charles McKinney

POSITION WITH COMPANY Estimator - Proj Coordinate

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS PROPOSAL

X 

COMPANY OFFICIAL  
(PRINTED NAME) Julian Kubacki

OFFICIAL POSITION owner

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

**Appendix G – Document 00435  
The City of Galveston, Texas**

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

**PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Charles McKinney  
(Printed or typed Name of Signatory)

Charles McKinney  
(Signature)

2-25-20  
(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 PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

- 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 SEE ATTACHED  
 Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 City & State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Credit available: \$ \_\_\_\_\_

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 25<sup>th</sup> day of February, 2020.

*Charles McKinney*  
 Signature

Charles McKinney - Estimator  
 Printed Name and Title

Four Seasons Development Co  
 Company Name

**Notary Statement:**

Charles McKinney being duly sworn, says that he/she is the Estimator Position/Title  
 of Four Seasons Development Co (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 Harris in verification of the  
 recitals comprising this Statement of Bidder's Qualifications.

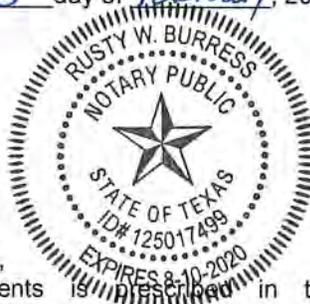
Subscribed and sworn before me this 25 day of February, 2020

Notary Public  
*Rusty W. Burress*  
 Signature

Rusty W. Burress  
 Printed Name

My Commission Expires: 8/10/20

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.



**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: 2-25-20  
 Bidder (Legal Name of Firm): Four Seasons Development Co Inc  
 Date Organized: 1983 July  
 Name of Owner(s): Julian Kubaczka  
 Address: 5825 W. Sam Houston Pkwy N  
Houston, TX. 77041

Date Incorporated: July 18, 1983  
 Federal ID Number: 76-0077255  
 Number of Years in contracting business under present name: 37  
 List all other names under which your business has operated in the last 10 years:

**Work Presently Under Contract:**

Contract	Amount \$	Completion Date
<u>Kids R Kids - Beaumont</u>	<u>27,665.00</u>	<u>March 5th</u>
<u>Fair Bend County Animal Services</u>	<u>23,200.00</u>	<u>March 8th</u>
<u>Stream Flo - Gate Delicate</u>	<u>6205.00</u>	<u>Feb 28th</u>

Type of work performed by your company: Fence - All types of Construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Have you ever failed to complete any work awarded to you? Yes  No   
 (If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes  No   
 (If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes  No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
<u>SEE ATTACHED</u>		

Major equipment available for this contract: AUGER  
 \_\_\_\_\_  
 \_\_\_\_\_

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;

# FOUR SEASONS DEVELOPMENT CO., INC.

5825 West Sam Houston Pkwy North  
Houston, TX. 77041

## References / Bank Information

### **BANK INFORMATION**

### **CONTACT (S):**

Community Bank of Texas  
6461 FM 1960 West  
Houston, TX 77069

Michael Pfisterer  
713-210-7649 / 832-339-3569  
Chris Collins 713-210-7645

### **REFERENCES:**

### **CONTACT (S):**

Redco Tool & Fastener Supply LLC  
6125 W Sam Houston Pkwy N #201  
Houston, TX 77041

John or Debbie Knowles  
Ph: 713-725-2788 Office: 713-937-8665  
Fax: 713-937-8676

Action Plumbing Supplies  
14620 Hempstead Highway  
Houston, TX. 77040

Mr. Gary Jozwiak  
Ph: 281-705-6542 Office: 713-466-1966  
Fax: 713-466-5166

SCS Construction Management  
7510 Wright Road  
Houston, TX: 77041

Mr. Robert Scherer  
Ph: 713-516-7030 Office: 713-466-6450  
Fax: 713-466-9771

United Structures of America  
DEPT CODE 003  
PO BOX 3108  
Houston, TX 77253-3108

Ms. Edith Baldrige  
Ph: 281-442-8247

**DATE INCORPORATED: JULY 18, 1983**

TAX ID: 760077255

15914 Capri Drive  
Houston, TX. 77040  
(713) 937-8868

JK - 459-98-1709 - SSN  
10/25/1953  
PK - 444-98-5208 - SSN  
7/15/1953

07781798 - TDL

07316393 - TDL

**FOUR SEASONS DEVELOPMENT CO., INC.**

5825 West Sam Houston Pkwy North  
Houston, TX. 77041

**References / Bank Information**

**Insurance/Bonding Information**

Insurica  
19450 State Hwy 249  
STE 550  
Houston, Texas 77070  
Ph: (713) 939-9898  
Ph: (800) 627-6474  
Fax: (713) 939-7416

Kim Smith  
ksmith@insurica.com

To Whom It May Concern:

Per your request, the following is a list of Superintendents along with contact numbers and resume information.

Julian Kubeczka

713-466-7077

Experience includes Owner & President of Four Seasons Development since 1980 and has overseen all projects from Decks and Fences to Custom Homes to Commercial Development.

Jeff Hartgrove

281-541-9620

Construction Superintendent and Project Manager with Four Seasons Development since February 1995, responsible for new construction and commercial remodel jobs. Experienced in Electrical, Plumbing, Carpentry, Concrete and Site Work.

Bill Donohue

832-347-8333

General Superintendent with Four Seasons Development since February 2008. Past experience includes Superintendent over all aspects of construction from excavating to finished product for 35 years.

Don Jones

713-899-4594

General Superintendent with Four Seasons Development since December 2013. Past experience includes Superintendent over all aspects of commercial from ground to finished product, high end residential remodel work and historical renovations for 30 years.

Kevin Winkelmann

281-541-8642

Project Manager and Project Superintendent with Four Seasons Development for a total of 19 years. Responsible for estimating future projects, setting up new projects, commercial and residential and presiding over most company projects including all areas of paperwork, submittals and close out documents.

20 Workers on staff consisting of Machine Operators, Fence Installers and Laborers.

FOUR SEASONS DEVELOPMENT CO INC  
BALANCE SHEET  
JUNE 30, 2014

ASSETS

CURRENT ASSETS		
CASH-VISTA BANK	(\$ 2,340.60)	
CASH-TRUSTMARK GEN ACCT	90,945.31	
CERTIFICATES OF DEPOSIT	100,000.00	
ACCOUNTS RECEIVABLE	1,071,790.79	
RESERVE FOR DOUBTFUL ACCTS	(311,981.62)	
ACCT. RECEIVABLE - INTER CO	4,189,268.84	
COSTS IN EXCESS OF BILLINGS	<u>2,109,950.20</u>	
TOTAL CURRENT ASSETS		7,247,632.92
PROPERTY AND EQUIPMENT		
FURNITURE & FIXTURES	40,321.21	
MACHINERY & EQUIPMENT	948,763.40	
BUILDINGS	501,758.51	
LAND	256,516.25	
VEHICLES	634,839.29	
ACCUMULATED DEPRECIATION	<u>(1,553,201.00)</u>	
TOTAL PROPERTY AND EQUIPMENT		828,997.66
OTHER ASSETS		
TOTAL OTHER ASSETS		<u>0.00</u>
TOTAL ASSETS		<u>\$ 8,076,630.58</u>

LIABILITIES AND CAPITAL

CURRENT LIABILITIES		
ACCOUNTS PAYABLE	\$ 2,793,170.10	
PAYROLL TAXES PAYABLE	6,350.14	
ACCRUED PROPERTY TAXES	26,951.54	
FEDERAL INC.TAXES PAY.-CURRENT	7,689.00	
SALES TAXES PAYABLE	<u>435,994.66</u>	
TOTAL CURRENT LIABILITIES		3,270,155.44
LONG-TERM LIABILITIES		
FEDERAL INC.TAXES PAY.-DEFERRE	<u>36,243.00</u>	
TOTAL LONG-TERM LIABILITIES		<u>36,243.00</u>
TOTAL LIABILITIES		3,306,398.44

FOUR SEASONS DEVELOPMENT CO INC  
BALANCE SHEET  
JUNE 30, 2014

CAPITAL		
COMMON STOCK	1,000.00	
ADDITIONAL PAID IN CAPITAL	48,810.52	
RETAINED EARNINGS	1,767,807.70	
NET INCOME	<u>2,952,613.92</u>	
TOTAL CAPITAL		<u>4,770,232.14</u>
TOTAL LIABILITIES & CAPITAL		<u>\$ 8,076,630.58</u>

UNAUDITED - FOR MANAGEMENT PURPOSES ONLY  
SEE ACCOUNTANTS' COMPILATION REPORT

FOUR SEASONS DEVELOPMENT CO INC  
INCOME STATEMENT  
FOR THE SIX MONTHS ENDING JUNE 30, 2014

	SIX MONTHS ENDED JUNE 30, 2014	
REVENUES		
CONSTRUCTION REVENUES	\$ 7,069,356.47	89.83
INTERCOMPANY-SERVICES	<u>800,000.00</u>	10.17
TOTAL REVENUES	<u>7,869,356.47</u>	100.00
COST OF SALES		
COST OF SALES-MAT/SVCS.	4,649,937.89	59.09
FUEL EXPENSE	<u>1,513.66</u>	0.02
TOTAL COST OF SALES	<u>4,651,451.55</u>	59.11
GROSS PROFIT	<u>3,217,904.92</u>	40.89
EXPENSES		
SALARIES	109,030.18	1.39
PAYROLL TAXES	10,406.46	0.13
ADVERTISING	2,930.46	0.04
BANK SERVICE CHARGES	1,676.08	0.02
CONTRIBUTIONS	2,350.00	0.03
DEPRECIATION	38,070.00	0.48
ENTERTAINMENT	17,337.00	0.22
INSURANCE	15,718.54	0.20
INTEREST EXPENSE	13,027.18	0.17
OFFICE EXPENSE	5,462.37	0.07
POSTAGE	2,950.67	0.04
PROF FEES-LEGAL,ENG.ACCT	9,500.18	0.12
TAXES - PROPERTY	27,586.00	0.35
TELEPHONE	4,315.05	0.05
UTILITIES	<u>4,930.83</u>	0.06
TOTAL EXPENSES	<u>265,291.00</u>	3.37
NET INCOME	<u>\$ 2,952,613.92</u>	37.52

