

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 21, 2020 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE:

Due to the COVID 19 Disaster and the CDC's recommendation regarding social distancing measures the City Commission will meet in person and electronically. Texas Governor Greg Abbott waived on a temporary basis certain sections of the Texas Open Meetings Act. The meeting will be audible to members of the public and allow for two-way communications for those desiring to participate.

Any person who calls in and is interested in speaking on any item on the Agenda must call the number below and sign in to the conference then wait for the Board President to request any public comments. Public comments may not apply to all items on the agenda.

Those who attend in person may sign a "Request to Address City Commission" form and give it to the City Secretary prior to the beginning of the meeting.

To join the telephone audio conference and to give public comment please use the following instructions.

877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)
Webinar ID: 870 2526 4262

You will automatically be muted when joining the conference. To raise your hand or notify the call manager for attention, please dial *9 on your phone during the call. When appropriate the call manger will unmute your line and the system will notify you that you can now speak.

To view the web presentation or listen to audio without participating, please visit <http://commission.texascitytx.gov>

You will then be redirected to the conference and given instructions to enable viewing. We ask that if you will be joining the telephone conference to speak, please mute your computer audio. When using telephone audio with computer audio on, a feedback loop can be created causing disruptive echoing or a loud static. Disruptive audio will cause your line to be muted by the call manager.

After the meeting, a recording of this meeting's audio will be made available to the public, upon request.

All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards
Aubrey Scott

Parks & Recreation

10/04/2010

10 years

Raul Gonzalez	Sanitation	10/11/2005	15 years
Shelia Montgomery-Dixon	Police	10/30/2000	20 years
Anete Schmidt	Administration	10/23/1995	25 years
Joe Stanton	Police	10/02/1995	25 years
Lorenzo Delagarza	Public Works	10/08/1990	30 years

(b) Proclaiming October 19 - 23 as Chamber of Commerce Week 2020

(5) REPORTS

(a) Nuisance Abatement Report

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

(a) Approve City Commission Minutes for October 7, 2020 meeting. (City Secretary)

(b) Consider and take action on Resolution No. 20-102, approving the purchase of one (1) Type 1 Medic Unit remount from Frazer/Sterling McCall through the H.G.A.C Buy Program. (Fire Department)

(c) Consider and take action on Resolution No. 20-103, authorizing the Mayor to enter into an agreement for professional services with Public Consulting Group, Inc. to continue participation in the Ambulance Supplemental Pay Program. (Fire Department)

(d) Consider and take action on Resolution No. 20-104, approving the purchase of six (6) 2020 Ford Explorers and two (2) Ford F-150 Responders vehicles under Goodbuy Purchasing Cooperative and TIPS USA Contracts. (Purchasing)

(e) Consider and take action on Resolution No. 20-105, approving the purchase of 6 different replacement trucks for various City departments. (Public Works)

(f) Consider and take action on Resolution No. 20-106, approving the execution an Engineering Agreement with ARKK Engineers, LLC. for the Water Line Replacement Project Phase 18. (Public Works)

(g) Consider and take action on Resolution No. 20-107, approving the execution of an Engineering Service Agreement with ARKK Engineers, LLC. for the Sanitary Sewer Rehabilitation Project - Phase 20. (Public Works)

(h) Consider and take action on Resolution No. 20-108, approving the execution of an Engineering Agreement with ARKK Engineers, LLC. for Rehabilitation of the Godard Park 1,000,000 Gallon Elevated Storage Tank Project. (Public Works)

(i) Consider and take action on Resolution No. 20-109, approving the execution of an Engineering Agreement for Services with ARKK Engineers, LLC. for the Blower and Fine Screens Improvement Project. (Public Works)

- (j) Consider and take action on Resolution No. 20-110, approving a contract for Bid No. 2020-387 Lift Station 12 Rehabilitation Project. (Public Works)
- (k) Consider and take action on Resolution No. 20-111, approving the payment of property, liability, and workers' compensation insurance premiums for the period October 1, 2020, through September 30, 2021. (Finance)
- (l) Consider and take action on Resolution No. 20-112, approving Bid No. 2020-088 Vegetation Management Chemicals Annual Contract. (Public Works)
- (m) Consider and take action on Resolution No. 20-113, approving a contract for Bid No. 2020-389 Texas City FM 1764 Bridge Monuments Project. (Public Works)
- (n) Consider and take action on Resolution No. 20-114, approving a contract for the Bid No. 2020-391 LED Marquee Signs At Various Locations Project. (Public Works)
- (8) REGULAR ITEMS
 - (a) Consider and take action on Ordinance No. 20-40, approving an Ordinance vacating and abandoning a portion of the alley in Block 63 of the Texas City First Division as requested by Eastman Chemical Company. (Engineering)
 - (b) Consider and take action on Ordinance No. 20-44, amending the City's fiscal year 2020-2021 budget to appropriate funds for West Annex & Biosphere Facility Parking Lots Improvement Project. (Finance)
 - (c) Consider and take action on Ordinance No. 20-45, amending the Texas City Code of Ordinance Title IX. General Regulations, Chapter 94, "Health and Sanitation," Section: Junked or abandoned Vehicles. (Fire Department)
 - (d) Consider and take action on Ordinance No. 20-46, amending Ordinance No. 20-39 vacating and abandoning a portion of 8th Avenue South and a portion of 13th Street South as requested by Marathon Petroleum Company. (Legal)
- (9) MAYOR'S COMMENTS
- (10) COMMISSIONERS' COMMENTS
- (11) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON OCTOBER 16, 2020, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

Rhomari D. Leigh
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 10/21/2020

October 2020 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Service Awards

Aubrey Scott	Parks & Recreation	10/04/2010	10 years
Raul Gonzalez	Sanitation	10/11/2005	15 years
Shelia Montgomery-Dixon	Police	10/30/2000	20 years
Anete Schmidt	Administration	10/23/1995	25 years
Joe Stanton	Police	10/02/1995	25 years
Lorenzo Delagarza	Public Works	10/08/1990	30 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 10/21/2020

Authorize the purchase of One (1) Type I Medic Unit remount from Frazer/Sterling McCall

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorize the purchase of One (1) Type I Medic Unit remount from Frazer/Sterling McCall in the amount of \$137,000.00. This apparatus is being purchased through the H.G.A.C. Buy Program.

BACKGROUND

Proposed apparatus is currently funded in the FY20-21 budget and is intended to replace a 2009 Frazier medic unit

ANALYSIS

All contracts available to members of HGAC Buy Program have been awarded by virtue of a public competitive procurement process compliant with state statutes.

ALTERNATIVES CONSIDERED

None

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 20-102

A RESOLUTION APPROVING THE PURCHASE OF ONE MEDIC UNIT, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) BUY PROGRAM, FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Fire department desires to purchase one (1) Medic Unit through the Houston Galveston Area Council (H-GAC) Buy Program; and

WHEREAS, funds are available in the FY 20-21 budget; and

WHEREAS, this purchase is intended to replace a 2009 Medic Unit.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of one (1) Medic Unit for \$137,000.00, through the Houston-Galveston Area Council (H-GAC) Buy Program in substantially the same form attached hereto as **Exhibit "A"**.

SECTION 2: That this equipment is to be utilized by the Fire Department.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	AM10-20	Date Prepared:	10/05/20
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This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST therefore please type or print legibly. Therefore please type or print legibly.

Buying Agency:	Texas City Fire Department	Contractor:	Sterling McCall Ford	Q1885-1	HGAC
Contact Person:	Chief Steve Strickhausen	Prepared By:	Pablo Cantu		
Phone:		Phone:	(281) 588-5007		
Fax:		Fax:	(281) 588-5150		
Email:	sstrickhausen@texas-city-tx.org	Email:	pcantu@sterlingmccallford.com		

Product Code:	AM20HE04	Description:	Remount of 12' Module on Ford F-350 Diesel 4x2 Reg Cab		
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$83,000.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost	
1086 Chassis // Suspension // LiquidSpring on Rear Axle	\$12,000.00	Chassis // Running Boards // Nerf Bars	750.00	
1031 Chassis // Air Horn System // Dual 10" & 12" Air Horns	\$1,250.00	1227 Remount Module // Countertops // New Counter	1,000.00	
1249 Remount Module // Paint // Non-White 12'	\$17,500.00	1196 Module // Restraint // 6pt Harness (each) (includ	500.00	
1259 Remount Module // Power // Furnish & install Lambda	\$1,750.00	1196 Module // Restraint // 6pt Harness (each) (includ	500.00	
1242 Remount Module // Lasco // Furnish & install lasco on	\$2,750.00	1269 Remount Module // Wise Trim // Furnish & insta	500.00	
1220 Remount Module // Captains Chair // 4pt Captains Chair	\$2,250.00	1213 Remount Module // Accessories // Furnish & ins	400.00	
1268 Remount Module // Treadbrite // Furnish & install tread	\$1,000.00			
1247 Remount Module // O2 Rollers // Furnish & install O2 r	\$750.00			
1258 Remount Module // Power // Furnish & install battery c	\$500.00			
1071 Chassis // Paint // Ext/Crew Chassis has entire truck 1 c	\$7,500.00			
1066 Chassis // Heat Shielding // Heat Shielding	\$1,750.00			
1036 Chassis // Air Horn System // Standard Compressor	\$750.00			
			Subtotal From Additional Sheet(s):	\$0.00
			Subtotal B:	\$53,400.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost	
			Subtotal From Additional Sheet(s):	\$0.00
			Subtotal C:	\$0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$136,400.00	=	Subtotal D:	\$136,400.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$600.00
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost	
			Subtotal F:	\$0.00

