

Alternatives:

1. Approve this request and authorize Staff to begin the engineering design phase of the Seawolf Park WWTP project for the city.
2. Instruct Staff to seek out another firm to prepare the engineering design for the city and delay this project.

Staff Recommendation:

Staff recommends approving the professional services contract with AWC to prepare the engineering design for the Seawolf Park WWTP for the City of Galveston.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'R. Winiecke', is written over a horizontal line.

Robert Winiecke, P.E., CFM
Director of Infrastructure and Engineering

Attachments:

Contract # COG-CON-25-319
Pre-Qualified Engineer's List



City of Galveston

Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | www.galvestontx.gov

1/29/2025

Arceneaux Wilson & Cole LLC
3120 Central Mall Drive
Port Arthur, Texas, 77642
keith.zotzky@awceng.com

RE: IDIQ

Dear Sir/Madam:

The City of Galveston is pleased to inform you that your company has been selected to receive a contract for the above item. No contract is awarded until such time as approved by the City Council of the City of Galveston. Staff anticipates the City of Galveston Council to approve the award on 2/20/2025. This is a multi vendor award contract and payment will be made by a purchase order issued by the City of Galveston. The City appreciates the time and effort given to your solicitation.

The State of Texas adopted a required form through House Bill 1295. It is called the Disclosure of Interested Parties – Form 1295. It is required for all of our vendors with contracts of at least \$1,000,000.00 or that have gone before and been approved by Galveston's City Council. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm to fill out the required document. You will need to print, sign, as an unsworn declaration, before filing with the City.

Your contract number from the City of Galveston is COG-CON-25-319; you will need this number when filling out the form online. Please include the following documents with your signed and notarized contract: completed Form 1295, and Certificate of Insurance, naming the City of Galveston as the additional insured. Return all originals to the address above, or you may scan a color copy of the documents listed above to purchasing@galvestontx.gov, no later than 5 business days. Please contact us if you have any questions.

Sincerely,

Michael Caruso – CTCD
Purchasing Manager
Finance Department - Purchasing



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (the "Agreement") is made and entered into this 20th day of February 2025, by and between:

The Owner: **City of Galveston ("CITY" or "Owner")**
823 Rosenberg Street
Galveston, Texas 77550

and

The Service Provider: **Arceneaux Wilson & Cole LLC ("Service Provider")**
3120 Central Mall Drive
Port Arthur, TX 77642

for

The Project: RFQ 22-03 IDIQ
Engineering Services for Seawolf Park Wastewater Treatment Plant

The Owner and the Service Provider agree as follows:

1. SERVICE PROVIDER SERVICES

The Service Provider agrees to perform the services specifically described in Exhibit 1 (and any applicable exhibits attached herein), and all other professional services reasonably inferable from Exhibit 1 (and any applicable exhibits attached herein), and necessary for complete performance of the Service Provider's obligations under this Agreement. To the extent of any conflict between the terms in Exhibit 1 (and any applicable exhibits attached herein), and this Agreement, the terms of this Agreement shall prevail.

2. TERM:

Agreement shall be effective upon execution by the Owner for three (3) years, unless sooner terminated under the terms set forth herein.

3. COMPENSATION

The Service Provider compensation for professional services shall be as described in Exhibit 1.

The City shall not be responsible for payment to the Service Provider for any additional services or expenses, except upon an agreement for additional services.

Prior to commencing any additional service, the Service Provider shall prepare an additional proposal detailing the scope of the additional services and the proposed fee for those services. The Service Provider shall proceed to perform additional services only after written acceptance of the additional service and fee by Owner.

Each additional service accepted by Owner and performed by the Service Provider shall become part of this agreement and shall be subject to all the terms and conditions of this agreement.

4. SERVICE PROVIDER RESPONSIBILITIES

The Service Provider agrees and acknowledges that Owner is entering into this Agreement in reliance on the Service Provider's represented professional abilities with respect to performing professional services, duties, and obligations under this Agreement.