UNAUDITED - FOR MANAGEMENT PURPOSES ONLY  
SEE ACCOUNTANTS' COMPILATION REPORT

FOUR SEASONS DEVELOPMENT INC.  
 CONTRACTS IN PROGRESS  
 JUNE 30, 2014

Customer	Job Description	COSTS		Contract Price	Cost To Date	Est. Costs To Complete	Est. Total Costs	Gross Profit	GP %	Pct Comp	Progress Billings To Date	Costs and Est. Earnings in Excess of Billings	Billings in Excess of and Est. Earnings	Gross Profit Recognized
		Cost To Date	Est. Costs To Complete											
					132,711.35		132,711.35					132,711.35		
					790,178.37		790,178.37					790,178.37		
					1,187,060.48		1,187,060.48					1,187,060.48		
					2,109,950.20		2,109,950.20					2,109,950.20		
					2,109,950.20		2,109,950.20					2,109,950.20		

RELATED COMPANY-FSBP LTD

N Sam Houston Pkwy@249  
 Robstown-Celco-Hwy 77  
 4741-CR 430 - RCW  
 Bourgeois Bus Park

Unaudited - For Management Purposes Only  
 See Accountant's Compilation Report



PROTECT. MANAGE. GROW.

**USI Southwest**  
Three Memorial City  
840 Gessner, Suite 600  
Houston, Texas 77024  
Main 713-490-4600  
Fax 713-490-4700

July 17, 2013

**RE: FOUR SEASONS DEVELOPMENT CO.  
WORKERS' COMPENSATION EXPERIENCE MODIFIER INFORMATION**

Dear Sirs:

This letter is to the NCCI Experience Modifier information for Four Seasons Development Company as follows:

<u>Effective Date</u>	<u>Experience Modifier</u>
7/18/13-14	0.81
7/18/12-13	0.81
7/18/11-12	0.84
7/18/10-11	0.83
7/18/09-10	0.84
7/18/08-09	0.83
7/18/07-08	0.78

We appreciate your confidence in USI and look forward to serving you again soon.

Sincerely,

*Brian Ratliff*

Brian Ratliff, ARM, CIC, CRIS  
Account Executive  
Brian.Ratliff@usi.biz  
713 490-4717

38396699 / GENERPET



# Four Seasons Development Co.



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## Four Seasons Development Company

**Four Seasons Development Co, Inc.**, established in 1980, is a full-service construction company that provides professional services both in Houston and outer lying areas. The company's reputation has been based on it's ability to provide quality design with the budget restraints while maintaining efficiency throughout the construction documentation and construction administration phase.

The company's expertise and focus remains in a diversity of markets, which include: commercial office building, retail, large shopping centers and malls, restaurants, multi-family, banks, institutional, industrial warehouses, religious facilities and custom homes. Our experience in designing such diverse projects has given us the expertise in the field of planning, budgeting and building technology.

We recognize that our clients may have limited experience in building planning, therefore; we make every effort to guide them through all phases of the building development process. At Four Seasons Development Co, Inc., we dedicate our efforts to our clients' success.

**Four Seasons Development Co, Inc.**  
5825 West Sam Houston Parkway  
Houston, TX 77041  
**Tel: (713) 466-7077**  
**Email: [info@fourseasonsdevelopmentco.com](mailto:info@fourseasonsdevelopmentco.com)**



**We believe that confidence and loyalty are gained by the following attributes:**

- Innovation in design to meet the client's needs and market conditions
- On-time project delivery from stringent schedules
- Familiar and successful with city permitting process and requirements
- Providing quick response and innovative solutions to problems throughout the construction phase
- Understanding the construction process, requirements, industry standards and code requirements
- A strong knowledge in the real estate market



**Date:** 2/18/2020  
**To:** Prospective Proposers  
**Subject:** Addendum No. 1  
Updated Bid Bond Form

**This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 2/3/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.**

---

See attached updated bid bond form.

**I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.**

Authorized Signature

2-25-20

Date

Charles McKinney

Printed Name

Four Seasons Development Co Inc

Company Name

**A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**



# City of Galveston

DEPARTMENT OF PARKS AND RECREATION  
2222 – 28<sup>th</sup> Street | Galveston, TX 77550  
409-797-3700

April 30, 2020

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

From: Mario Rabago, Director of Parks & Recreation

RE: **Consider for Approval the Bid from JCR Construction for Solicitation IRFB 20-IRFB-002 Seawall Fort Crockett Park Amenities Re-paint Project. Authorizing the City Manager to Execute All Necessary Documents Upon Final Approval by the City Attorney.**

**I. Background:**

- A. In 2011, improvements were made to Fort Crockett Park with the assistance of a \$1MM Frito-Lay grant donation.
- B. The parks amenities consist of large sun sails, tables, chairs benches, planter boxes, landscaping, irrigation, decorative brick pavers, educational signage, directional signage, vendor pads, enhanced parking, lighting and a sculpture.
- C. Park amenities located on the Seawall are subject to harsh environmental conditions which result in increased maintenance demands.
- D. Recently staff assessed the condition of the park amenities and discovered that the metal components of the picnic tables, chairs, benches and trash receptacles had surface rust and peeling paint.
- E. On February 4, 2020 staff solicited bids, IRFB# 20-IRFB-002 for the Seawall Fort Crockett Park Amenities Re-paint project.
- F. Bid amounts were
  - JCR Construction - \$30,964.00
  - Immaculate Painting and Construction - \$40,586.39
  - JW Kelso - \$42,400.00
  - CertaPro Painters - \$46,937.00

**II. Current Situation:**

- A. Seawall Fort Crockett Park amenities are in need of re-painting.
- B. Seawall Parking Revenue funds are allowed to pay for Fort Crockett Park repairs.
- C. Staff solicited bids to re-paint Seawall Fort Crockett Park amenities and JCR Construction submitted the lowest and best bid.
- D. Staff is requesting City Council to approve the bid from JCR Construction to repaint the Fort Crockett Amenities for the amount not to exceed \$30,964.00





# City of Galveston

DEPARTMENT OF PARKS AND RECREATION  
2222 - 28<sup>th</sup> Street | Galveston, TX 77550  
409-797-3700

### III. Alternatives in order of priority:

- A. City Council approve the bid from JCR Construction for Bid IRFB 20-IRFB-002 for the Seawall Fort Crockett Park Amenities Re-paint project for the amount not to exceed \$30,964.00.
- B. Do not approve the bid from JCR Construction for Bid IRFB 20-IRFB-002 for the Seawall Fort Crockett Park Amenities Re-paint project.

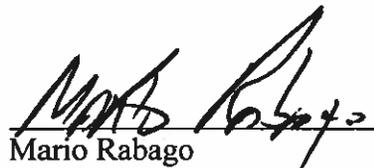
### IV. Recommendation:

Concur with Alternative A. Staffs recommendation to approve the bid from JCR Construction for Bid IRFB 20-IRFB-002 for the Seawall Fort Crockett Park Amenities Re-paint project for the amount not to exceed \$30,964.00

### V. Fiscal Impact Report:

Requested by:	Mario Rabago Director of Parks & Recreation
Funding Source	Seawall Parking Capital Reserves
<b>Amount Not to Exceed</b>	<b>\$30,964.00</b>

Respectfully Submitted,

  
Mario Rabago  
Director of Parks & Recreation

Approved,

\_\_\_\_\_  
Brian Maxwell  
City Manager



**CONTRACT FOR CONSTRUCTION SERVICES**  
**SEAWALL FORT CROCKETT PARK AMENITIES RE-PAINT**

This Contract (the "Contract") is made and entered into this 9<sup>th</sup> day of April, 2020, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **JCR Construction**, Company, located at **21607 Park York Dr., Katy, Texas 77450**.

**WHEREAS**, the City of Galveston desires to obtain construction services in connection with amenity re-paint within the City of Galveston ("City") and JCR Construction ("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:

**Seawall Fort Crockett Park Amenities Re-Paint**  
**IRFB #20-IRFB-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:** Due to the nature and extent of the Project, the Work is expected to be completed by within 21 business days from Notice to Proceed, unless sooner terminated under the terms set forth herein.
- 6. LIQUIDATED DAMAGES:** If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

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

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

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

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

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

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

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

(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. COMPENSATION: The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Thirty Thousand Nine Hundred sixty-four dollars and zero cents. (\$30,964.00)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 21607 Park York Dr., Katy, Texas 77450. 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.

14. 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.

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

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
  - \$2,000,000** general liability (includes products and personal, etc.)
  - \$1,000,000** fire damage
  - \$1,000,000** automobile damage
  - \$500,000** workers compensation employers' liability
  - Statutory** limits for workers compensationInsurance coverage shall be on an "**occurrence basis**"

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

17. **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.

18. **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.

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

20. **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.

21. **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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for amenity re-paint within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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

JCR Construction  
21607 Park York Dr.  
Katy, Texas 77450

*(The remainder of this page left intentionally blank.)  
(Signature page follows.)*





**INFORMAL REQUEST FOR BIDS, IRFB# 20-IRFB-002  
SEAWALL FORT CROCKETT PARK AMENITIES RE-PAINT**

The City of Galveston will accept Informal Bids for **until 2:00 PM, Thursday, February 13, 2020** in the City of Galveston Purchasing Office at City Hall, 823 Rosenberg, Room 300, Galveston, Texas 77550. **Bids received after this time will not be considered.**

**A complete set of documents is included.** The firm shall submit its response on these forms. A response shall be comprised of the bid documents completed by the firm plus supplemental information required by the specifications and documents or deemed necessary by the firm to fully describe the offering.