Delivery Date:		G. Total Purchase Price (D+E+F):	\$137,000.00
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CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	AM10-18	Date Prepared:	10/05/20
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST therefore please type or print legibly. Therefore please type or print legibly.					
Buying Agency:	Texas City Fire Department	Contractor:	Sterling McCall Ford	Q1885-1	HGAC
Contact Person:	Chief Steve Strickhausen	Prepared By:	Pablo Cantu		
Phone:		Phone:	(281) 588-5007		
Fax:		Fax:	(281) 588-5150		
Email:	sstrickhausen@texas-city-tx.org	Email:	pcantu@sterlingmccallford.com		
Product Code:	Description:				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
Subtotal From Additional Sheet(s):					
				Subtotal B:	\$0.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
Subtotal From Additional Sheet(s):					
				Subtotal C:	\$0.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:		#DIV/0!	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					
Quantity Ordered:		X Subtotal of A + B + C:	\$0.00	=	Subtotal D: \$0.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E:
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges					
Description		Cost	Description		Cost
Subtotal F:					\$0.00
Delivery Date:		G. Total Purchase Price (D+E+F):			\$0.00

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 10/21/2020

2020/21 Public Consulting Group Service Contract

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorization for the Mayor to execute an agreement for professional services with Public Consulting Group, Inc. to continue participation in the Ambulance Supplemental Pay Program that provides additional revenue to the Fire Department EMS program.

BACKGROUND

On January 21, 2015 the City Commission authorized the Mayor to enter into an agreement with Public Consulting Group, Inc. to provide professional services related to supplemental Medicare and Medicaid Services.

ANALYSIS

The original agreement has expired and a new agreement is desired to continue participation in the Ambulance Supplemental Pay Program.

ALTERNATIVES CONSIDERED

None

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 20-103

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PUBLIC CONSULTING GROUP, INC FOR PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION OF THE FEDERAL GOVERNMENT AMBULANCE SUPPLEMENTAL PAY PROGRAM DESIGNED TO PROVIDE ADDITIONAL REVENUE TO THE FIRE DEPARTMENT EMS PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies (Supplemental Payments) for certain classes of providers pursuant to 42 CFR 447.321, section 1902(a)(30) of the Social Security Act, and

WHEREAS, The alternative payment methodologies would supplement current Medicaid payments received by CITY, and would be based on cost reimbursement for Medicaid-eligible costs, and

WHEREAS, CONTRACTOR possesses professional skills that can assist CITY in analyzing and reporting costs to secure supplemental CMS payments, and

WHEREAS, CITY wishes to engage CONTRACTOR as an independent contractor to perform certain professional services in connection with this initiative.

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

SECTION 1: That the City Commission of the City of Texas City hereby authorizes the Mayor to execute the Agreement with Public Consulting Group, Inc. in substantially the same form attached hereto as **Exhibit “A”** and made part thereof.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between Public Consulting Group, Inc. (“PCG”) and City of Texas City, Texas (“CLIENT”) as of **October 21, 2020**. (“Effective Date”).

WHEREAS, CLIENT is seeking Supplemental Payment Program and Other Consulting Services for Emergency Medical Services, and

WHEREAS, PCG possesses professional skills that can assist CLIENT; and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform certain professional services for CLIENT;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PCG and CLIENT hereby agree as follows:

- 1. Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in **Attachment A** (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- 2. Term.** This Agreement will be effective from the Effective Date until additional Medicaid revenues are generated and received for the service periods outlined in Attachment A and Attachment B, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement.
- 3. Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in **Attachment B** and this Section 3, and unless the parties agree otherwise in writing, will not pay PCG any other benefits, expenses, or compensation.
 - a.** CLIENT will compensate PCG within thirty (30) days following the receipt of itemized billing statements from PCG that satisfactorily describe the hours and dates that PCG performed the Contracted Services, the services performed, and any expenses incurred.
 - b.** Upon termination or expiration of this Agreement, other than termination for cause, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination.
- 4. Termination.** The term of this Agreement is set forth in Section 2. The Agreement may be terminated before the end of the term pursuant to the following subsections of this Section 4. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.

- a. Termination for Cause: This Agreement may be terminated immediately by either party:
 - i. Following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice, not to exceed ten (10) business days.
 - ii. If either party files a petition under any chapter of the Bankruptcy Act, 11 U.S.C. §§ 101 et seq., an involuntary petition under that Act is filed against either party, a party commences an action in any country under laws providing for the relief of winding up of insolvent or liquidating persons or entities, or files for the appointment of a receiver or becomes insolvent, and such matters are not discharged or relieved within sixty (60) days; or
 - iii. Debarment or suspension of either party by competent authority, if such debarment or suspension precludes the participation by such party in pursuing this Agreement, or indictment of either party in any criminal proceeding related to doing business with a public entity as a prime contractor or subcontractor.
- b. Termination for Convenience: This Agreement may be terminated for convenience by either party at any time upon sixty (60) days' written notice to the other. If CLIENT terminates this Agreement for convenience prior to the completion or submission of a cost report, PCG shall invoice CLIENT, and CLIENT shall compensate PCG, at an hourly rate of \$250 for the time PCG expended in preparing such cost report. If CLIENT terminates this Agreement for convenience after the submission of a cost report, but prior to payment being received, the parties agree that the compensation provisions, including those in Attachment B, shall survive termination of the Agreement, and CLIENT shall timely compensate PCG pursuant to those provisions.

- 5. Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For PCG:

Public Consulting Group, Inc.
148 State Street, 10th Floor
Boston, MA 02109
Attn: James Dachos (jdachos@pcgus.com)

For CLIENT:

City of Texas City, Texas

1725 25th St. N.

Texas City, TX 77590

Attn: Wendell Wiley (wwiley@texascitytx.gov)

David Zacherl (dzacherl@texascitytx.gov)

6. **PCG Representation.** PCG represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. PCG shall immediately notify CLIENT regarding the circumstances if this representation becomes no longer accurate during the term of this Agreement.
7. **Standards of Conduct.** PCG shall comply with all applicable laws, rules, regulations, and standards of ethical conduct in the performance of this Agreement.
8. **Relationship of the Parties**
 - a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
 - b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT will deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
 - c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
 - e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.

9. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
10. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
11. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
12. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.
 - a. "Proprietary or Confidential Information" is defined as information – including but not limited to trade secrets, strategies, financial information, sales information, pricing information, strategies, processes, policies, procedures, operational techniques, software, and intellectual property -- that (i) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions, or (iii) is not normally furnished to others without compensation, and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is developed independently by the Receiving Party, or that is lawfully known by the Receiving Party and received from a source that was entitled to have the information and was not bound to the Disclosing Party by any confidentiality requirement.
 - b. The Receiving Party shall hold Proprietary or Confidential Information in strict confidence, in perpetuity, and shall use and disclose such information to its employees only for purposes of this Agreement and the Contracted Services.
 - c. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.

- d. The Receiving Party shall use at least the same standard of care for protecting Proprietary or Confidential Information that it uses to prevent disclosure of its own proprietary or confidential information, but in no case less than reasonable care.
 - e. Nothing in this Agreement prohibits the Receiving Party from disclosing Proprietary or Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent of such order, and only if the Receiving Party gives immediate notice of such order to the Disclosing Party in order that the Disclosing Party may seek a protective order or take other action to protect the information that was ordered to be disclosed.
 - f. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
 - g. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.
 - h. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination or expiration of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
13. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.
14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Massachusetts, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, and agree that the state and federal courts of Suffolk County, Massachusetts shall have exclusive jurisdiction over the enforcement of this Agreement.
20. **Miscellaneous**
 - a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
 - b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH

PERIOD.

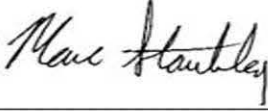
- c.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- d.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- f.** Each party represents that: (i) it has the authority to enter into this Agreement; and (ii) that the individual signing this Agreement on its behalf is authorized to do so.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP, INC.