The Service Provider shall perform its Services:

- (1) Standard of Care - with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
- (2) Expeditiously in accordance with the usual and customary professional standards of care, skill and diligence consistent with good engineering practices for firms in Texas that provide professional design services for projects that are similar in size, and scope, to the Project, and
- (3) in compliance with all applicable federal, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

The Service Provider agrees and acknowledges that there are no obligations, commitments, or impediments of any kind known to the Service Provider that will limit or prevent performance by the Service provider of its services. Also, the Service Provider shall not engage in any activity that would reasonably appear to compromise the Service Provider's professional standard of care.

The Service Provider hereby agrees to correct, at its own cost, any of its services, and the services of its consultants, that do not meet the standard of care.

The Service Provider shall at all times provide sufficient personnel to accomplish all services in a timely manner. The Service Provider shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of the Service Provider's obligations under this Agreement.

The Service Provider shall designate a representative primarily responsible for Services under this Agreement. The designated representative shall act on behalf of the Service Provider with respect to all phases of the Service Provider's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

Services shall be accurate and free from material errors or omissions. The Service Provider shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by the Service Provider without any additional cost or expense to Owner.

The Service Provider shall furnish all the respective executed Appendices as required in Exhibit 3.

5. THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Service Provider with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Service Provider and as reasonably necessary for the completion of services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required. The Service Provider shall provide prompt written notice to the Owner if the Service Provider becomes aware of any error, omission or inconsistency in the information provided.

Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Service Provider by the Owner and its agencies. The Owner and its agencies will cooperate with the Service Provider in every way possible to facilitate the performance of the work described in the Agreement.

The Owner will review the Service Provider's drawings, specifications and other documents of service produced by the Service Provider (collectively the "Design Documents") in the performance of its obligations under this agreement as required. Owner will notify the Service Provider of any design fault or defect in services or Design Documents of which Owner becomes aware.

The Owner designates Robert Winiecke P.E. as its representative authorized to act in the Owner's behalf with respect to the Project. The Service Provider designates Keith Zotzky P.E., as it representative authorized to act in the Service Provider's behalf with respect to the Project. Any change or addition of representative of either party shall be provided to the other in writing.

6. INDEPENDENT CONTRACTOR

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

7. PAYMENTS TO SERVICE PROVIDER

The Service Provider shall present monthly Applications for Payment to the Owner detailing the Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, the Service Provider shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify the Service Provider whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay the Service Provider for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due to the Service Provider such sums as are necessary to protect Owner against any loss or damage which may result from negligence by the Service Provider or failure of the Service Provider to perform its obligations under this Agreement.

8. DIRECT SALARY EXPENSE

Direct Salary Expense ("DSE") is defined as the actual salaries of the Service Provider's personnel directly engaged on the Project, expressed on an hourly wage basis prior to deductions for employment taxes and employee-paid benefits. DSE shall not include the costs of mandatory and customary employer provided contributions and employee benefits, overhead expenses or profit relating to the Project. Any multiplier applied to the DSE shall be for the purpose of covering all employer provided contributions and employee benefits, overhead expenses, and profits.

Prior to commencing Services, Service Provider shall identify all personnel who will be assigned to the Project along with their titles and DSE hourly wage. Refer to Exhibit 2.

9. ACCOUNTING RECORDS

Records of the Service Provider's costs, reimbursable expenses pertaining to the Project, and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs the Service Provider in writing. The Service Provider's records shall be kept in generally accepted accounting principles.

10. OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by the Service Provider as instruments of service are and shall remain the property of the Owner whether the Project for which they are created is executed or not. The Service Provider shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Project.

The Owner shall have an irrevocable, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Service Provider.

Except for such license(s) granted herein, no other license or right shall be deemed granted or implied under this agreement.

In the event the Owner uses the instruments of service without the participation of the Service Provider, the Owner releases the Service Provider from all claims and causes of action arising from such uses. Any unauthorized use of the instruments of service shall be at the Owner's sole risk.

11. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.