Please mark on the **outside of the envelope and on any carrier's envelope**: "Informal Bid for Seawall Fort Crockett Park Amenities Re-Paint, until Thursday, February 13, 2020, at 2:00 PM CST, IRFB# 20-IRFB-002", and send to the attention of the Purchasing Department, 823 Rosenberg, Room 300, Galveston, Texas 77550.

The City of Galveston will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the bid to the Purchasing Office by the deadline above. **Bids will not be accepted via electronic transmission or facsimile.**

The City of Galveston reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the City of Galveston.

*(The remainder of this page left intentionally blank.)*

**Please submit this page upon receipt.**

Acknowledgment Form

IRFB #20-IRFB-002

**Seawall Fort Crockett Park Amenities Re-Paint**

For any clarifications, please contact the City of Galveston Purchasing Office at (409) 797-3579 or e-mail: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

Please mail or e-mail this page upon receipt of the IRFB package or notice of package.

Check one:

**Yes, I am interested in the IRFB.**

**No, I am not interested in the IRFB for the following reason:**

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If you are unable to send your **IRFB**, kindly indicate your reason for "No Response" above and return this form **via email to [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov)**.

Date 02/07/2020

Company: JCR Construction

Name: Alex Fuentes

Address: 21607 Park York Dr

City: Katy State: TX Zip Code: 77450

Phone: 979-204-1044

Fax: \_\_\_\_\_

Email: JCRConstruction1@OUTLOOK.COM

**ETHICS STATEMENT (Complete and Return this form with Response)**

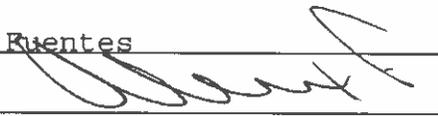
The undersigned firm, by signing and executing this IRFB, certifies and represents to the City of Galveston that firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this IRFB; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this IRFB, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Galveston concerning this IRFB on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this IRFB; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Galveston in return for the person having exercised their person's official discretion, power or duty with respect to this IRFB; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Galveston in connection with information regarding this IRFB, the submission of this IRFB, the award of this IRFB or the performance, delivery or sale pursuant to this IRFB.

**THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF GALVESTON, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS IRFB.**

I have read all of the specifications and general IRFB requirements and do hereby certify that all items submitted meet specifications.

COMPANY: JCR Construction

AGENT NAME: Alex Ruentes

AGENT SIGNATURE: 

ADDRESS: 21607 Park York Dr

CITY: Katy

STATE: TX

ZIP CODE: 77450

TELEPHONE: 9792041044

EMAIL: JCRConstruction1@OUTLOOK.COM

FEDERAL ID#: 83-3143142 AND/OR SOCIAL SECURITY #: \_\_\_\_\_

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(Complete and Return this form with Response)**

Name of Entity: JCR Construction

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency:

Have not within a three year period preceding this IRFB been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

Have not within a three year period preceding this application/IRFB had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this IRFB or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Alex Fuentes - Project Manager  
Name and Title of Authorized Representative (Print)

  
Signature of Authorized Representative

02/07/2020  
Date

I am unable to certify to the above statements. My explanation is attached.

**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.**

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.)

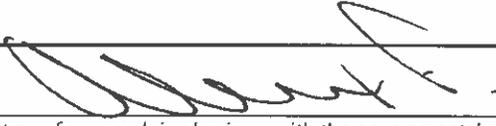
N/A

**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

2/11/2020  
Date

Adopted 06-29-2007

## INTRODUCTION INSTRUCTIONS TO PARTICIPATING FIRMS

The City of Galveston Purchasing Office is forwarding a **"Notice to Firms"** requesting informal bids (IRFB) to perform painting services at Fort Crockett Park. This Informal Request for bids (IRFB) is to be used as a guide by the firms when preparing the submittal.

### SUBMISSION REQUIREMENTS

The City of Galveston is requesting two (2) sets (if mailed or hand delivered) (one original + one copy) and one media source of the submittal to be enclosed in an envelope and plainly marked on the outside of the envelope, or on any carrier's envelope: **"Seawall Fort Crockett Park Amenities Re-Paint", IRFB # 20-IRFB-002, February 13, 2020, 2:00 PM CST**, to be mailed, sent by overnight courier, or hand delivered to the address listed below.

City of Galveston  
Purchasing Division  
823 Rosenberg Street, Room 300  
Galveston, Texas 77550

Bids will be accepted until 2:00 PM CST, February 13, 2020. **NO BID WILL BE ACCEPTED AFTER 2:00 PM CST ON THE DUE DATE.**

The City of Galveston reserves the right to request additional information or to meet with representatives from responding organizations to discuss points in the IRFB before and after submission, any and all of which may be used in forming a recommendation.

The City of Galveston reserves the right to reject any and all bids, and to accept the IRFB it considers in its best interest based upon the requirements and descriptions outlined in this IRFB.

**Informal Bids will be acknowledged in the Purchasing Office immediately after the 2:00 PM CST February 13, 2020 deadline for submittal.**

All bids will be managed by City of Galveston in a manner that avoids disclosure of the contents to competing firms and keeps the bids confidential during any negotiations. All bids will be open for public inspection as stated in the Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the bids specifically identified by the firms will not be open for public inspection. Accordingly, all pages in the bid that the Firm considers to be proprietary and confidential should be appropriately marked.

Questions or clarifications concerning the City of Galveston requirements may be directed to:  
Purchasing Division

E-mail address: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov)

**\*\*The Subject Line should read: IRFB 20-IRFB-002 Ft. Crockett Park Re-Paint\*\***

### **Tentative Timeline**

1. February 4, 2020 to February 13, 2020 - Vendors work on IRFB
2. February 13, 2020 before 2:00 PM CST - Vendor must submit bid response documents, if mailed or hand delivered, in an envelope to contact listed below:  
**PLEASE MARK "ORIGINAL" AND "COPY" Mark Media Source IRFB 20-IRFB-002 (1 original + 1 copy)**

City of Galveston  
Purchasing Department  
823 Rosenberg Street, Room 306  
Galveston, Texas 77550

IRFB #20-IRFB-002 Seawall Fort Crockett Park Amenities Re-Paint  
February 13, 2020 by 2:00 PM CST

*The above noted information must be included on envelope and on any carrier's envelope/package. The City of Galveston will not be held responsible for missing, lost or late mail. The City of Galveston will not accept facsimile or electronic transmission of IRFB.*

3. February 13, 2020 – Acknowledge IRFB's at 2:00 PM
4. February 13, 2020 – February 17, 2020 – City of Galveston reviews IRFB
5. February 27, 2020 – Award by City Council of IRFB

### **Vendor Representative**

The successful vendor agrees to send a personal representative with binding authority for the company to the City of Galveston upon request to make adjustments and/or assist with coordination of all transactions as needed.

### **Determining Factors for Award**

Evaluation of pricing and services. The City reserves the right to award to more than one company.

### **Contract with Vendor/Entity Indebted to City of Galveston**

It is a policy of the City of Galveston to refuse to enter into a contract or other transaction with an individual, sole proprietorship, joint venture, Limited Liability Company or other entity indebted to the City of Galveston.

### **Tax Identification Number (TIN)**

In accordance with IRS Publication 1220, a W-9 form, or a W-8 form in cases of a foreign vendor, will be required of all vendors doing business with the City of Galveston. If a W-9 or W-8 form is not made available to the City of Galveston, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W-9 or W-8 form must be included with bid response.** Attached are sample forms.

## **Taxes**

The City of Galveston is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

## **Signing of Informal Bid**

**Failure to manually sign IRFB will disqualify it.** Person signing IRFB should show title or authority to bind their firm to a contract.

## **EEOC guidelines**

During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, marital or veteran status or physically challenging condition.

## **Contract and Purchase Order**

The work shall be performed in Galveston, Texas. A contract for the services will be placed into effect by means of a purchase order issued by the City of Galveston after evaluation and final approval by the review committee.

## **City of Galveston Rights**

1. If only one or no IRFB is received by "submission date", the City has the right to reject, re-submit, accept and/or extend the IRFB by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all IRFB's and to make award as they may appear to be advantageous to the City of Galveston.
3. The right to hold IRFB for 90 days from submission date without action, and to waive all formalities in IRFB.
4. The right to extend the total IRFB beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (City of Galveston and vendor/contractor) and if firm/vendor holds original IRFB prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the firm/vendor, for delay or non-performance by the firm/vendor; or if it is deemed in the best interest of the City of Galveston for the City of Galveston's convenience.
6. In IRFB, stipulate whether an increase or decrease in services will affect price.

## **Corrections**

Any interpretation, correction, or change of the IRFB will be made by ADDENDUM. Changes or corrections will be issued by the City of Galveston Purchasing Office. **Addenda will be emailed to all who have returned the IRFB Acknowledgement Form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the City of Galveston prior to submitting a response to the IRFB to ascertain if any addenda have been issued, and to obtain all addenda, execute them, and return addenda with the response to the IRFB.

### **IRFB is Not a Basis for Obligations**

This request for competitive informal bids does not constitute an offer to contract and does not commit the City of Galveston to the award of a contract to anyone or to pay any costs incurred in the preparation and submission of IRFB. The City of Galveston reserves the right to reject any or all bids that do not conform to the requirements stated in this document. The City also reserves the right to cancel all or part of this request for IRFB for any reason determined by the City to be in the best interest of the City of Galveston.

### **Rights to Submitted Materials**

All bids and material submitted to the City of Galveston by a firm, in response to this IRFB, shall become the property of the City of Galveston after the bid submission deadline. The City's return of the bids/material will be subject to the requirements of the laws of the State of Texas.