CITY OF TEXAS CITY, TEXAS

BY: 

BY: _____

NAME: Marc Stauble

NAME: _____

TITLE: Practice Area Director

TITLE: _____

DATE: 10/6/2020

DATE: _____

ATTACHMENT A CONTRACTED SERVICES

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following Contracted Services:

Cost Report Ambulance Supplemental Payment Program Services

PCG will work with CLIENT to analyze and report costs for Medicaid, Uninsured, and Charity Care, that will help CLIENT realize revenue related to an Ambulance Services Supplemental Payment Program as administered by the State of Texas Health and Human Services Commission (HHSC).

PCG's services will include:

- Conducting a thorough review of operational and administrative costs to determine 2 CFR Part 200 allowable costs to report on a cost report approved by HHSC.
- Conducting comprehensive analysis of the billing reports, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid, Uninsured, and Charity Care are screened and accurately accounted for in the cost report.
- Developing and applying appropriate cost allocation methodologies using the utilization data produced by CLIENT's Computer Aided-Dispatch (CAD) system.
- Submitting annual cost reports approved by HHSC, on behalf of CLIENT to HHSC that will allow CLIENT to realize incremental revenue under the Ambulance Supplemental Payment Program.
- Refining the cost reports and/or other items of cost based on the review from HHSC and/or CMS.
- Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.
- Drafting responses, providing supporting documentation, and conducting comprehensive billing reconciliations as required during HHSC desk review process.
- Working with CLIENT to present updates and status reports to client's administrative body or other interested parties within the community, as necessary, to help educate and inform them on the progress of this initiative.
- Acting as a liaison between HHSC and CLIENT to address any questions and keep CLIENT informed on changes in state and federal regulations.

Medicaid Average Commercial Rate Supplemental Payment Program Services

PCG will work with CLIENT to analyze and calculate average commercial rate data that will help CLIENT receive funds related to the Enhanced Reimbursements for Qualifying Publicly Owned Ground Emergency Ambulance Service Providers, as administered by HHSC. Upon approval, this program will allow for Average Commercial Rate reimbursement for Medicaid fee for service and Medicaid managed care transports.

PCG will perform the following services to ensure that CLIENT will maximize reimbursement while mitigating audit risk.

- Working on behalf of CLIENT to receive approval of the program by HHSC and the Centers for Medicare and Medicaid Services (CMS), including:
 - Drafting Medicaid state plan and Medicaid preprint forms to facilitate HHSC and CMS approval.
 - Reviewing Medicaid state plan amendment materials and changes to the Texas Administrative Code to ensure program requirements are developed in the best interests of CLIENT.
 - Drafting responses to requests for additional information from HHSC and CMS.
 - Providing representation in meetings with HHSC leadership on behalf of CLIENT to obtain program approval.
- Completing the application to enroll CLIENT in the program.
- Preparing fiscal impact analysis and presenting results to CLIENT to demonstrate the benefits of the program.
- Providing support and education to CLIENT's leadership on intergovernmental transfer (IGT) funding requirements.
- Preparing draft contract documents to facilitate average commercial rate reimbursement with Medicaid managed care organizations.
- Assisting with contracting efforts with Medicaid managed care organizations.
- Collecting average commercial billing data to complete payment calculations, including:
 - Verifying commercial carrier data to ensure appropriate inclusion of payment rates.
 - Determining which payment model is most advantageous to CLIENT, for example an overall payment per transport or per procedure code payment model.
 - Analyzing claims data to determine the total payment per transport.
 - Excluding certain transports that are not emergent in nature.
- Completing the rebasing of the average commercial rate survey.
- Analyzing and verifying commercial rate data to validate payment receipts, including pulling remits from commercial payments to validate payment levels.

- Conducting comparative analysis to identify significant quarter to quarter trends in billing and financial data.
- Providing comprehensive audit support, including but not limited to conducting reviews of all average commercial rate calculations, performing detailed analysis of billing reports generated by HHSC to ensure that all allowable charges and payments are encompassed in the calculation of the supplemental payment, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite supplemental payments.
- Providing ongoing technical assistance on programmatic and policy issues related to the Ambulance Supplemental Payment Program.

Other Consulting Services

At request of CLIENT, and agreement on scope of services and pricing, PCG will provide other consulting services, including the following:

- **Medicare Ground Ambulance Cost Data Collection Consulting Services**
 - **Standard: Training and Help Desk Support**
 - Medicare Cost Survey training via secure web-based portal with access to individual training modules for each survey component;
 - Data compilation guidance and automated tools to facilitate data collection and cost survey preparation; and
 - Dedicated help desk support, up to five scheduled hours.
 - **Professional: Training, Help Desk Support, and Detailed Desk Review**
 - Medicare Cost Survey training via secure web-based portal with access to individual training modules for each survey component;
 - Data compilation guidance and automated tools to facilitate data collection and cost survey preparation;
 - Dedicated help desk support, up to five scheduled hours;
 - Detailed desk review of the Medicare Cost Survey and supporting documentation with summary of findings;
 - Analysis of costs in comparison to “like-sized” departments;
 - Written report of findings with recommendations, areas of concern, and considerations; and
 - Scheduled conference call to walk through desk review results, cost analysis, and recommendations.
- **EMS Consulting Services**
 - Conducting fire/EMS department management and operational efficiency studies.
 - Performing EMS system studies.
 - Developing fire department and EMS feasibility studies.
 - Completing cost of service and rate analysis studies for EMS systems.

- **Emergency Triage, Treat, and Transport (ET3) Consulting Services**
 - Guiding the ET3 application and submission process.
 - Developing the ET3 strategy and formulating ET3-like multi-payer model.
 - Developing, tracking and reporting quality metrics to CMS
 - Providing ongoing project management for successful ET3 participation.

ATTACHMENT B COMPENSATION

Pursuant to the terms and conditions of this Agreement, CLIENT shall compensate PCG as follows:

SUPPLEMENTAL PAYMENT SERVICES

All revenue due to CLIENT from the Ambulance Supplemental Payment Program shall be paid in full directly to CLIENT from the STATE OF TEXAS (“payer”). Within 30 days after CLIENT receives payment from payer, PCG will invoice CLIENT in full for all professional services performed by PCG for the client to realize revenue from the Ambulance Supplemental Payment Program. In consideration of the professional services to be performed by PCG, CLIENT shall pay PCG for services performed a fee of **fifteen (15) percent** of all revenues realized by CLIENT as a result of the services performed under this Agreement.

The term for services to be performed by PCG under this **3 year** Agreement will include the cost reporting cycle, including cost report preparation and subsequent payment from the State of Texas, for the cost reporting period for Federal Fiscal Year 2020 (October 1, 2019 – September 30, 2020), Federal Fiscal Year 2021 (October 1, 2020 – September 30, 2021), and Federal Fiscal Year 2022 (October 1, 2021 – September 30, 2022). PCG will provide contracted services through the completion and issuance of payment from the State of Texas to clients for the Federal Fiscal Year 2022 cost report, estimated to occur on or before September 30, 2023, **and maybe extended two (2) additional 12 month periods.**

MEDICARE GROUND AMBULANCE COST DATA COLLECTION SERVICES

If CLIENT chooses to retain PCG for Medicare Ground Ambulance Cost Data Collection Services, CLIENT shall compensate PCG for the Medicare Ground Ambulance Data Collection Contracted Services set forth in Attachment A as follows:

- If CLIENT selects Standard level support, the fee will be **\$2,500.**
- If CLIENT selects Professional level support, the fee will be **\$10,000.**

EMS CONSULTING SERVICES

Compensation and Term to be negotiated and agreed upon with CLIENT.

ET3 CONSULTING SERVICES

Compensation and Term to be negotiated and agreed upon with CLIENT.

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 10/21/2020

Purchase of eight (8) vehicles for Police Department.

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-104, approving the purchase of six (6) 2020 Ford Explorers and two (2) Ford F-150 Responders vehicles under Goodbuy Purchasing Cooperative and TIPS USA Contracts.

BACKGROUND

The Police Department is requesting approval for the purchase of:

Six (6) Ford Explores Police Interceptor Utility AWD that includes all equipment and installation at \$54,729.25. per vehicle and a Goodbuy Administration Fee of \$300.00 Total cost for six (6) equipped 2020 Ford Explorers \$328,675.50 using Goodbuy Contract 20 8f000 Vehicles.

Two (2) Ford F-150 Responders with all additional equipment and installation at \$42,901.00 per vehicle. Total cost for two (2) equipped Ford F-150's \$85,802.00 using TIPS Contract US 20020 Transportation Vehicles.