12. DISPUTE RESOLUTION

Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the Owner's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by the Service Provider, in whole or in part. Owner and Service Provider agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, 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.

13. TERMINATION FOR CAUSE

If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Service Provider under this Agreement shall, at the option of the Owner, become property of the Owner and the Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Service Provider shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Service Provider, and the Owner may withhold any payments to the Service Provider for the purpose of set-off until such time as the exact amount of damages due the Owner from the Service Provider is determined.

14. TERMINATION FOR CONVENIENCE

The Owner may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Service Provider. In the event of termination not the fault of the Service Provider, the Service Provider shall be entitled to compensation for all services satisfactorily performed to the termination date provided the Service Provider delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Service Provider prior to termination. If this Agreement is terminated due to the fault of the Service Provider, paragraphs relative thereto shall apply.

15. INSURANCE

15.01 Insurance Coverage. The Service Provider, consistent with its status as an independent contractor, will carry and will cause its consultants to also carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of B+ or better, and in amounts not less than the minimum limits of coverage described below. The costs of such insurance will be at the expense of the Service Provider.

*** If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial Liability Policy.

15.01.01 Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying the existence of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by the Service Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The City of Galveston, as Additional Insured for activities arising out of this Agreement on an ISO (CG 20 10 0704) or equivalent form. Workers compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of The City of Galveston. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

15.01.02 Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

15.01.03 Service Provider is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

15.01.04 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following Owner contact.

City of Galveston
ATTN: Purchasing Contract Administrator
823 Rosenberg Street
Galveston, Texas 77550
Email: Purchasing@Galvestontx.gov

Service Provider is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to Owner upon request.

15.01.05 The insurance policies required in this Agreement will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to the Service Provider by Owner;

Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted by Owner in writing.

Professional Liability insurance (errors and omissions) shall be maintained in accordance with Section 13.01 a).

15.01.06 If Owner is damaged by failure of Service Provider (or consultant) to maintain insurance as required herein, then Service Provider shall bear all reasonable costs properly attributable to that failure.

16. INDEMNITY

FOR CONSIDERATION RECEIVED, The Service Provider shall, to the extent allowable, indemnify, save and hold OWNER of Galveston harmless, including OWNER'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 the Service Provider or those acting under The Service Provider's supervision or control. The Service Provider 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 OWNER. Service Provider shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless OWNER 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.

17. ASSIGNABILITY

Service Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

18. VENUE, GOVERNING LAW

This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

19. WAIVER

A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

20. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

21. PROPRIETARY INTERESTS

All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by the Service Provider in the performance of services for Owner, which is not generally known to the public, shall be confidential and Service Provider shall not disclose any such confidential information, unless required by law. The Service Provider shall

not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

22. MODIFICATION

No change in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

23. 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, Pandemic, 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.

24. REPORTS AND INFORMATION

The Service Provider, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

25. NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted via certified United States mail, return receipt requested, facsimile or electronic delivery, or by private delivery service and shall be addressed as follows or to such different addresses as the Parties may from time to time designate by giving written notice to the other party of such change:

If to the City:
City of Galveston
Attn: City Manager and City Attorney
823 Rosenberg,
Galveston, TX 77550
Telephone 409-797-3520
Email: Citymanager@galvestontx.gov

If to Service Provider:
Arceneaux Wilson & Cole LLC
Attn: Keith Zotzky
3120 Central Mall Drive
Telephone: 409-724-7888
Email: keith.zotzky@awceng.com

Notices shall be deemed effective upon receipt.

26. CYBERSECURITY PLAN

The Vendor shall establish, implement, and maintain a Cybersecurity Plan. This plan shall describe the processes and procedures that will be followed to ensure the appropriate security of IT resources that are developed, processed, or used under this contract. The Vendor Cybersecurity Plan shall comply with applicable laws.