### **Exceptions to IRFB**

Please include any exceptions to the IRFB at the end of the bid document and label them "**EXCEPTIONS**".

### **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.

### **Required insurance**

The successful proposer must carry 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 in the aggregate (includes products and personal, etc.) and

**\$1,000,000** per occurrence

**\$1,000,000** automobile damage per occurrence

**\$500,000** worker's compensation employers' liability per occurrence

**Statutory Limits for worker's compensation - including contractors/sub-contractors/independent contractors**

### **Term of Contract**

This contract shall be effective until work is completed to the satisfaction of the City of Galveston.

*(The remainder of this page left intentionally blank.)*

**City of Galveston, Texas**  
**Specifications For**  
**Seawall Fort Crockett Park Amenities Re-Paint**

**SCOPE:**

The City of Galveston is seeking bids to re-paint metal components on the shade sail masts (including cables and fasteners), tables, chairs, benches and bicycle racks located at 46<sup>th</sup> and Seawall Boulevard. The following is a general scope of work.

- All work will be on-site
- Furnish all labor and materials for the removal of all rust, proper preparation and repaint of metal parts on park amenities located at Seawall Fort Crockett Park
- Paint project will be in coordination with "slat replacement project". *ie. All slats will be removed by another vendor prior to paint project. Then replaced after paint project is completed*
- Contractor must comply with all local, state and federal permitting requirements
- Compliance with all Local, State and Federal Laws.
- All construction/workmanship shall meet, or exceed, industry standards for commercial grade applications
- Contractor to secure location with temporary construction fencing at all times
- Project site is on public space and must be maintained of litter and debris at all times
- Bid must include a timeline from Notice to Proceed to 100% completion
- Payment for project payable upon completion and acceptance by the City of Galveston

**For rusted areas:**

- Mechanically grind or blast rust to bare metal
- Solvent clean or air blast to prepare for coatings (run-off must be contained and removed from project site)
- Pressure wash in sections (run-off must be contained and removed from project site)
- Apply one coat of zinc rich primer
- Apply 2 coats of epoxy in similar color or in guide coat
- Apply 2 coats of Poly-siloxane paint

**For areas not affected by rust:**

- Mechanically grind all metal accepting coatings
- Pressure wash with internally formulated cleaner (run-off must be contained and removed from project site)
- Apply one coat of epoxy in similar color as a base coat to entire surface
- Apply 2 coats in similar color of Poly-siloxane paint

**Note: The site location is adjacent to the coast which supports natural habitat and is protected. All run-off must be contained and properly disposed off-site. All efforts must be made to avoid any impact to the coastal zone and habitat. Any encroachment, by contractor, into the coastal zone and habitat may result in immediate termination of the contract.**

**TERMINATION**

The City reserves the right to terminate the contract with the contractor who fails to perform in accordance with this bid.

**BIDDING AND AWARD**

Bids shall be submitted on the bid form attached. The City reserves the right to reject any and all bids and to award all or any part of these requirements to any bidder(s) which results in the best interest of the City.

**BILLING**

Contractor will bill the City after the work is complete. Invoices must provide details in line item form with a unit cost and extended cost of each line item and must include the City's purchase order number. All original invoices must be remit to: City of Galveston, Attention: Parks and Recreation Department, PO Box 779, Galveston, Texas 77553, and emailed to [jramirez@galvestontx.gov](mailto:jramirez@galvestontx.gov) and [accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov).

Bids that attempt to alter any of the enumerated provisions stated, within this specification documentation, may be determined as a non-responsive bid and may be subject to rejection.

*(The remainder of this page left intentionally blank.)*

*Note: These pictures do not depict the entire project. Project includes all tables, chairs, benches, bike racks and shade sail masts and mast components.*

*A site visit is recommended to have a more accurate estimate of the scope of the project.*





**COST SHEET**  
**IRFB# 20-IRFB-0002**

**Instructions:** Firm shall consider all incurred expenses and cost of services when filling out the cost sheet and include it in the final submittal.

**If this IRFB is over \$50,000, check below and email the cost sheet with no pricing to [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).**

**YES, IFB is over \$50,000**

See attached price response sheet

*(The remainder of this page left intentionally blank.)*

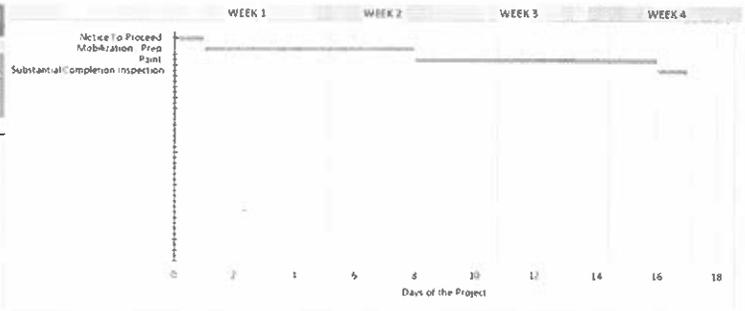
**COST SHEET**  
**IRFB# 20-IRFB-0002**

<b>Item</b>	<b>Description</b>	<b>Price</b>
Paint	Paint and all supplies associated with painting all amenities included in the scope	\$ 7,550.00
Labor	For all Painting and Preparation Services	\$ 23,414.00
	<b>TOTAL COST</b>	\$ 30,964.00

## JCR Construction Schedule

Project: Repaint Project

TASK NAME	START DATE	END DATE	START ON DAY	DURATION (WORK DAYS)	TEAM MEMBER	PERCENT COMPLETE
Notice To Proceed	2/27	2/27	0	1	JCR	0%
Mobilization Prep	2/28	3/5	1	7	JCR	0%
Paint	3/6	3/13	8	6	JCR	0%
Substantial Completion Inspection	3/14	3/14	15	1	JCR & CITY	0%





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2020

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 <b>Mayen Insurance Agency</b> 4017 S Texas Ave Bryan TX 77802	CONTACT NAME: <b>Jorge Mayen</b>	FAX (A/C, No): <b>979-320-6171</b>	
	PHONE (A/C, No, Ext): <b>979-260-3708</b>	E-MAIL ADDRESS: <b>jorge@mayenagency.com</b>	
INSURED <b>JCR Construction,</b> 21607 Park York Dr Katy, TX 77450	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	<b>Evanston Insurance Company</b>	
	INSURER B:	<b>National General Insurance</b>	
	INSURER C:	<b>Texas Mutual</b>	
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM DD,YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	3AA362229	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	2007340044	01/24/2020	01/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / N N / A	0002026304	01/25/2020	01/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The above policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder as well as a blanket waiver of subrogation endorsement both provided when there is a written contract between the named insured and certificate holder requiring such

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## 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. <b>JCR Construction</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>21607 Park York Dr</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Katy, TX 77450</b>	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																									
<b>Note.</b> 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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="3" style="text-align: center;">-</td> <td colspan="3"></td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">4</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">4</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> </tr> </table>	<b>Social security number</b>																		-			-						or									<b>Employer identification number</b>									8	3		-	3	1	4	3	1	4	2
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<b>Employer identification number</b>																																																									
8	3		-	3	1	4	3	1	4	2																																															

<b>Part II Certification</b>	
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.	
<b>Certification instructions.</b> 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.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>09/30/2019</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
JCR Construction  
Katy, TX United States

Certificate Number:  
2020-606786

Date Filed:  
04/13/2020

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City Of Galveston

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
COG-CON-20-054  
IRFB #20-IRFB-002 Seawall Fort Crockett Park Amenities Re-Paint

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.**

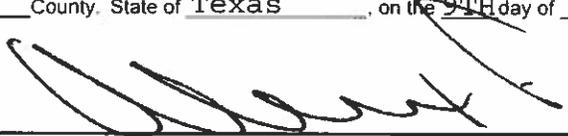
**6 UNSWORN DECLARATION**

My name is Alex Fuentes and my date of birth is 09/21/1980

My address is 21607 Park York Dr, Katy, TX, 77450, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 9TH day of April, 2020  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**DRAFT**  
**MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON**  
**REGULAR MEETING - MARCH 24, 2020**

3/24/2020 - 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 Mayor Yarbrough.**
4. PLEDGE OF ALLEGIANCE
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. Sexual Assault Awareness Month Proclamation
      - B. National Crime Victim's Rights Week Proclamation
      - C. Child Abuse Prevention and Awareness Month Proclamation
      - D. International Oleander Month Proclamation

**Proclamations were read by Assistant City Secretary Nellie De La Fuente.**

    4. Reminders regarding City Council events
    5. Reminders regarding community events
    6. Health and safety announcement
  - 6.B. The Investment Reports For Quarter Ended December 31, 2019 (M. Loftin)  
**The Investment Report was presented by Assistant City Manager Mike Loftin.**
  - 6.C. Presentation Of The FY 2019 Comprehensive Annual Financial Report  
**The FY2019 Comprehensive Annual Financial Report was presented by Assistant City Manager Mike Loftin and Auditor Chris Breaux.**
7. COMMUNICATIONS AND PETITIONS  
**Claims: 20-017 - James Nance; 20-018 - Cindy Paige; 20-019 - Tomas Ream; 20-020 - Anita**

**Williams; 20-021 - Janice Hutchins; 20-022 - Robert Miranday, Sr.; 20-023 - Matthew King; 20-024 - Gerald Irving; 20-025 - K-Yana Lawrence; 20-026 - James Claffy/Robert Orleanski; 20-027 - Alvin Cooper; 20-028 - Debopriyo Halder; 20-029 - Nasrolah Kamalie; 20-030 - Gilbert Fuentes.**

8. PUBLIC HEARINGS

- 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1212 19th Street And Legally Described As The South 47 Feet Of Lot 1 (1-1), Block 18, 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 20LC-009; Making Various Findings And Provisions Related To The Subject. (K. White)