Quote attached for your review.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

- Resolution
 - Ford Exploer Quote
 - Ford F-150 Quote
 - Goodbuy Contract Proof
 - TIPS USA 200206 Proof
-

RESOLUTION NO. 20-104

A RESOLUTION APPROVING THE PURCHASE OF SIX (6) 2020 FORD EXPLORERS AND TWO (2) FORD F-150 RESPONDER VEHICLES THROUGH GOODBUY PURCHASING COOPERATIVE AND TIPS USA CONTRACTS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Police Department requests the approval of purchasing six (6) 2020 Ford Explorers and two (2) Ford F-150 Responder vehicles under Goodbuy Purchasing Cooperative and TIPS USA Contracts; and

WHEREAS, the six (6) Ford Explorers Police Interceptor Utility AWD that includes all equipment and installation is estimated at \$54,729.25. per vehicle and a Goodbuy Administration Fee of \$300.00. The estimated total cost for six (6) equipped 2020 Ford Explorers is \$328,675.50 using Goodbuy Contract 208f000 Vehicles; and

WHEREAS, the two (2) Ford F-150 Responders with all additional equipment and installation is estimated at \$42,901.00 per vehicle. The total estimated cost for two (2) equipped Ford F-150's is \$85,802.00 using TIPS Contract US 20020 Transportation Vehicles.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of six (6) 2020 Ford Explorers and two (2) Ford F-150 Responder vehicles under Goodbuy Purchasing Cooperative and TIPS USA Contracts, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PRODUCT PRICING SUMMARY

GOODBUY 20 8F000 VEHICLES www.purchasing.esc2.net
 VENDOR—Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY Prepared by: SETH GAMBLIN
 Contact: _____ Phone: 512.436.1313
 Email: _____ Email: SGAMBLIN.SILSBEEFLEET@GMA
 Product Description: FORD POLICE INTERCEPTOR UTILITY AWD Date: October 8, 2020

A. Bid Item: _____ A. Base Price: **\$ 35,878.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2020 FORD PIU DIRECT-INJECTION	\$ 1,195.00	17A	AUX AIR	\$ 610.00
99C	3.0L V6 ECOBOOST	\$ 790.00	61B	OBD-II SPLITER	\$ 55.00
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00			
43D	DARK CAR	\$ 25.00			
55F	KEY FOB	\$ 340.00			
60A	GRILLE LED LIGHTS, SIREN/SPEAKER WH	\$ 50.00			
51R	DRIVER ONLY LED SPOT LAMP	\$ 395.00			

Total of B. Published Options: **\$ 3,520.00**

Published Option Discount (5%) **\$ -**

C. Additional Options [not to exceed 25%] \$= 38.4 %

Options	Bid Price	Options	Bid Price
PPS EQUIPMET /INSTALL 4547 updated 09/30/20	\$ 14,135.00		\$ -
INSTALL TO BE DONE ON SITE			
WHITE DOOR PAINT & ROOF (NEED PHOTO)	\$ 995.00		

Total of C. Unpublished Options: **\$ 15,130.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**

E. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

F. Contract Price Adjustment: _____ **\$**

G. Additional Delivery Charge: 115 miles **\$ 201.25**

H. Subtotal: **\$ 54,729.25**

I.	Quantity Ordered	<u>6</u>	x K =	\$ 328,375.50
J.	Trade in:	<hr/>		\$ -
K.	GOODBUY Administrative Fee (\$300 per purchase order)			\$ 300.00
L.	Total Purchase Price Including GOODBUY Fee			\$ 328,675.50



Contract Detail

Return

Contract Information

Title Vehicles: Automobiles/Trucks/Sport Utility**
Description PLEASE NOTE THIS VEHICLE CONTRACT DOES NOT QUALIFY FOR REBATE/PROFIT SHARING. See Supplier Response for pricing information
Contract Number 20 8F000
Type Goodbuy
Department
Bid 20 8F000 Addendum 3
Status Active
Deviation Will serve all Regions
Comments: See Supplier Response for pricing information
Last Update 12/03/2019

Active Contract Term

Description 20 8F000 Addendum 3 Vehicles: Automobiles/Trucks/Sport Utility
Start Date 01/01/2020
End Date 12/31/2020
Notes

Supplier Information

Supplier Name Silsbee Ford Inc.
Supplier Description Automobile dealership
Organization Type C Corporation
Legal Name
Date Business Formed 01/01/1996
Formation State Texas
Website www.silsbeefleet.com

General/Corporate Address

Address 1211 US Highway 96 North Silsbee, TX 77656
Phone (409) 300-1385
Fax (409) 895-3884
Contact Name Richard Hyder
Email rhyder.cowboyfleet@gmail.com

Attachment List

File Name	Description
Supplier Response (Silsbee Ford Inc.).pdf [View]	Due Diligence - Silsbee Ford Supplier Response
Due Diligence Legal Ad 9-3-19 & 9-9-19.pdf [View]	Due Diligence Legal Ad 9-3-19 & 9-9-19 Due Diligence - SB 252 12-2-19

The Interlocal Purchasing System

Purchasing Made Personal



Printed 7 October 2020



SILSBEEFLEET.COM

Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.

EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	PO BOX 815	NAME Meredith Barton
CITY	SILSBEE	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	77656	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS No

HUB No

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WV | WY

Overview

SILSBEE FORD VEHICLES

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200404	Fire Trucks, Ambulances and Other First Responder Vehicles	06/30/2023	See EDGAR Certification Doc.
200206	New Buses and other Transportation Vehicles	04/30/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200206

SETH GAMBLIN	SALES	(512) 436-1313	SGAMBLIN.SILSBEEFLEET@GMAIL.
GLEN ANGELLE	SALES	(512) 436-1313	GANGELLE.

200404

SETH GAMBLIN	FLEET SALES	(512) 436-1313	SGAMBLIN.SILSBEEFLEET@GMAIL.
GLEN ANGELLE	FLEET SALES	(512) 436-1313	gangelle.cowboyfleet@gmail.com

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 10/21/2020

Multi Departmental Replacement Truck Purchase

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the purchase of 6 different replacement trucks for various City departments.

BACKGROUND

On September 22, 2020 and October 5, 2020 Good Buy Purchasing Cooperative quotes were received by the public works department from Silsbee Ford for the following 6 2021 trucks.

- | | |
|--|-----------------------------|
| 1) Ford F150 Crew Cab 4x4 - Water Distribution | \$32,225.00 |
| 3) Ford F150 Regular Cab 4x4 - (2) Public Works (1) Inspection | \$29,728.00 ea. \$89,184.00 |
| 2) Ford F350 Regular Cab Stake Body - Rec.& Tour | \$43,418.10 ea. \$86,836.20 |

There is also an administrative of \$300.00 dollars per purchase order. This will be split between the 4 departments receiving these vehicles. Total purchase price of \$208,545.20.

The GoodBuy quotes are attached for your review.

ANALYSIS

Funds have been made available in the 2021 / 2022 City of Texas City Capital Replacement Budget, and it is the recommendation of the Public Works Department that the Commission approve this purchase.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

WATER DIST (501-705)



PRODUCT PRICING SUMMARY
GOODBUY 20 8F000 VEHICLES www.purchasing.esc2.net
VENDOR--Silshee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY Prepared by: JARROD RUNNELS
 Contact: DAVID REEVES Phone: 409-895-3858 / 409-749-9556
 Email: dreeves@texascitytx.org Email: fleetsales@outlook.com
 Product Description: FORD F150 REGULAR CAB Date: September 22, 2020

A. Bid Item: 6 A. Base Price: \$ **20,378.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
W1E	CREW CAB UPGRADE 4X4	\$ 6,485.00		2021 FORD F150 CREWCAB	
101A	XL TRIM UPGRADE	\$ 2,280.00		3.3L V6 GAS ENGINE	
	POWER WINDOWS/LOCKS	INC		POWER WINDOWS & LOCK/CRUISE	
	CRUISE CONTROL	INC		OXFORD WHITE	
	REVERSE SENSING SYSTEM	INC		GREY CLOTH 40/20/40 SEAT	
XI.6	3.73 ELEC LOCK AXLE	\$ 570.00		RUBBER FLOORS	
53A	TRAILER TOWING PKG	\$ 1,090.00		SHORT BED	
655	EXTENDED RANGE TANK	\$ 445.00	524	SYNC 4	\$ 325.00
413	SKID PLATES	\$ 160.00			
471	400 WATT OUTLET	\$ 290.00		120 DAYS ARO	

Total of B. Published Options: \$ **11,645.00**

Published Option Discount (5%) \$ **(258.00)**

C. Additional Options [not to exceed 25%]

\$= 0.9 %

Options	Bid Price	Options	Bid Price
I EXTRA KEY/FOB	\$ 210.00	3 YR/36K BUMPER TO BUMPER	\$ -
HD RUBBER FLOOR MATS 1ST ROW	\$ 75.00	5YR/60K POWER TRAIN	
		FACTORY UNDERCOAT AND RUSTPROOF	

Total of C. Unpublished Options: \$ **285.00**

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- F. Contract Price Adjustment: _____
- G. Additional Delivery Charge: 100 miles \$ **175.00**
- H. Subtotal: \$ **32,225.00**
- I. Quantity Ordered 1 x K = \$ **32,225.00**
- J. Trade in: _____ \$ -
- K. GOODBUY Administrative Fee (\$300 per purchase order) INCLUDED ON SPEC B QUOTE \$ -
- L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ **32,225.00**