27. EXHIBITS

All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

- Exhibit 1 – Scope of Services and Compensation
- Exhibit 2 – Direct Salary Expense (DSE) Rates
- Exhibit 3 – Appendix A – Proposal Document
 - Appendix B – Conflict of Interest Form Executed
 - Appendix C – House Bill 13, 19, 89 Verification Form Executed
 - Appendix D – Property Tax Statement Executed
 - Appendix E – Nepotism Statement Executed
 - Appendix F – Non-Collusion Statement Executed
 - Appendix G – Document 00435 Debarment, Suspension Ineligibility & Voluntary Exclusion (49 CFR PART 29) Executed
 - Appendix I – Federal Clauses Executed

28. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between the Service Provider and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

29. 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.

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

CITY OF GALVESTON, TEXAS

ARCENEUX WILSON & COLE LLC

By: _____

City Manager

By:  _____
DocuSigned by:
E8807529F67B422...

Company Representative

ATTEST:



City Secretary

APPROVED AS TO FORM

City Attorney

EXHIBIT 1
SCOPE OF SERVICES AND COMPENSATION

Engineering Design Phase:

- Review COG provided topographical survey data for site of proposed wastewater treatment plant.
- Perform supplemental topographical survey of critical locations for the proposed influent and effluent piping and proposed discharge point.
- Conduct a geotechnical investigation and provide a written report with building and subsurface tank foundation recommendations.
- Provide biological design calculations for the wastewater treatment plant.
- Provide windstorm certification for WWTP enclosure.
- Provide detailed signed & sealed plan sheets for the design of the new wastewater treatment plant. Engineering design plan sheets will include:
 - General construction notes.
 - Site improvements plan inclusive of necessary grading and drainage.
 - At-grade and subsurface foundation designs and details.
 - Subsurface reinforced concrete tank design and details.
 - Yard piping design including piping for connection of basins to WWTP mechanical equipment, intermediate piping for WWTP basins, and details for tie in to existing COG sanitary sewer system influent and effluent discharge infrastructure.
 - Innovatreat wastewater treatment plant equipment drawings including prescreening baffles, coarse bubble mixing system, fine bubble aeration, submersible transfer pump, portable foam core FRP structure, mini-membrane batch reactor treatment skid, and mini-SCADA.
 - Process flow diagram and P&ID.
 - Electrical service connection including standby generator and automatic transfer switch.
 - Provide horizontal and vertical control for construction.
- Prepare project specific technical specifications as necessary.
- Assist COG in preparing the Project Manual to include table of contents, bid form, technical specifications, and other necessary project appendices.
- Conduct bi-weekly project coordination meetings (anticipated 4-month design timeline).

Construction Engineering Phase:

- Attend the COG's Pre-Bid meeting.
- Answer any questions during bidding and prepare addenda, if necessary.

- Assist COG in tabulating the bids.
- Assist COG with evaluation of the received proposal packages.
- Prepare a Letter of Recommendation COG for award of the construction contract.
- Assist COG in conducting a pre-construction conference.
- Conduct site inspections as necessary during construction.
- Conduct bi-weekly construction progress meetings for the duration of the project (anticipated 270 calendar days) alternating between both in-person and virtual attendance.
- Review and approve monthly pay requests submitted by the contractor.
- Review and approve construction submittals.
- Review and respond to RFI's during the construction phase.
- Prepare change orders and required documentation COG's approval.
- Assist COG with substantial completion walkthrough and form subsequent punch list for contractor.
- Coordinate equipment start-up with wastewater treatment plant manufacturer and COG.
- Prepare project closeout documentation including "Record of Construction Drawings" based on mark-ups supplied by the contractor.
- Attend 1-Year Warranty Inspection walkthrough with COG and form subsequent punch list for contractor.

PROFESSIONAL FEE

Based upon our scope of work and understanding of the project, we propose to be compensated on a lump sum basis a fee of \$243,625.00 for the complete scope of services as described above.

The breakdown of our fees is as follows:

1. Engineering Design Phase - \$199,615.00
2. Construction Engineering Phase – \$44,010.00

We recommend a period of 4-months to perform the proposed engineering design scope of services as described within this proposal. Progress invoices, billed on a percentage basis in line with overall project progress, will be completed monthly.