**Ordinance No. 20-021 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened. No public comments were submitted electronically for this item. The public hearing was closed. Motion was made by MPT Brown, second by CM Collins, to approve the ordinance. Unanimously approved.**

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 4824 Austin Drive, As A "Galveston Landmark", Property Is Legally Described As Lot 8, Palm Gardens, A Suidivision, 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 20P-003; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

**Ordinance No. 20-022 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened. No public comments were submitted electronically for this item. The public hearing was closed. Motion was made by CM Hardcastle, second by MPT Brown, to approve the ordinance. Unanimously approved.**

9. PUBLIC COMMENT

**The following Public Comments were read by City Secretary Janelle Williams and Assistant City Secretary Nellie De La Fuente.**

**Requests to re-open the beaches - 117 comments; requests to keep the beaches closed - 6 comments; requests to re-open the golf courses - 12 comments; five comments related to short term rentals and hotels; 21 miscellaneous comments related to COVID-19; and three non COVID-19 comments related to street lights, dump trucks speeding on 53rd Street, and issues with the raising of FM 3005.**

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Declaring A State Of Disaster And Emergency In The City Of Galveston Related To The Emergence Of The Corona Virus/Covid 19; Confirming And Ratifying The Declaration Of The Local State Of Emergency Signed By The Mayor; Confirming And Ratifying The Order Issued By The Mayor For Related To Closure Of Public Entertainment Venues And To The Closure Of Bars And Restaurants In The City Of Galveston; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (Yarbrough)

**Ordinance No. 20-023 was read by caption. Motion was made by Mayor Yarbrough, second by CM Hardcastle, to approve the ordinance and adding language to Section 5 "in effect until 5:00 p.m. on April 3, 2020 unless extended or revoked by City Council". Unanimously approved.**

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Designated Hours For Early Voting By Providing For Early Voting On Saturday April 25, 2020; And Replacing An Early Voting Ballot Board Member, For The Election To Be Held In The City Of Galveston On The 2nd Day Of May; Making Other Provisions Of Fact And Providing For An Effective Date.  
**Motion was made by Mayor Yarbrough, second by Dr. Cole, to defer the ordinance with the concept of an extra election day being added by the Governor. Unanimously approved.**
- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Total Operating Budget For Fiscal Year Ending September 30, 2020, By Adjusting Various Budget Accounts In The Amount Of Two Million Three Hundred Fifty Three Thousand Six Hundred Seventy-Eight Dollars (\$2,353,678) To Adjust And Properly Record For Disbursement Of Approved Cola/Target Increases, Police Pay Reserve, Fire Pay Reserve, Group Health Reserve And Adjustments To Capital Outlay/Reserve Accounts; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)  
**Ordinance No. 20-024 was read by caption. Motion was made by CM Bly, second by CM Collins, to approve the ordinance. Unanimously approved.**
- 10.D. 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 Prohibition Consumption Areas In Regard To "Stewart Beach"; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Yarbrough)  
**Ordinance No. 20-025 was read by caption. Motion was made by Mayor Yarbrough, second by MPT Brown, to approve the ordinance. Unanimously approved.**
- 10.E. Consider For Approval An Ordinance Of The City Of Galveston Texas Amending The City Code Of The City Of Galveston 1982, As Amended Chapter 34 "Traffic", Article Iii, "Vehicle Operation" Section 34-59; Altering The Prima Facie Speed Limits Established For Vehicles Utilizing Fm 3005 Within The City Of Galveston Pursuant To The Provisions Of Texas Transportation Code § 545.356, Upon The Basis Of An Engineering And Traffic Investigation, Upon Certain Streets And Highways, Or Parts Thereof, Within The Corporate Limits Of The City Of Galveston As Set Out In This Ordinance; Amending City Code; Providing For Findings Of Fact Related Thereto; Providing A Penalty Of A Fine For The Violation Of This Ordinance In An Amount Not To Exceed That Allowed By State Law, And Providing For An Effective Date.  
**Ordinance No. 20-026 was read by caption. Motion was made by Dr. Cole, second by MPT Brown, to approve the ordinance. Unanimously approved.**
- 10.F. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Postponing The Municipal Election Of Many 2, 2020 Until November 3, 2020 Due To A Public Health Emergency; Preserving All Candidate Filings And Ballot Order Actions Already Taken; Providing For Holdover In Office Of Current Office Holders, Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date.  
**Ordinance No. 20-037 was read by caption. Motion was made by MPT Brown, second by Dr. Cole, to postpone the May 2, 2020 election to a date to be determined. 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 Collins, second by MPT Brown, to approve Consent Items 11A through 11M, and 11O through 11T. Unanimously approved.**

- 11.A. Consider For Approval Accepting The City Auditor's Office Memos On Fund Transfer (Consult-Park2020-2) And Beach Buddies Concessions (Consult-Park2020-3) For The Park Board. (G. Bulgherini).

- 11.B. 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.  
**Resolution No. 20-007**
- 11.C. Consider Approving The Renewal Of IGM Technologies Gravity Cloud-Based Solution Tool For Preparing The Comprehensive Annual Financial Report (CAFR). (M. Loftin)
- 11.D. Consider For Action Approval Of A Contract With Willdan Financial Services To Perform A Revenue Sufficiency Analysis For The City's Combined Utility System And Sanitation Enterprise Funds. Authorizing The City Manager To Execute All Documents Upon Approval From The City Attorney. (M. Loftin)
- 11.E. Consider For Approval Of A Mutual Aid Agreement Between The City Of Galveston And The Board Of Trustees Of The Galveston Wharves, For The Sharing Of Resources During Emergencies, For Better Coordination And Authorizing The City Manager To Sign The Agreement. (M. Morgan)
- 11.F. Consider For Approval The Annual Maintenance Support Agreement For The City's Public Works Asset And Maintenance Management System, VueWorks, To Data Transfer Solutions (DTS) In The Amount Of \$20,000. (H. Dean)
- 11.G. Consider For Approval The Renewal Of The Maintenance Agreement For City's Enterprise Phone To Presidio Networked Solutions, Inc. For The Amount Of \$18,233.38. (H. Dean)
- 11.H. Consider Approving Reimbursement To BFI For Repairs Needed At The Transfer Station In The Amount Of \$19,655.62. Funding Source Is The Sanitation Operating Budget. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (C. DeWitt)
- 11.I. Consider For Approval, The Purchase Of The Sewer Line Rapid Assessment Tool (SL-RAT) Inspection Equipment Through A Buy Board Contract From Dukes Root Control For \$26,430.00. (T. Pedraza)
- 11.J. Consider Approval Of Change Order #03 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 \$57,225.00 From The Amount Of \$1,407,652.00 To The Amount Of \$1,422,877.00 (A Cumulative Increase Of 7.93% From The Original Contract Sum). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)
- 11.K. Consider For Approval Of Change Order No. 4 To The Contract With LEM Construction Co., Inc., For The Airport Wastewater Treatment Plant Improvements Project, Increasing The Contract By \$36,966.38 From The Amount Of \$7,203,310.29 To A New Total Amount Of \$7,240,276.67 (A Cumulative Increase Of 6.6% From The Original Contract Sum) And Increasing The Contract Time By 90 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)
- 11.L. Consider For Approval Change Order No. 5 To The Contract With Main Lane Industries, Ltd., For The 45th Street Improvements From Broadway To Seawall Boulevard Project, Increasing The Contract By \$113,251.02 From The Amount Of \$10,526,323.33 To A New Total Amount Of \$10,639,574.35. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)
- 11.M. Consider For Approval Change Order #6 To The Contract With J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project, Increasing The Contract By \$38,277.00 (0.36%) From The Amount Of \$11,194,142.20 To The Amount Of \$11,232,419.20, And Extending The Contract Term By 59 Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

11.N. Consider For Approval An Amendment To The City Of Galveston Professional Contract With Lockwood, Andrews And Newnam, Inc. (LAN) For Additional Services In The Amount Of \$237,770.00 For Design And Engineering Of The Pirates Beach Wastewater Treatment Plant (WWTP) And Associated Facilities Reconstruction. (D. Anderson)

**This item was pulled from the Consent Items for a separate deliberation. Motion was made by Dr. Cole, second by Mayor Yarbrough, to approve the amendment. Unanimously approved.**

11.O. Consider Approval Of A Contract With Texas Gulf Construction Company, Inc. For Legas Drive Bulkhead (RFP #20-03) In The Amount Of \$661,800.72. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

11.P. Consider Approval Of A Contract With Wharton-Smith, Inc. For Construction Of The Airport Water Plant Expansion (RFP #20-01) In The Amount Of \$8,668,931.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

11.Q. Consider For Approval Minutes Of The February 27, 2020 Workshop And Regular Meeting. (J. Williams)

11.R. Receive And File The Following Documents:

11.S. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment (Skid Loader For MU Drainage) From ASCO Through HGAC Buy For A Total Price Of \$61,763.06 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

11.T. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock And Associated Equipment (Backhoe For MU Drainage) From Mustang CAT Through HGAC Buy For A Total Price Of \$126,063.61 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

## 12. ACTION ITEMS

12.A. Discuss And Consider For Action The Appointment Of Beverly West To The Position Of Assistant City Attorney On The Recommendation Of The City Attorney. (D. Glywasky)

**Motion was made by Mayor Yarbrough, second by CM Hardcastle, to appoint Beverly West to the position of Assistant City Attorney on the recommendation of City Attorney Donald Glywasky. Unanimously approved.**

12.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Supporting The Relocation Of The Battleship "Texas" To The City Of Galveston; Requesting That The Park Board Of Trustees Investigate Galveston As A Possible New Berth Location For The Battleship Texas; Authorizing The City Manager To Execute Those Documents Necessary In Regard To The Request; And Providing For Findings Of Fact And Providing For An Effective Date. (J. Listowski)

**Motion was made by CM Listowski, second by CM Hardcastle, to approve Resolution No. 20-008 with one amendment that the Park Board "continue to investigate" Galveston as a possible new berth location for the Battleship Texas. Unanimously approved.**

12.C. Resolutions - Mail-In Ballots (Cole/Yarbrough)

1. A Resolution Of The City Council Of The City Of Galveston, Texas Requesting The Governor Of Texas Expand Voting By Mail To Any Person In Order To Allow A More Accessible Option For All Voters; To Decrease In-Person Contact And Crowds At The Polls; To Address The Health Concerns Of The Covid 19 Virus Pandemic And The Upcoming May, 2020 Election; Authorizing The City Manager To Send This Resolution To The Governor And Any Other Requisite Entity; And Authorize The City Manager To Take Those Steps Necessary To Comply With Any Received Procedures Regarding This Request; Providing For Findings Of Fact And Providing For An Effective Date.