2 PUBLIC WORKS (301)
 1 INSPECTIONS (203)

PRODUCT PRICING SUMMARY
 GOODBUY 20 8F000 VEHICLES www.purchasing.esc2.net
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY Prepared by: JARROD RUNNELS
 Contact: DAVID REEVES Phone: 409-895-3858 / 409-749-9556
 Email: dreeves@texascitytx.org Email: fleetsales@outlook.com
 Product Description: FORD F150 REGULAR CAB Date: September 22, 2020

A. Bid Item: 6 A. Base Price: \$ 20,378.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X1E	EXTENDED CAB UPGRADE 4X4	\$ 3,988.00		2021 FORD F150 EXT CAB 4X2	
101A	XL TRIM UPGRADE	\$ 2,280.00		3.3L V6 GAS ENGINE	
	POWER WINDOWS/LOCKS	INC		POWER WINDOWS & LOCK/CRUISE	
	CRUISE CONTROL	INC		OXFORD WHITE	
	REVERSE SENSING SYSTEM	INC		GREY CLOTH 40/20/40 SEAT	
XL6	3.73 ELEC LOCK AXLE	\$ 570.00		RUBBER FLOORS	
53A	TRAILER TOWING PKG	\$ 1,090.00		SHORT BED	
655	EXTENDED RANGE TANK	\$ 445.00	524	SYNC 4	\$ 325.00
413	SKID PLATES	\$ 160.00			
471	400 WATT OUTLET	\$ 290.00		120 DAYS ARO	

Total of B. Published Options: \$ 9,148.00

Published Option Discount (5%) \$ (258.00)

C. Additional Options [not to exceed 25%]

\$= 1.0 %

Options	Bid Price	Options	Bid Price
1 EXTRA KEY/FOB	\$ 210.00	3 YR/36K BUMPER TO BUMPER	\$ -
HD RUBBER FLOOR MATS 1ST ROW	\$ 75.00	5YR/60K POWER TRAIN	
		FACTORY UNDERCOAT AND RUSTPROOF	

Total of C. Unpublished Options: \$ 285.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
 E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
 F. Contract Price Adjustment: _____

G.	Additional Delivery Charge:	<u>100</u> miles	\$ 175.00
H.	Subtotal:		\$ 29,728.00
I.	Quantity Ordered	<u>3</u> x K =	\$ 89,184.00
J.	Trade in:	_____	\$ -
K.	GOODBUY Administrative Fee (\$300 per purchase order)E		\$ 300.00
L.	TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE		\$ 89,484.00

2 PUBLIC WORKS (301).
1 INSPECTIONS (203)

G.	Additional Delivery Charge:	<u>100</u> miles	\$ 175.00
H.	Subtotal:		\$ 43,418.10
I.	Quantity Ordered	<u>2</u> x K =	\$ 86,836.20
J.	Trade in:	_____	\$ -
K.	GOODBUY Administrative Fee (\$300 per purchase order)		\$ -
L.	TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE		\$ 86,836.20

REC + TOUR (401)

RESOLUTION NO. 20-105

A RESOLUTION APPROVING THE PURCHASE OF SIX (6) DIFFERENT REPLACEMENT TRUCKS FOR VARIOUS CITY DEPARTMENTS THROUGH GOODBUY PURCHASING COOPERATIVE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on September 22, 2020, and October 5, 2020, the Public Works Department received GoodBuy Purchasing Cooperative quotes from Silsbee Ford for the following six (6) 2021 trucks:

- 1) Ford F150 Crew Cab 4x4 - Water Distribution \$32,225.00

- 3) Ford F150 Regular Cab 4x4 - (2) Public Works (1) Inspection \$29,728.00 ea. \$89,184.00

- 2) Ford F350 Regular Cab Stake Body - Rec.& Tour \$43,418.10 ea. \$86,836.20

There is also an administrative fee of \$300.00 dollars per purchase order. The cost will be split between the four (4) departments receiving these vehicles. Total purchase price is estimated at \$208,545.20; and

WHEREAS, funds for this purchase are available through the 2020/2021 Fiscal Year Budget.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of six (6) 2021 trucks through a GoodBuy Purchasing Cooperative, as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 10/21/2020

Engineering Services For The City Of Texas City Water Line Replacement Project - Phase 18

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and execute an engineering agreement with ARKK Engineers, LLC. for the Water Line Replacement Project Phase 18.

BACKGROUND

ARKK Engineers, LLC. has submitted an Agreement for Services for the engineering services for the Water Line Replacement Project Phase 18 totaling \$199,960.00. A copy of the agreement is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute an Agreement for Services with ARKK Engineers, LLC for the Water Line Replacement Phase 18, for the engineering services from the design phase through construction phases. It is further recommended that the Mayor be authorized to execute change orders not to exceed 25% of the total amount of the initial agreement, without going before the Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2020, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "Water Line Replacement Project – Phase 18 ("Project")".

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.
3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.

4. **Instruments of Service** - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproduces of any information prepared for this *Project*.
5. **Fee** - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: \$199,960.00 for Design and Construction Phase Services.
6. **Payment and Fee Schedule** - The *Consultant* will submit a monthly invoice for services rendered.
7. **Terms of Payment** - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. **Additional Services** - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. **Insurance** - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. **Termination** - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. **Governing Law** - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.

12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend, and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC
Consultant

BY: _____

MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

DIRECTOR OF FINANCE



ATTACHMENT "A"

October 9, 2020

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's
"Water Line Replacement Project – Phase 18".

Dear Mr. Ballast:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Water Line Replacement and Rehabilitation Program. The proposal is based on our understanding of the project as discussed in our meetings and conversations with City staff. This phase consists of providing engineering design and construction phase services for the replacement of water lines at various locations throughout the City. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The City of Texas City's water distribution system includes 224 miles of pipe (does not include the new developments on Highway 3 and Lago Mar). Approximately 389,925 L.F. (74 miles) of water lines at various locations throughout the City have been replaced to date (including on-going Phase 17) as part of this Waterline Replacement Program and the 2001 Bond Program. Phase 17 of this Water Line Replacement Program is currently under construction and should be complete by February 2021. This Phase 18 Waterline Replacement Project is a continuation of this program. The water lines selected for replacement have been identified and provided by City staff based on on-going maintenance efforts; deteriorated water lines; recommendations from a modeling study performed previously; problem lines, and may include lines not replaced as part of previous projects.

The budget allocated for the Water Line Replacement Project – Phase 18 is \$1.25 million, which includes construction costs, engineering, construction phase services, and other costs. It is

Page 1 of 10

City's desire that approximately \$200,000 of this budget be allocated to install in-line valves or cut-in valves on the existing 14"/16" water transmission mains to aid with their isolation. The valve locations will be identified by the City during the design phase. Based on preliminary cost estimates prepared by ARKK, approximately 11,500 L.F. of water lines can be replaced as part of this phase, and installation of seven (7) 14"/16" transmission main valves (14" and 16" valves) can be accomplished with the available budget.

This proposal also includes performing an update to the water model for the water distribution system. The original MODEL was prepared in 2004/2005 and it is City's desire that ARKK create/update the water model to reflect existing conditions and incorporate the improvements performed during the last 15 years. This water model will serve as a tool for water system planning in the future.

As performed previously, the design documents for the water line replacements will consist of specifications and schematic layout maps that will be utilized for the drawings portion of the construction documents (in lieu of obtaining detailed topographic surveys). If it is determined that more detailed information will be required for any of these project areas, then authorization to perform additional survey work will be obtained from the City and a separate proposal will be submitted to the City. To this end, a geotechnical investigation of the soil conditions in the water line areas will not be performed. Geotechnical data from the recently completed projects in the vicinity (if available) will be utilized to aid with the design.

As requested by the City, ARKK will provide one (1) project site representative to observe the construction of both the proposed Water Line Replacement Project - Phase 18 and the Sanitary Sewer Rehabilitation Project - Phase 20. To facilitate utilizing one project site representative for both the projects, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts. Due to multiple contractors performing construction activities, the site representative will not be present at multiple sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the water line replacement project is 210 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if construction on both the projects does not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as other services necessary to support the project. The proposal is separated into Basic Services and Special Services.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Obtain private and public utility information, where appropriate.
- Perform field reconnaissance of the water line locations areas to obtain information on surface features and other information that would impact construction. The information gathered from the field visit will be included in the schematic layout drawings that would aid the design efforts. A detailed topographic survey of all project areas is not part of this scope.
- Meet with City to discuss and finalize design criteria and acquire pertinent information regarding the Project.
- Coordinate with the City during the design phase.
- The design shall include the water lines identified by the City that can be replaced with the available construction budget. ARKK will update the City of Texas City of the cost estimate as the project progresses.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.
- Coordinate with other governmental entities, which may be impacted by the project.
- Coordinate with Texas Department of Transportation for improvements performed in their right-of-way areas (if required) and apply for preliminary approval for utility improvements within their right-of-way.
- Furnish documentation to TxDOT for their review and the issuance of a preliminary permit. The construction contractor will then submit pertinent documentation during the construction phase and obtain final approval to proceed with construction.

- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Prepare a final cost estimate for the project.
- Furnish two (2) sets of construction documents to the City.

B. Special Services - Design Phase

1. Water System Modeling Update

- a. ARKK will utilize the City's GIS-based water system mapping files as the basis for the water model update.
- b. ARKK will prepare a water model of the City's existing water distribution and transmission system in EPANET software. EPANET is open-source software that is distributed free of charge by the United States Environmental Protection Agency.
- c. The water model will be schematic in nature, but constructed such that it is spatially accurate to a reasonable degree. This is so that the results and graphics can be readily exported into GIS Software without the need for re-scaling. The water model will be essentially traced over the City's GIS base map and the county appraisal district parcel map so that right-of-ways and property lines are shown, and so that the modeled pipe lengths may be automatically and correctly scaled.
- d. ARKK will obtain from the City water usage records (monthly data) for the past five years. ARKK will incorporate this data into the water model as appropriate.
- e. ARKK will perform hydraulic modeling of the water system mains 6-inches and larger for the purpose of identifying needed improvements associated with:
 - Future development;
 - Future planned water main extensions, and;
 - Existing system deficiencies.
- f. ARKK will model the water distribution system to identify areas of low pressure and flow for present and future demands.

- g. As a deliverable, ARKK will provide a letter report detailing the modeling work and results. ARKK will provide the City with a copy of the water model source file that may be freely shared by the City.

2. Reproduction of Plans and Reports

- a. Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- b. Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare project addendums as necessary.
- Conduct a pre-bid conference for prospective bidders.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration Phase

- Prepare contract documents for execution by the successful bidder.

- Review bond and insurance data included in the executed contract documents provided by the Contractor.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Phase

1. Construction Observation Services:

- Provide a site representative to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities. The anticipated construction contract duration for the project is estimated to be 210 calendar days. The construction observation budget is based on providing a project site representative an average of 20 hours/week for 210 calendar days (in conjunction with the Sanitary Sewer Rehabilitation Project – Phase 20).
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- The site representative(s) will be on site daily during construction activity.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.
- The site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The site representative will aid in the coordination of activities of the testing laboratory.

- The site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.
- The site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with the work.

2. Construction Materials Testing:

- Construction materials' testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City (City) and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City has the option to contract directly with the materials testing firm.

FEE

The fees for the services are as follows:

Design Phase: Lump Sum Amount of:	\$79,875.00
Water Modeling Services: Lump Sum Amount of:	\$24,750.00
Reproduction Budget: Lump Sum Amount of:	\$ 500.00
Bid Phase Services - Lump Sum Amount of:	\$1,750.00
Construction Administration Services: Lump Sum Amount of:	\$20,385.00
*Construction Materials Testing Budget: (Cost plus 10%)	\$2,750.00
*Construction Observation Services:(Hourly)	<u>\$69,950.00</u>
Total All Services	\$199,960.00

*At this time the magnitude of these tasks are not known. Therefore, budgetary amounts are provided. These figures may increase or decrease based on the actual work required. If an increase is necessary, it can be accomplished by utilizing available funds from other line items that have underrun, or by contract amendment.

The construction observation budget fee includes hourly costs for an on-site representative, and vehicle charge of \$35/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to continuing working with the City of Texas City on this very important project.

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.
Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"

INSURANCE LIMITS

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$1,000,000
		Aggregate:	\$1,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000

RESOLUTION NO. 20-106

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR THE WATER LINE REPLACEMENT PROJECT PHASE 18; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for Water Line Replacement Project Phase 18; and

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for Water Line Replacement Project Phase 18; and

WHEREAS, the cost for the Engineering Service Agreement is approximately \$199,960.00.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for Water Line Replacement Project Phase 18.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Service with ARKK Engineers, LLC, in the form attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 3: That the Mayor is authorized to approve change orders not to exceed twenty-five percent (25.0%) of the total contract without taking the matter before the City Commission.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (g)

Meeting Date: 10/21/2020

Engineering Services For The City Of Texas City Sanitary Sewer Rehabilitation Project - Phase 20

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the execution of an Engineering Service Agreement with ARKK Engineers, LLC. for the Sanitary Sewer Rehabilitation Project - Phase 20.

BACKGROUND

ARKK Engineers, LLC. has submitted an Agreement For Services, for the Sanitary Sewer Rehabilitation Project Phase - 20, for the total sum of \$199,850.00. This includes, design phase, bid phase, construction administration services, construction materials testing, construction observation, and construction evaluation services.

A copy of this agreement is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement for Services with ARKK Engineers, LLC. on behalf of the City Commission. It is further recommended that the Mayor be authorized to approve any change orders, not to exceed 25% of the total amount, without taking the matter before Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ___ day of _____, A.D., 2020, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "Sanitary Sewer Rehabilitation Project - Phase 20 ("Project")".

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.
3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The

Consultant is given the right to use any of this data in connection with future engineering projects.

The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.

5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: \$199,850 for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts

or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC
Consultant

BY: _____

MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

DIRECTOR OF FINANCE



ATTACHMENT "A"

October 9, 2020

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's
"Sanitary Sewer Rehabilitation Project – Phase 20".

Dear Mr. Ballast:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Sanitary Sewer Rehabilitation Program. The proposal is based on our understanding of the project as discussed with City staff. This phase consists of providing engineering design services and the preparation of bid documents for the rehabilitation of sanitary sewer lines at various locations throughout the City, and for providing construction phase services. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The Sanitary Sewer Rehabilitation Project – Phase 20 project is a continuation of an ongoing program underway in the City of Texas City (City). Phase 19 of this Sanitary Sewer Rehabilitation Program is currently under construction. Approximately 468,435 L.F. of sanitary sewer lines (approximately 89 miles) at various locations throughout the City have been rehabilitated or replaced to date as part of this program (including on-going Phase 19 Project that is currently under construction).

This proposal includes providing engineering design and construction phase services for the rehabilitation of existing sanitary sewers at various locations throughout the City. The sanitary sewers identified for rehabilitation will be identified and provided by City staff based on on-going maintenance efforts; known deteriorated sewer lines; rehabilitation of selected sanitary sewer lines identified from the SSES Study completed recently (City's SSO Initiative Agreement); problem lines, and lines not replaced as part of previous projects.

The budget allocated for the Sanitary Sewer Rehabilitation Phase 20 Project is \$1.275 million, which includes construction costs, engineering, construction phase services and other costs.

Based on a preliminary cost estimate prepared by ARKK, it is estimated that approximately 18,800 L.F. of 6" through 24" sanitary sewers can be rehabilitated as part of this phase. The associated construction cost to perform the work is approximately \$1,076,000 which includes the sanitary line rehabilitation, manhole rehabilitation, service line replacement (to the right of way), and associated work. Rehabilitation of an additional 1,800 L.F. of 24" sanitary sewer will be designed to be included as an add alternate in the bid package. This add alternate will be added to the project if competitive bids are received from rehabilitation contractors and adequate budget is available.

As performed previously, the design documents for the sanitary sewer rehabilitation project will consist of detailed specifications with bid items. Schematic layout maps will be prepared and utilized for the drawings portion of the construction documents in lieu of obtaining detailed topographic surveys. ARKK staff will conduct site visits to all accessible areas and gather additional information into the documents.

It is City's desire that ARKK provide one (1) project site representative to observe the construction of both the Sanitary Sewer Rehabilitation Project – Phase 20 and the proposed Water Line Replacement Project – Phase 18. As discussed with City staff, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts. This will allow utilizing one project site representative for both the projects. Due to multiple contractors performing construction activities, the site representative cannot be present at various sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the Sanitary Sewer Rehabilitation Project – Phase 20 is 210 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if constructions on both the projects do not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, and other services necessary to support the project. The proposal is separated into Basic Services and Special Services. Based on preliminary information available at this time, it is anticipated geotechnical investigation will not be performed for this project. This is due to availability of geotechnical information from previous projects in the general vicinity. However, if it is determined that geotechnical investigation is necessary; ARKK will submit a separate proposal to the City.