Engineering Scope of Services Notes

Based on coordination with TCEQ, no permit amendment work to COG's current TPDES Discharge Permit is necessary for the scope of work as currently written. If the existing discharge infrastructure is deemed unusable, a permit amendment will need to be prepared for the new discharge point and infrastructure.

"Special Services" would apply to any work outside the scope described above and would be based on our attached, standard hourly rates. Prior authorization for "Special Services" will be needed in all cases unless authorization is granted to a limited budget in advance of performing any "Special Services". No extra work or charges outside of the scope outlined above would be performed without written authorization. Costs associated with reproduction services (copies, prints, specifications, exhibits, etc.) are included in our estimated cost for this project. Payment for any application fees, permits, inspection fees, etc. will be the responsibility of COG, made payable to each particular entity.

EXHIBIT 2
DIRECT SALARY EXPENSE (DSE) RATES

**HOURLY RATE SHEET
2025**

ENGINEERING SERVICES

Principal Engineer	\$ 250.00
Project Manager	\$ 235.00
Staff Engineer	\$ 220.00
Graduate Engineer, EIT	\$ 200.00
Engineering Intern	\$ 180.00
Designer	\$ 155.00
Design Technician III	\$ 105.00
Design Technician II	\$ 90.00
Design Technician I	\$ 75.00

CONSTRUCTION SERVICES

Resident Field Rep	\$ 115.00
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GIS / DATABASE SERVICES

GIS Project Consulting	\$ 150.00
GIS Database Design	\$ 125.00

GIS Database Technician \$ 100.00

SURVEYING SERVICES

RPLS \$ 160.00

Survey Coordinator \$ 120.00

2-Man Crew \$ 140.00

3-Man Crew \$ 190.00

LiDAR Services Project Specific Quote

ADMINISTRATIVE

IT Support \$ 150.00

Project Support \$ 75.00

REIMBURSABLE EXPENSES

Subcontracted Services Cost + 10%

Materials & Direct Costs Cost + 10%

Reproductions & Plotting At Cost

Mileage IRS Standard Mileage Rate

EXHIBIT 3
APPENDICES


Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

- Appendix A must be included in the submittal.
- Appendix B – G 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:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Appendix B – Conflict of Interest | <input checked="" type="checkbox"/> Appendix E – Nepotism Statement |
| <input checked="" type="checkbox"/> Appendix C – House Bill 13, 19, 89 Verification | <input checked="" type="checkbox"/> Appendix F – Non-Collusion Statement |
| <input checked="" type="checkbox"/> Appendix D – Property Tax Statement | <input checked="" type="checkbox"/> Appendix G – Certification Regarding Debarment |

All Proposals delivered to the City of Galveston shall include this page with the submittal.	
RFQ Number:	22-03
Project Title:	IDIQ Engineering Services
Submittal Deadline:	11:00 A.M ; June 22, 2022
<u>Proposer Information:</u>	
Proposer's Legal Name:	Arceneaux Wilson & Cole LLC
Address:	3120 Central Mall Drive
City, State & Zip	Port Arthur, Texas 77642
Federal Employers Identification Number #	47-1128982
Phone Number:	409 724-7888
Fax Number:	
E-Mail Address:	Joe.Wilson@awceng.com
<u>Proposer Authorization</u>	
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.</p>	
Printed Name and Position of Authorized Representative: <u>Joe M Wilson, Jr, PE</u>	
Signature of Authorized Representative: 	
Signed this <u>22</u> (day) of <u>June</u> (month), <u>2022</u> (year)	

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

in any of the following actions:

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

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

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

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

WHEN: The person or business must file:

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

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

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

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

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

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

FORM CIQ

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

**OFFICE
USE
ONLY**

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).

Date
Received

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

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

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

Not Applicable

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


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

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

 Name of Officer

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

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

4. 