**Motion was made by Dr. Cole, second by CM Collins, to approve Resolution No. 20-009 with the amendment of replacing "May 2, 2020" to "the next municipal election". Unanimously approved.**

2. A Resolution Of The City Council Of The City Of Galveston, Texas Requesting The Governor Of Texas Suspend In-Person Voting At Voting Poll Locations, And Expand Voting By Mail To All Voters In Response To Decrease In-Person Contact Related To The Health Concerns Of The Covid 19 Virus Pandemic And The Upcoming May, 2020 Election; Authorizing The City Manager To Send This Resolution To The Governor And Any Other Requisite Entity; And Authorize The City Manager To Take Those Steps Necessary To Comply With Any Received Procedures Regarding This Request; Providing For Findings Of Fact And Providing For An Effective Date.

**Motion was made by Dr. Cole, second by CM Collins, to approve Resolution No. 20-010 with the amendment of replacing "May 2, 2020" to "the next municipal election". Unanimously approved.**

12.D. Discuss And Consider Appointments To The Following City Boards, Commission, And Committees: **Zoning Board of Adjustments and Appeals - Motion was made by CM Collins, second by MPT Brown, to move William Clement from the Alternate 1 Position to Position 1, and to move Alice Watford from Position 1 to Alternate Position 1. Unanimously approved.**

12.E. Discuss And Consider For Action Any Executive Session Item Listed On The Workshop Agenda Of March 24, 2020. (Legal)

1. City of Galveston vs Texas General Land Office - **No action.**

2. City of Galveston and Cardinal Construction vs Dannenbaum Engineering - **Motion was made by Mayor Yarbrough, second by MPT Brown, to move forward with joining Cardinal Construction in suing Dannenbaum Engineering and that we authorize city staff to sign the engagement letter with the attorneys. Unanimously approved.**

No. 20-CV-0249 Tom Thumb Nursery et al vs City of Galveston et al, In the 212th Judicial District Court of Galveston County - **Motion was made by Mayor Yarbrough, second by CM Hardcastle, that we answer suit and use in-house Legal for this case. Unanimously approved.**

The purchase, exchange, lease, or value of real property related to the City recycling center on 61st Street in Galveston

### 13. DISCUSSION ITEMS

13.A. Discuss The 2020 Community Development Block Grant (CDBG) And HOME Investment Partnerships (HOME) Proposed Objectives And Projects In The Amount Of CDBG \$1,214,844 And HOME \$275,681. (A. Law - 10 Minutes)

**Interim Director of Grants and Housing Alice Law provided information on the CDBG and HOME Investment Partnerships proposed objectives and projects. This item will be placed on the April regular meeting for final approval.**

13.B. Discuss The Creation Of A Recycling Ad Hoc Committee (Cole/Yarbrough - 15 Minutes)

**Dr. Cole suggested creating a citizen ad hoc committee to work with the recycling vendors to see what the market changes are, how its working, and how it could be streamlined to make the program as effective and efficient as possible. She would like to create the committee and April and appoint members. City staff will send City Council a copy of the report from the previous Recycling Ad Hoc Committee.**

13.C. Report Of City Council's Park Board Representative (Collins/Yarbrough - 10 Minutes)

**CM Collins thanked Brian Maxwell and Kelly de Shaun for their combined efforts during the COVID-19 pandemic. He reported that the next Park Board will be on April 2nd and will be held virtually.**

13.D. Update On Corona Virus/COVID-19 (B. Maxwell)

**City Manager Brian Maxwell reported that there are now 25 cases in Galveston. He reported**

that management has completed reconstruction of the essential employee list, and some employees will be working from home from this point forward. We are continuing to offer almost all city services, especially emergency services, taking all necessary steps to protect our first responders and other employees who have potential contamination hazards.

- 13.E. Discuss Additional Meetings As May Be Necessary To Discuss And Consider Items Related To The Current State Of Emergency Arising From The Corona Virus/COVID-19. (Yarbrough)

**The City Council will meet Friday, April 3rd at 2:00 p.m. Other meetings will be held on April 9th and April 16th.**

14. ADJOURNMENT

**The meeting was adjourned at 4:25 p.m.**

Janelle Williams, City Secretary

Date Approved:

DRAFT

**DRAFT**  
**MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON**  
**EXECUTIVE SESSION - MARCH 24, 2020**

3/24/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER  
**With a quorum present, the meeting was called to order at 11:02 a.m.**

2. ROLL CALL

**Present (via videoconference): Mayor James Yarbrough, Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member John Listowski, and Council Member Dr. Jackie Cole.**

**Present (in person): Council Member Jason Hardcastle.**

3. EXECUTIVE SESSION

**The City Council convened into Executive Session at 11:05 a.m. and reconvened into Open Session at 12:02 p.m. No action was taken during Executive Session.**

- 3.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:
  - 3.A.1. City Of Galveston Vs Texas General Land Office
  - 3.A.2. City Of Galveston And Cardinal Construction Vs Dannenbaum Engineering
  - 3.A.3. No. 20-CV-0249 Tom Thumb Nursery Et Al Vs City Of Galveston Et Al, In The 212th Judicial District Court Of Galveston County
- 3.B. Pursuant To Tex Govt Code 551.072 City Council Will Conduct A Closed Meeting To Deliberate The Purchase, Exchange, Lease, Or Value Of Real Property Related To The City Recycling Center On 61st Street In Galveston.

4. ADJOURNMENT

**The meeting was adjourned at 12:03 p.m.**

Janelle Williams, City Secretary

Date Approved:

**DRAFT**  
**MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON**  
**SPECIAL MEETING - APRIL 3, 2020**

4/3/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER  
**With a quorum present, the meeting was called to order at 2:07 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. PUBLIC COMMENT

**Agenda Items - a total of 164 comments were received. 161 comments are related to COVID-19 with the following breakdown; 117 comments are in favor of opening the beaches; six comments are in favor of keeping the beaches closed; 12 comments are in favor of opening the golf courses; two comments are in favor of keeping short term rentals closed; two comments are in favor of reopening short term rentals closed; one comment is a request for an exemption to the order of closing charter boat operations; 21 general comments related to COVID-19.**

**Non-Agenda Items - three comments were received related to the need for more street lights on Seawall and Broadway, issues with raising FM 3005, and dump trucks speeding down 53rd Street.**

4. ACTION ITEMS

- 4.A. An Ordinance Extending The Provisions Of City Ordinance 20-023

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Extending The Provisions Of City Ordinance 20-023 Declaring A State Of Disaster And Emergency In The City Of Galveston Related To The Emergence Of The Corona Virus/COVID 19 And The Emergency Orders As Detailed In That Ordinance; Ratifying The Amendment To The Declaration Of A State Of Disaster And Emergency In The City Of Galveston; Confirming The Orders Issued By The Mayor Subsequent To The Passage Of Ordinance 20-023 Related To Closing The Public Beaches In The City Of Galveston; Closing Beach Access Points West Of The Western Terminus Of The Galveston Seawall; Amending The Mandated Closure Of Short Term Rental Facilities And Closing Bed And Breakfast Facilities And Hotels Operating In The City; Requiring Minimum Stays For Recreational Vehicles At RV Parks In The City And Prohibiting Parking Of RVs In City Parks And Commercial Parking Lots; And Granting City Staff Authority To Suspend Building And Flood Plain Regulations At Galveston Scholes Field; Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date.

**Ordinance No. 20-028 was read by caption. Motion was made by MPT Brown, second by CM Collins, to approve the ordinance, extending the provisions of City Ordinance No. 20-023 until April 30, 2020. All orders will be placed on each City Council agenda for the duration of the COVID-19 pandemic. Unanimously approved.**

- 4.A.1. Declaration Of A Local State Of Disaster Related To The Emergence Of Corona Virus/COVID-19; And Amended Declaration Of A Local State Of Disaster And Emergency Related To The Emergence Of Corona Virus/COVID-19
- 4.A.2. Order Closing Entertainment Venues Operating On Galveston Island Issued By The Mayor Of The City Of Galveston