SCOPE OF SERVICES

I. DESIGN PHASE

A. Design Services

- Obtain utility information on the sanitary sewer lines designated for rehabilitation.
- Obtain any available record drawings on sanitary sewer lines designated for rehabilitation from the City.
- Meet with City Staff to discuss and finalize sanitary sewer segments and obtain additional information on maintenance issues.
- Perform field visits of the sanitary sewer line locations to obtain information on surface features and any other information that would aid with the design. Information gathered from the field visit will be used to aid with the design efforts and if required, will be included on the schematic layout drawings. Topographic survey of the project areas is not part of this scope and will not be performed for this project.
- Perform general manhole inspections on the sewer lines designated for rehabilitation. These inspections will be for general deterioration and condition purposes.
- Review and evaluate manhole inspection data gathered from the field visits and recommend suitable rehabilitation methods. Manholes that cannot be accessed during the design phase will either be uncovered by City personnel during the design phase or by the construction contractor during the construction phase.
- Coordinate with the City during the design phase.
- The design shall include the sanitary sewer identified by the City that can be rehabilitated with the construction budget of approximately \$1,076,000.00. ARKK will endeavor to update the City of Texas City of the cost estimate as the project progresses.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.

- Coordinate with Texas City Terminal Railway Company for improvements performed in their right-of-way areas (9th Ave. N., west of SH 146) and apply for approval for utility improvements within their right-of-way.
- Furnish documentation to Texas City Terminal Railway Company for their review and the issuance of a permit. The construction contractor will then submit pertinent documentation during the construction phase and obtain final approval to proceed with construction.
- Incorporate appropriate comments from the City into the final bid documents.
- Coordinate and submit plan drawings to the utility companies for review and comments.
- Incorporate comments into the bid documents.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review.
- Prepare final cost estimate for the project.
- Furnish two (2) sets of plans and specifications for each construction package to the City.

B. Special Services –Design Phase

1. Reproduction

- Costs for reproduction i.e., reproduction of plans, specifications will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.

- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare agenda for the pre-bid meeting.
- Conduct a pre-bid conference for prospective bidders.
- Prepare project addendums as necessary.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare an engineering letter of recommendation for City Commission award of the construction contract.

III. CONSTRUCTION PHASE SERVICES

A. *Basic Services - Construction Administration Services:*

- Prepare contract documents for execution by the successful bidder.
- Review bond and insurance data included in the executed contract documents provided by the Contractor and submit to City.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders as necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Part time site representation is not included in this scope.

- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans.

B. Special Services – Construction Phase

1. Construction Evaluation Services:

- Review pre-rehabilitation television inspection data provided by the construction Contractor and verify the method of rehabilitation. Approximately 20,600 L.F. of sanitary sewer pipe video data will be reviewed as part of this project. The actual footage of lines that will be reviewed will not be known until the completion of the pre-television inspection efforts by the construction contractor.
- Provide documentation of the review and coordinate with the Contractor during construction. Evaluation of the pre-rehabilitation television inspection provides the City access to the Contractor's pre-construction video inspection data and provides the City the ability to verify the rehabilitation prior to the construction contractor performing the work.
- Coordinate the rehabilitation efforts with the construction Contractor.
- Review post-rehabilitation television inspection data of approximately 20,600 L.F. of sanitary sewer pipe. Evaluation of post construction inspection video data provides a good measure of quality control.
- Coordinate the findings of the post-rehabilitation television inspection data review efforts with the City.

2. Construction Observation Services:

- Provide one construction observer (site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. This proposal is based on the Construction Inspector being on-site an average of 22 hours per week during the duration of active construction. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive

on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- The on-site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendation of payment of the periodic pay request to ARKK's project manager.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with the work.

3. Construction Materials Testing:

- Construction materials testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City (City) and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City has the option to contract directly with the materials testing firm.

FEE

The fees for the services are as follows:

Design Services: Lump Sum amount of:	\$82,400.00
Reproduction: lump sum amount of:	\$500.00
Bid Phase: lump sum amount of:	\$1,750.00
Construction Administration Services: lump sum amount of:	\$ 18,875.00
*Construction Materials Testing Budget: (Cost plus 10%)	\$ 2,000.00
*Construction Observation: (Hourly and cost plus 10%)	\$69,950.00
Construction Evaluation Services: lump sum amount of:	<u>\$24,375.00</u>
Total Fee	\$199,850.00

The anticipated construction contract duration for the project is estimated to be 210 calendar days. The construction observation budget is based on providing a project site representative an average of 20 hours/week for 210 calendar days (in conjunction with the Water Line Replacement Phase 18 Project). The fee includes hourly costs for a project site representative, and vehicle charge of \$35/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to working with the City of Texas City on this very important project.

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"

INSURANCE LIMITS

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$1,000,000
		Aggregate:	\$1,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000

RESOLUTION NO. 20-107

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR THE SANITARY SEWER REHABILITATION PROJECT – PHASE 20; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for the Sanitary Sewer Rehabilitation Project- Phase 20; and

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for the Sanitary Sewer Rehabilitation Project- Phase 20; and

WHEREAS, the cost for the Engineering Service Agreement is approximately \$199,850.00.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for Sanitary Sewer Rehabilitation Project- Phase 20.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Service with ARKK Engineers, LLC, in the form attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

SECTION 3: That the Mayor is authorized to approve change orders not to exceed twenty-five percent (25.0%) of the total contract without taking the matter before the City Commission.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (h)

Meeting Date: 10/21/2020

Engineering Services for Rehabilitation of the Godard Park 1,000,000 Gallon Elevated Storage Tank Project

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the execution of an engineering agreement with ARKK Engineers, LLC. for Rehabilitation of the Godard Park 1,000,000 Gallon Elevated Storage Tank Project.

BACKGROUND

ARKK Engineers, LLC has submitted and Agreement for Services, for the engineering services of the City of Texas City's Rehabilitation of the Godard Park 1,000,000 Gallon Elevated Storage Tank Project for the total amount of \$89,950.00. This will include the design, bid, and construction phases.

A copy of this agreement is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve the a resolution authorizing the Mayor to execute a the Agreement for Services with ARKK Engineers, LLC. for the Rehabilitation of the Godard Park 1,000,000 Gallon Elevated Storage Tank Project, on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ___ day of _____, A.D., 20___ by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City Proposal for Engineering Services for the City of Texas City's "**Rehabilitation of the Godard 1,000,000 Gallon Elevated Storage Tank ("Project")**".

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. **Engagement of Consultant** - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. **Availability of Information** - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.
3. **Access to Facilities** - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproduces of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$89,950.00** for Engineering and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury,

death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC
Consultant

BY:



MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

DIRECTOR OF FINANCE



October 9, 2020

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's
"Rehabilitation of the Godard 1,000,000 Gallon Elevated Storage Tank" project

Dear Mr. Ballast:

As requested, ARKK Engineers, LLC is pleased to submit this proposal for providing engineering services on the above referenced project.

DESCRIPTION OF PROJECT

The project involves the rehabilitation of the existing 1,000,000 gallon welded steel elevated water tank located at the City's Godard Park Water Plant. The estimated construction cost to rehabilitate this tank is \$1 million, which includes a 15% contingency. The estimated improvements include recoating the tank interior and exterior, and performing miscellaneous mechanical repairs.

SCOPE

DESIGN PHASE SERVICES

- Perform an inspection of the inside and outside of the water storage tank. A report of the findings and recommendations for improvements will be provided. The inspection and report of the needed repairs and improvements will be performed by a subconsultant to ARKK.
- The engineering technical design will include technical specifications detailing the scope of work, and supplemented with 8.5 x 11 details of the mechanical repairs as needed.
- ARKK will prepare the contract documents and general work specifications for the project.

BID PHASE SERVICES

The Bid Phase tasks include the following items:

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents from ARKK's office to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare project addendums as necessary.
- Conduct a pre-bid conference for prospective bidders.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.

CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Phase

- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.

- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.

B. Special Services – Construction Phase

1. Construction Inspection Services (By sub-consultant):

- ARKK proposes to utilize the services of a sub-consultant to perform the quality assurance inspections. The periodic construction inspection budget is based on providing 60 total inspections during the course of the project.
- Provide inspection services as outlined in AWWA Manual of Water Practice M42 for the Orchid Drive Elevated Water Tank.
- Perform inspection of the surface preparation using NACE RP0287 I ASTM D4417 (Tes-Ex Tape) where required.
- Inspection for SSPC visual standards before painting occurs.
- Perform periodic observation of contractor's coating application procedures, environmental conditions during application, dry film thickness readings for each coat.
- Perform cure test in accordance with ASTM D 4752 (solvent rub test) and ASTM D 3363 (pencil hardness test), and all other required testing as outlined in the design specifications.

FEE

The Design Phase Fee is the lump sum amount of:	\$39,400.00
The Bid Phase Fee is the lump sum amount of:	\$1,750.00
The Reproduction fee is the lump sum amount of:	\$ 250.00
The Construction Administration fee for this task is the lump sum amount of:	\$17,750.00
The Periodic Construction Inspection Budget is the budgetary amount of: <i>(60 inspections, meetings, post construction trips @ \$467.50 per Inspection trip)</i>	\$28,050.00
Miscellaneous Services Allowance Budget :	<u>\$2,750.00</u>
TOTAL FEES:	\$89,950.00

The anticipated construction contract duration for the project is 180 calendar days.