 Signature of person doing business with the governmental entity

6/22/22

 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 7 OF THE
 PROPOSAL.**

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

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, Joe M Wilson, Jr, PE (Person name), the undersigned representative of (Company or

Business Name) Arceneaux Wilson & Cole LLC (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

6/22/22

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 7 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

Joe M Wilson, Jr, PE

Proposer's Printed or Typed Name

Proposer's Signature

June 22, 2022

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 7 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 7 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.

PROPOSER Arceneaux Wilson & Cole LLC

ADDRESS 3120 Central Mall Drive, Port Arthur, TX 77642

PHONE 409 724-7888

FAX _____

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) _____


Joe M Wilson, Jr, PE

POSITION WITH COMPANY President

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL
(PRINTED NAME) Joe M Wilson, Jr, PE

OFFICIAL POSITION President

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 7 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.

Joe M Wilson, Jr, PE

(Printed or typed Name of Signatory)



(Signature)

June 22, 2022

(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 7 OF THE
PROPOSAL.**

Appendix H – ACH Form



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

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

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

Please email to:

accountspayable@galvestontx.gov

Or mail to:

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

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

Sincerely,

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

Michael W. Loftin
Assistant City Manager – Finance



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

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

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Contact Phone Number: _____

Date: _____

FOR CITY USE ONLY:

Verified by: _____	Date Verified: _____
--------------------	----------------------

RETURN THIS FORM ONLY UPON AWARD.

APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of Galveston and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
4. **FEDERAL CHANGES:** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
5. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. **The City's overall goal through 2022 is .7% of all**

procurements. The City's DBE Policy is located on the City's Website here:
<https://www.galvestontx.gov/228/Disadvantaged-Business-Enterprise-Progra>

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with the sealed bid:

- **Names and addresses of DBE firms that will participate in this contract;**
- **Description of the work each DBE will perform;**
- **Dollar amount of the participation of each DBE firm participating;**
- **Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;**
- **Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and**
- **If the contract goal is not met, evidence of good faith efforts to do so.**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the owner. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.

- 7. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but

not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 8. BUY AMERICA REQUIREMENTS:** Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15- passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A proposer or offeror must submit to the Owner the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Offeror, by signing this document, certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5. The City may require additional certification forms with an executed agreement.

- 9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS – FTA Circular 4220.1E:**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any owner requests which would cause owner to be in violation of the FTA terms and conditions.

- 10. BREACHES AND DISPUTE RESOLUTION 49 CFR PART 18, FTA CIRCULAR 4220.1E:**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the owner shall be binding upon Contractor and Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by owner, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be

made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

12. LOBBYING:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

- 13. CLEAN AIR 42 U.S.C. § 7401 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- 14. CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

15. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17. ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq., 49 CFR PART

18: Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

18. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK”

ACT:

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification

(if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise

the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and

wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, Joe M Wilson, Jr, PE (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Galveston, Texas.



Signature of Authorized Company Representative

6/22/22

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE QUALIFICATIONS PACKAGE AS MENTIONED IN SECTION 7 OF THE RFQ.

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
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Arceneaux Wilson & Cole LLC Port Arthur, TX United States	CERTIFICATION OF FILING Certificate Number: 2025-1262317 Date Filed: 01/29/2025 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-25-319 Engineering Services	

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Arceneaux, Ron	Port Arthur, TX United States	X	
Wilson, Joe	Port Arthur, TX United States	X	
Cole, Keestan	Port Arthur, TX United States	X	

5 Check only if there is NO Interested Party.

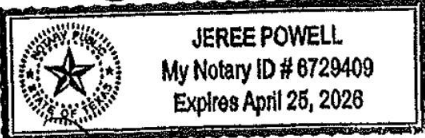
6 UNSWORN DECLARATION

My name is Joe Wilson, and my date of birth is [REDACTED]

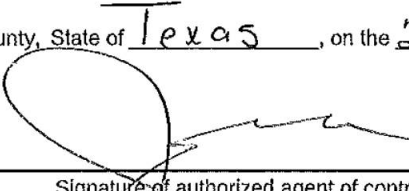
My address is 3120 Central Mall Dr, Port Arthur, Tx, 77642, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 29 day of JAN, 2025.
(month) (year)