- 4.A.3. Order Closing Restaurants And Bars In The City Of Galveston Issued By The Mayor Of The City Of Galveston
- 4.A.4. Order Prohibiting Consumption Of Food Within One Hundred Feet Of A Take Out Food Establishments In The City Of Galveston Issued By The Mayor Of Galveston
- 4.A.5. Order Closing Guided Tours Operating On Galveston Island Issued By The Mayor Of The City Of Galveston
- 4.A.6. Order Suspending Licenses To Use For The Placement Of Tables, Benches And Chairs In The Public Right Of Way In The City Of Galveston Issued By The Mayor Of Galveston
- 4.A.7. Order Prohibiting Operation Of Electronic Amusement Games Issued By The Mayor Of The City Of Galveston
- 4.A.8. Order Mandating Closure Of Commercial Fishing Pier And Charter Boat Operations In The City Of Galveston Issued By The Mayor Of Galveston
- 4.A.9. Order Mandating That Citizens Stay In Place In Their Residence, Making Exceptions For Those Engaged In Essential Activities, Business Or Governmental Operations In The City Of Galveston Issued By The Mayor Of Galveston
- 4.A.10. Order Mandating Closure Of Short Term Rental Facilities In The City Of Galveston Issued By The Mayor Of Galveston
- 4.A.11. Order Closing Public Beaches In The City Of Galveston Issued By The Mayor Of The City Of Galveston
- 4.A.12. Order Prohibiting Vehicular Traffic On Certain Beaches And Closing Certain Beach Access Points Issued By The Mayor Of Galveston
- 4.A.13. Order Closing Public Beach Access Points West Of The Western Terminus Of The Seawall In The City Of Galveston Issued By The Mayor Of The City Of Galveston
- 4.A.14. Amended Order Mandating Closure Of Short-Term Rental Facilities In The City Of Galveston Issued By The Mayor Of Galveston
- 4.A.15. Order Closing Bed And Breakfast Facilities And Hotels Operating In The City Of Galveston Issued By The Mayor Of The City Of Galveston
- 4.A.16. Order Requiring A Minimum Period Of Stay For Recreational Vehicles In Rv Parks Operating Within The City Of Galveston And Prohibiting The Parking Of Recreational Vehicles In Any Public Park Or Commercial Parking Lot In The City Of Galveston Issued By The Mayor Of The City Of Galveston
- 4.A.17. Order Granting City Staff Authority To Suspend The Application Of Building Code And Flood Plain Regulations At The Galveston Scholes Field So As To Allow The Temporary Construction And Placement Of Temporary COVID 19 Screening Facilities By PHI Aviation LLC For The Screening Of Its Employees, Passengers And Customers Using The Airport Leasehold Facilities Issued By The Mayor Of The City Of Galveston

## 5. DISCUSSION ITEMS

- 5.A. Update On Corona Virus/COVID-19

**City Manager Brian Maxwell provided an update on COVID-19. He reported that we are**

starting to bring people back from working at home; the new Public Works facility is opening under a temporary certificate of occupancy so we can spread people out; we are splitting up crews, staggering shirts, and limiting the number of people in close contact with each other as much as possible; we continue to have meetings with the Health Authority and Dr. Raimer; UTMB has developed an antibody test that may be available next week; UTMB is the recipient of some rapid testing machines and have made some great progress on pharmaceuticals for the virus; we are standing up some of the mill and overlay crews and all capital construction projects are moving forward. He thanked Dr. Keiser and the Health District as well as Dr. Raimer and UTMB for being great partners during this pandemic.

Mayor Yarbrough reported that he and the City Manager are on daily calls with Dr. Keiser and Dr. Raimer which are very beneficial. They are also on periodic calls with the Port of Galveston as it relates to cruise ship activity. The ships don't have any passengers on board but they do have crews on them. There are six ships that are coming through the Port of Galveston with 6,000 total crew members. One fear is that a large number of the crews could test positive. This could destroy the ability of to service our local folks with access to healthcare and healthcare providers. They are meeting three times a week with the Port. They are meeting with local partners UTMB, Texas A&M, County Health District, Texas Division of Emergency Management, GEDP, Park Board, and the Port of Galveston to share information, updates, changes and strategies. They have daily conference calls with the County all other cities in the County, and a statewide call every afternoon to get an update on what state actions are being taken. He wants the public to know they are reaching out and getting information from every source they can, and will continue to do that for however long it takes. He commended the Council and the management team for their efforts during this pandemic. Additional meetings will be held on April t, April t, and April rd at 1:15 p.m.

6. ADJOURNMENT

The meeting was adjourned at 3:22 p.m.

Janelle Williams, City Secretary  
Date Approved:

**DRAFT**  
**MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON**  
**SPECIAL MEETING - APRIL 9, 2020**

4/9/2020 - 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 (via videoconference): 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. PUBLIC COMMENT

**Agenda Items - a total of 36 comments were received, all related to COVID-19, with the following breakdown: 19 comments are in favor of opening the beaches; 3 comments are in favor of keeping the beaches closed; 1 comment is against closing state parks, city parks, and beaches; 1 comment is in regards to why Jamaica Beach is still open; 1 comment is in favor of opening the golf courses; 1 comment is related to rephrasing the short term rental ordinance; 2 comments are related to non full-time beach house owners continuing to travel to Galveston on the weekends; 1 comment is related to hotel closures and utility bill assistance for hoteliers; 1 comment is a question about bringing non-essential city employees back to work; 1 comment is in favor of a causeway checkpoint; 1 comment is in favor of keeping all emergency orders in place until at least April 30; 2 comments are related to infected people not following quarantine requirements and going into public places; and 2 comments are related to COVID-19 closures and the effect on the local economy.**

4. DISCUSSION ITEMS

4.A. Update On Corona Virus/COVID-19 (B. Maxwell)

**City Manager Brian Maxwell provided the following update: TML has provided information on golf course closures; drive-thru testing is set up in Texas City and may start in Galveston next week at the Justice Center and/or Fire Station #5; we should have a good idea of how long restrictions will last by the end of the month; Island Transit received a \$4 million grant with zero local match; and the city is being allocated \$700,000 CDBG small business money. Staff will provide Council with a list of city restrictions above and beyond the state and county.**

5. ACTION ITEMS

5.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas; Adopting The Texas Governor's Definition Of Essential Services Set Out In His Executive Order Ga 14 Issued On March 31, 2022; Modifying Certain Emergency Orders Ratified By City Council In Ordinance 20-28; Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date.

**Ordinance No. 20-029 was read by caption. Motion was made by MPT Brown, second by Dr. Cole, to approve the ordinance. Unanimously approved.**

6. ADJOURNMENT

**The meeting was adjourned at 2:14 p.m.**

Janelle Williams, City Secretary

Date Approved:

**DRAFT**  
**MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON**  
**SPECIAL MEETING - APRIL 16, 2020**

4/16/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER  
With a quorum present, the meeting was called to order at 1:20 p.m.

2. ROLL CALL

**Present (via videoconference): 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. PUBLIC COMMENT

**Agenda Items - a total of 61 comments were received. 60 comments are related to COVID-19 with the following breakdown: 29 comments are in favor of opening the beaches; five comments are in favor of keeping the beaches closed; one comment is asking that you open Seawolf Park for Galveston residents; two comments are in favor of opening the golf courses; one comment is a request to add timeshares to the short term rental ordinance; one comment is a request to allow limited access to the ocean for surfing; seven comments are in favor of re-opening the businesses; one comment requests that you resist the urge to re-open too early; one comment is in favor of closing the causeway and points of entry; one comment is a question about the city's plan to deter tourists from entering the island; one comment is in favor of keeping the stay at home order in place until at least April 30; two comments are related to enforcement of the ordinances in effect; one comment is a question about testing sites for the virus and the antibodies; one comment is against quarantining healthy people; one comment is related to monitoring the wastewater for COVID-19; one comment is a request for more port-a-potties on the Seawall; one comment is related to the modified bus routes; one comment is related to the resurgence of a second corona wave; one comment is related to imposing additional restrictions at grocery stores; and one comment is a request for a financial update at the next meeting. Non-Agenda Items - one comment was related to water service.**

4. DISCUSSION ITEMS

- 4.A. Update On Corona Virus/COVID-19 (B. Maxwell)

**City Manager Brian Maxwell provided the following update: we continue to have our daily calls with UTMB and the Health District; today was the first day we stood up testing on the Island for anyone that wants to have testing done at Fire Station #5; they had over 790 calls for testing and they are completed booked up through Saturday; they are going to be opening up a third site in League City next week; they have done over 5,000 tests as of yesterday which is 10% of the population; long-term plans for the Health District will be moving towards a more traditional testing sites; yesterday was the first day both UTMB and the Health District reported single digit positives which means the numbers are starting to trend down for the County; he met with the restaurateurs yesterday about how opening up will look like; the next phase will depend on Houston, they hit their highest numbers today and have not peaked yet; next week he will bring some planning for the next phase which come in the first week of May; we are not going to do make any rash decisions or do anything to put people in harm's way; we do recognize that we need to start doing some things here locally that will help but before we start opening up the beaches and other things we need to make sure we know what Houston is doing; we need Houston in order to make a lot of the economic wheels**

to turn here; we continue to struggle with the crews on the cruise ships, they are trying to bring down the crews to skeleton levels, and a couple tested positive; Carnival originally planned to bring some crews here but have decided to do a direct route and avoid Galveston altogether.

Discussion was held regarding how many hospital beds are dedicated for COVID-19, the testing turnaround, what the re-entry plans looks like, whether short term rentals should take reservations for May and June, possible direction from the Governor on a regional approach, dedicating city resources to train on tracing the virus, and loosening some of the restrictions today versus waiting next week for a more ordered plan.

5. ACTION ITEMS

- 5.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas; Modifying Certain Emergency Orders Ratified By City Council In Ordinance 20-28; Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date.  
**Motion was made by MPT Brown, second by CM Bly, to defer action on the ordinance. Unanimously approved by those present.**

6. ADJOURNMENT

**The meeting was adjourned at 2:28 p.m.**

Janelle Williams, City Secretary  
Date Approved:

DRAFT

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDS FROM THE MOODY ENDOWMENT FOR THE PURCHASE OF PERSONAL PROTECTION EQUIPMENT FOR FIRST RESPONDERS, DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATING TO THE GRANT; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THE RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Galveston has a need for Personal Protection Equipment for the its first responders within the City; and

**WHEREAS**, the Moody Endowment has generously awarded a grant to the City of Galveston in the amount of \$100,000 for such a purchase; and

**WHEREAS**, the City Council must accept that grant on behalf of the City and authorize the City Manager to execute all associated documents for the receipt of those funds; and

**WHEREAS**, the City Council further wishes to express its thanks to the Moody Endowment for their assistance in these difficult times.