Jeree Powell



Signature of authorized agent of contracting business entity
(Declarant)



City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

PRE-QUALIFIED ENGINEERING FIRMS*

NO. ¹	FIRM NAME	STREET ¹ / TRAFFIC ²	DRAINAGE	WATER - DISTRIBUTION	WATER - PLANT, STORAGE, PUMPING	SEWER - COLLECTIONS	WASTEWATER - TREATMENT	GEOTECH ¹ / STRUCTURAL ² / FACILITY ³ / ELECTRICAL ⁴	CONST. ENGINEERING MGMT
1	Alliance Geotechnical Group, Inc.							X	
2	Ally General Services, LLC	X ¹²	X						X
3	Alpha Testing, LLC							X	
4	Arceneaux Wilson & Cole, LLC	X ¹²	X	X	X	X	X		X
5	Ardurra Group	X ¹²	X	X	X	X	X	X ²³	X
6	Arredondo, Zepeda & Brunz, LLC	X ¹²	X	X	X	X	X		X
7	Binkley & Barfield, Inc.	X ¹	X	X		X	X		X
8	Blackline Engineering, LLC	X ¹	X	X		X			X
9	CivilTech Engineering, Inc.,	X ¹²	X	X		X		X ²	X
10	CSRS, LLC	X ¹²	X						X
11	Dally + Associates							X ²³	X
12	DE Corp	X ¹	X	X	X	X	X		X
13	Earth Engineering, Inc.							X ¹	
14	EHRA Engineering	X ¹²		X	X	X	X	X ²	X
15	EJES, Inc.	X ¹²	X	X		X		X ¹	X
16	Eustis Engineering, LLC							X ¹	
17	Freese and Nichols, Inc.	X ¹²	X	X	X	X	X	X ³	X
18	GC Engineering, Inc.	X ¹²	X	X		X		X ²	X
19	Halff Associates, Inc.	X ¹²	X	X	X	X	X	X ²³⁴	X
20	HDR Engineering, Inc.	X ¹²	X	X	X	X	X	X ¹²³⁴	X
21	HR Green	X ¹²	X	X	X	X	X		X
22	HT&J, LLC		X						
23	Huitt-Zollars, Inc.	X ¹	X	X		X		X ³	X
24	HVJ Associates, Inc.	X ¹		X	X	X	X	X ¹	X
25	IDS Engineering Group	X ¹	X	X	X	X			
26	Infrastructure Associates, Inc.		X				X		
27	Intercoastal Consultants, LLC		X						
28	Kimley-Horn & Associates, Inc.	X ¹²	X	X	X	X	X		
29	Lockwood, Andrews and Newman	X ¹²	X	X	X	X	X	X ²³⁴	
30	McDonough Engineering Corporation	X ¹	X	X	X	X			X
31	Millennium Engineers Group, inc.							X ¹	
32	Pape-Dawson Engineering, Inc.	X ¹	X			X	X		
33	Professional Service Industries, Inc.							X ¹	
34	Raba Kistner, Inc.							X ¹	
35	Riner Engineering, Inc.							X ¹	
36	RJN Group, Inc.	X ¹		X	X	X			X
37	Stantec Consulting Services, Inc.	X ¹²	X	X	X	X	X	X ¹²³⁴	X
38	T. Baker Smith, LLC	X ¹	X	X	X	X	X	X ²	X
39	Terracon Consultants, LLC							X ¹	
40	Tetra Tech, Inc.			X	X	X	X		
41	The Goodman Corporation	X ¹²							
42	Walter P Moore	X ¹²	X	X	X	X		X ²³	
43	WGI, Inc.	X ¹²	X	X		X		X ¹²⁴	X
44	Zarinkelk Engineering Services, Inc.	X ¹²	X	X		X	X	X ²³	
45	Zero/Six Consulting, LLC							X ³	