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

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

**SECTION 2.** The grant of \$100,000 to the City of Galveston by the Moody Endowment is accepted with the thanks of the City Council.

**SECTION 3.** The City Council of the City of Galveston, Texas, hereby authorizes the City Manager to execute all contracts and agreements with the Moody Endowment to finalize acceptance of the grant upon final approval by the City Attorney.

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

**SECTION 5.** This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

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DONALD S. GLYWASKY  
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, Texas, 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, Texas, at its regular meeting held on the \_\_\_ day of April 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 \_\_\_\_\_, 20\_\_\_\_.

---

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

## GRANT CONTRACT

LIME 19010

This Agreement (the "**Agreement**") is executed and made effective this \_\_\_\_ day of April, 2020, by and between The Moody Endowment (the "**Endowment**") and the City of Galveston, Texas (the "**City**").

### RECITALS

The following recitals are a part of and form the basis for this Agreement:

A. The Endowment is a 501(c)(3) non-profit entity under the Internal Revenue Code of 1986, as amended (the "**Code**").

B. The City is duly incorporated municipal corporation of the State of Texas and, as such, is a public charity as defined by the Code.

C. In connection with its response to the COVID-19 pandemic, the City requested a \$100,000.00 cash grant from the Endowment to purchase a 30-day supply of Personal Protection Equipment ("PPE"), including masks, gloves and gowns, for the City's first responders.

D. Pursuant to the approval of the Board of Directors of the Endowment on April 23, 2020, the Endowment desires to make a cash grant in the amount of \$100,000.00 to the City exclusively for the charitable purposes set forth herein.

E. The Endowment desires to insure that the City will use all cash so granted exclusively for the charitable purposes as set forth herein.

### AGREEMENT

NOW, THEREFORE, the parties hereto enter into this Agreement for the consideration and upon the terms expressed herein:

1. Cash Grant Subject to this Agreement. The Endowment agrees to make the following grant (the "**Grant**") to the City, which shall be used exclusively for the charitable purposes set forth in Section 2 of this Agreement and which shall be subject to the terms of this Agreement:

Grant Number:	LIME 19010
Date Approved:	April 23, 2020
Amount:	\$100,000.00

2. Purpose of the Grant. The purpose of the Grant is to fund \$100,000.00 toward the purchase of a 30-day supply of PPE for the City's first responders, as more detailed in the City's April 22<sup>nd</sup> email delivered to the Endowment (the "**Grant Application**").

3. Specific Conditions of Grant. As specific conditions of this Grant, the City agrees to use all Grant Funds exclusively for the purposes defined in Section 2 of this Agreement.

4. Public Announcements. Each party may release information regarding the Grant to the press and news media; provided, however, the City agrees to furnish the Endowment with copies of all news releases and any other published material, pictures, etc. which may develop in connection with the Grant.

5. Performance and Governing Law. This Agreement shall be performed in Galveston County, Texas and shall be construed and enforced in accordance with the laws of the United States of America and the State of Texas.

6. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by all of the parties to this Agreement.

7. Conflict. In the event of any conflict between the terms of this Agreement and the terms of any grant contract or other agreement or understanding between the parties relating to the Grant, the terms of this Agreement shall control.

8. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

**THE MOODY ENDOWMENT**

**THE CITY OF GALVESTON**

By: \_\_\_\_\_  
Stefan Stamoulis, President

By: \_\_\_\_\_  
Brian Maxwell, City Manager



# City of Galveston

## DEPARTMENT OF DISASTER RECOVERY

Tesa Wroblewski, FEMA Public Assistance Program Manager  
[twroblewski@galvestontx.gov](mailto:twroblewski@galvestontx.gov) | Office Number: (409) 797-3517 | [www.galvestontx.gov](http://www.galvestontx.gov)

April 24, 2020

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

From: Tesa Wroblewski, FEMA Public Assistance Program Manger

Re: Consider for acceptance a grant award from the Moody Foundation for the purchase of a 30-day supply of Personal Protective Equipment for the City's first responders, and authorize the City Manager to sign all necessary documents upon final approval by the City Attorney.

### I. Background

- A. The City is currently responding to the COVID-19 pandemic that has resulted in a threat to the Public Health and Safety wellbeing of our first responders.
- B. The COVID-19 pandemic has left the City with a shortfall in much needed Personal Protective Equipment (PPE) for first responders.
- C. The City Requested funding from the Moody Foundation for assistance in the form of grant funding for the purchase of PPE for first responders.

### II. Current Situation

- A. The Moody Foundation has awarded the City a grant for \$100,000 for the purchase of a 30-day supply of PPE for first responders.
- B. City Council needs to accept the grant and authorize the City Manager to sign all necessary documents related to the grant.

### III. Issues

1. Cost – The Moody grant award for \$100,000 will enable the City to purchase much needed PPE equipment for first responders to provide protection against COVID-19.
2. Timing – The timing is immediate.
3. Impact or ramifications – The Moody grant will enable the City to purchase vital emergency PPE for first responders.

### IV. Alternatives in order of priority

1. Accept the Moody Foundation grant award for \$100,000 for PPE for first responders.
2. Do not accept the Moody Foundation grant for \$100,000 for PPE for first responders.





# City of Galveston

## DEPARTMENT OF DISASTER RECOVERY

Tesa Wroblewski, FEMA Public Assistance Program Manager  
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### V. Recommendation

Staff recommends acceptance of the Moody Foundation grant for the purchase of \$100,000 of a 30-day supply of PPE for City's first responders and authorize the City Manager to sign all necessary documents upon final approval by the City Attorney.

### VI. Fiscal Impact Report

Requested by: Tesa Wroblewski, FEMA Public Assistance Program Manager

Funding Source: Moody Foundation Grant for \$100,000

Respectfully Submitted,

Tesa Wroblewski  
FEMA Public Assistance Program Manager

Approved,

\_\_\_\_\_  
Brian Maxwell  
City Manager



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY OF GALVESTON DENYING TEXAS GAS SERVICE COMPANY'S REQUESTED RATE INCREASE; REQUIRING THE COMPANY TO REIMBURSE THE CITY'S REASONABLE RATEMAKING 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 THE CITY'S LEGAL COUNSEL**

WHEREAS, the City of Galveston, Texas ("City") is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc., ("TGS" or "Company"), and is a regulatory authority under the Gas Utility Regulatory Act ("GURA"), and under Chapter 104, § 104.001 et seq. of GURA has exclusive original jurisdiction over TGS's rates, operations, and services within the City; and

WHEREAS, the City cooperated with a coalition of similarly situated cities served by the Company that have joined together to facilitate the review and response to natural gas issues affecting rates charged in TGS's Central Texas Service Area and Gulf Coast Service Area ("CTSA Cities" and "GCSA Cities"); and

WHEREAS, on or about December 20, 2019, the Company filed a Statement of Intent with the City to increase rates in all municipalities exercising original jurisdiction within the City of Beaumont, the Central Texas Service Area, and the Gulf Coast Service Area by \$15,670,445, and to consolidate these Service Areas into the proposed Central-Gulf Coast Service Area; and

WHEREAS, TGS proposed February 6, 2020 as the effective date for its requested increase in rates; and

WHEREAS, the City passed resolution No. 20-001 to suspend the effective date of TGS's requested rate increase for the maximum period allowed by law, until May 6, 2020; and

WHEREAS, the CTSA Cities and GCSA Cities hired and directed legal counsel and consultants to prepare a common response to the Company's requested system-wide rate increase and proposed consolidation of service areas, which resulted in a conclusion that TGS's rates are not reasonable, the proposed consolidation of services areas is not reasonable, and a recommendation that the rate request and consolidation be denied; and

WHEREAS, the GURA § 103.022 provides that costs incurred by CTSA Cities and GCSA Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the rates proposed by TGS to be recovered through its gas rates charged to customers located within the City limits are hereby found to be unreasonable and shall be denied.

2. That the Company shall continue to charge its existing rates to customers within the City and that said existing rates are reasonable.

3. That the City's reasonable rate case expenses shall be reimbursed by the Company.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to 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).

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

MEMORANDUM

TO: Members of City Council  
FROM: Donald Glywasky, City Attorney  
DATE: April 1, 2020  
RE: Texas Gas Service rate hike request

Please accept this memorandum as your staff report in support of the Resolution Denying Texas Gas Service’s Requested Rate Increase.

The following report has largely been prepared by our utility Counsel, Tom Brocato and this is to relate his wisdom to you.

**PURPOSE:**

On 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 its Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the City of Beaumont, the Central Texas Service Area (CTSA), and Gulf Coast Service Area (GCSA) and to consolidate these Service Areas into the proposed Central-Gulf Coast Service Area, effective February 6, 2020.

In a prior City action with the passage of Resolution 20-001, TGS’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law, until May 6, 2020. This time period has permitted the City of Galveston, through its participation in the CTSA Cities and GCSA Cities, to determine that the proposed rate increase and consolidation are unreasonable. Consistent with the recommendations of experts engaged by CTSA Cities and GCSA Cities, TGS’s request for a rate increase and consolidation of service areas should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by TGS.

**Explanation of “Be It Resolved” Sections:**

Section 1. This section finds that the Company’s application is unreasonable and should be denied.

Section 2. This section requires TGS to maintain its existing rates within the City.

Section 3. This section states that City's reasonable rate case expenses, through the CTSA Cities and GCSA Cities, shall be reimbursed by TGS within 30 days of presentation of an invoice to TGS.

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

Section 5. This section provides that the City will notify counsel for TGS and counsel for CTSA Cities and GCSA Cities of the City's action by sending a copy of the approved and signed Resolution to each counsel.

**RECOMMENDATION:**

It is my recommendation that the City Council of Galveston pass the Resolution to allow the challenge to the TGS rate filing to continue. Each city must pass a Resolution; failure to pass one will allow the TGS increase to take effect as to Galveston.

This Resolution must be passed by