ARKK Engineers, LLC will submit monthly progress invoices for all engineering work completed to invoice date. The invoices would be based on the percentage of the work completed during the invoice period for lump sum items, and subcontractor's costs plus 10%. The Misc. Services fee basis will only be utilized with prior permission from the City.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to working with the City of Texas City on this very important project.

Sincerely,
ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.
Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"

INSURANCE LIMITS

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$1,000,000
		Aggregate:	\$1,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000

RESOLUTION NO. 20-108

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR THE REHABILITATION OF THE GODARD PARK 1,000,000 GALLON ELEVATED STORAGE TANK PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for the Rehabilitation of the Godard Park 1,000,000 gallon Elevated Storage Tank Project; and

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for Rehabilitation of the Godard Park 1,000,000 gallon Elevated Storage Tank Project; and

WHEREAS, the cost for the Engineering Service Agreement is approximately \$89,950.00.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the Rehabilitation of the Godard Park 1,000,000 gallon Elevated Storage Tank Project.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Service with ARKK Engineers, LLC, in the form attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (i)

Meeting Date: 10/21/2020

Engineering Services for the City of Texas City's Blower and Fine Screen Improvements Project

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve a the execution of an engineering Agreement for Services with ARKK Engineers, LLC. for the Blower and Fine Screens Improvement Project.

BACKGROUND

ARKK Engineers, LLC. has submitted an Agreement for Services for the engineering services of the Blower and Fine Screen Improvement Project for the total amount of \$136,730.00. This includes all phases of design, bidding, construction administration, and construction support.

A copy of this agreement is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement of Services, with ARKK Engineers, LLC. for the Blower and Fine Screen Improvement Project, on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 20-109

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR THE BLOWER AND FINE SCREENS IMPROVEMENTS PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for the Blower and Fine Screens Improvements Project; and

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for Rehabilitation of the Blower and Fine Screens Improvements Project; and

WHEREAS, the cost for the Engineering Service Agreement is approximately \$136,730.00.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the Blower and Fine Screens Improvements Project.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Service with ARKK Engineers, LLC, in the form attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 20____, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "Blower and Fine Screen Improvements Project ("Project")".

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. **Engagement of Consultant** - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. **Availability of Information** - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.
3. **Access to Facilities** - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. **Instruments of Service** - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The

Consultant is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.

5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$136,730** for Design Services and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts

or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARCK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

DIRECTOR OF FINANCE



ATTACHMENT "A"

October 9, 2020

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's
"Blower and Fine Screen Improvements" project

Dear Mr. Ballast:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for engineering services associated with the referenced project. This proposal is based on our meetings and conversations and information provided by the City. A brief overview of the project and scope of services are provided below:

GENERAL OVERVIEW

This project involves two (2) main elements:

1. The addition of a new 75 horsepower multi-stage centrifugal blower and control panel to the existing battery of four blowers; and the replacement of the existing four (4) individual blower control panels. All above ground air piping in the vicinity will be recoated.
2. The replacement of the existing two (2) automatic fine screen mechanical units at the wastewater plant headworks. As part of the work, the conveyor and chutes will be replaced, and new control panels installed. A new combination screening washer/compactor is proposed. The existing system was installed in 2007, and due to the harsh environment is in need of replacement.

An order-of-magnitude construction cost of the above listed items is **\$975,000**. This figure includes a 15% contingency.

SCOPE OF SERVICES

A. DESIGN AND BID PHASE

- ARKK will prepare:
 - Construction contract documents suitable for bidding.
 - Civil, Mechanical, Electrical, and Structural Technical specifications of the proposed work items.
 - Civil, Mechanical, Electrical, and Structural Drawings for the blower and fine screen improvements.
- Perform field reconnaissance and measurements of the project site geometry to verify the structural dimensions and other information that would impact design and construction.
- Coordinate with contractors specializing in wastewater treatment plant work for constructability review and comments.
- Provide two (2) draft sets of 60% and 90% completion design documents and cost estimates for the project for City review and comments.
- This scope does not include any surveying services or geotechnical services, as these are not believed to be needed at this time.

B. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare project addendums as necessary.
- Conduct a pre-bid conference for prospective bidders.

- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.

C. CONSTRUCTION PHASE

Construction Administration Services

- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.

Construction Phase Support Services

- ARKK will provide Construction Phase Support services that will include providing one (1) project site representative to observe the construction of the proposed improvements. The estimated construction contract duration for the project is 210 calendar days.

- The fee budget for the construction observation services is based on the site representative being on site an average 10 hours/week for the active period of construction. The Construction Inspector will be on-site for fewer days per week during the initial and completion stages of the work, and more often during the middle portion of the construction contract when the work is most active.
- ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, and resolve conflicts uncovered in the field.

FEE

Design Phase: The lump sum amount of:	\$73,300.00
Reproduction: Cost plus 10% amount of:	\$400.00
Bid Phase: The lump sum amount of:	\$1,750.00
Construction Administration Services: The lump sum amount of:	\$25,295.00
Construction Phase Support Services: (Hourly and cost plus 10%, plus \$35 daily vehicle cost)	\$35,985.00
Total Fee:	\$136,730.00

The anticipated construction contract duration for the project is estimated to be 210 calendar days. The construction phase support services budget is based on providing a project site representative an average of 10 hours per week during periods of active construction. The budget includes hourly costs for a project site representative, and supervisory services, and vehicle charges. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 2.99 and direct cost plus 10%. No additional services will be performed or invoiced without prior authorization from the City of Texas City.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to working with the City of Texas City on this very important project.

Sincerely,
ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.
Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"

INSURANCE LIMITS

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$1,000,000
		Aggregate:	\$1,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit: \$500,000	
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000

CITY COMMISSION REGULAR MTG

(7) (j)

Meeting Date: 10/21/2020

Bid # 2020-387 Lift Station 12 Rehabilitation Project

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for bid # 2020-387 Lift Station 12 Rehabilitation Project.

BACKGROUND

On September 10, 2020 and September 17, 2020, the Notice to Bidders was advertised in the local paper, and bid packets were made available to local area businesses through CivCastUSA and ARKK Engineers, LLC.. On September 29, 2020 bids were opened and read aloud.

The lowest responsible bidder meeting all requirements was R & B Group, Inc. for the total amount \$608,805.00.

A bid tabulation and letter of recommendation are attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department that the City Commission award this project R & B Group, Inc. for the total bid amount of \$608,805.00. and authorize the Mayor to execute a contract on behalf of the City Commission . Public Works further recommends that the Mayor be authorized to execute any change orders, not to exceed 25% of the contract amount, without bringing the matter before the City Commission.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 20-110

A RESOLUTION APPROVING BID NUMBER 2020-387 LIFT STATION 12 REHABILITATION PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published in The Daily News on September 10, 2020 and September 17, 2020. Bids packets were made available via CivCastUSA for Bid No. 2020-387 Lift Station 12 Rehabilitation Project; and

WHEREAS, bids were opened September 29, 2020. The low responsible bid meeting all the specifications was received from R & B Group, Inc. for the total bid amount of \$608,805.00; and

WHEREAS, the Public Works Department recommends that Bid No. 2020-387 Lift Station 12 Rehabilitation Project be awarded to R & B, Inc.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby awards Bid No. 2020-387 Lift Station 12 Rehabilitation Project to R & B, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with R & B, Inc. for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



October 9, 2020

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: **Letter of Recommendation - Lift Station 12 Rehabilitation Project
BID #2020-387**
City of Texas City
ARKK Job No. 19-042

Dear Mr. Ballast:

On September 29, 2020, the City of Texas City received bids for the above referenced project. This project involves the rehabilitation of Lift Station 12 located on 19th street at 25th Avenue North. Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet –Three (3) construction firms participated in the bidding process. The bid was checked for mathematical errors and/or bid irregularities.

<u>Bidder</u>	<u>Total Bid</u>
R&B Group, Inc.	\$608,805.00
Gilleland Smith Construction, Inc.	\$639,832.00
Sustanite Support Services, LLC	\$647,000.00

Qualifications and References – R&B Group, Inc. submitted a Subcontractors and Major Suppliers for this project.

ARKK Engineers has worked with R&B Group, Inc. previously on similar projects and they have completed the work in a satisfactory manner. R&B Group is currently completing The Texas City Lift Station 29 Improvements Project for the City of Texas City. R&B Group appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **Lift Station 12 Rehabilitation Project to R&B Group, Inc. for a total amount of \$608,805.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.
Senior Project Manager

cc: Mr. Jack Haralson – City of Texas City

CITY COMMISSION REGULAR MTG

(7) (k)

Meeting Date: 10/21/2020

Annual property, liability, and workers' compensation insurance coverage

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-111, approving the payment of property, liability, and workers' compensation insurance premiums for the period October 1, 2020 through September 30, 2021.

BACKGROUND

Annual premiums paid to Texas Municipal League Intergovernmental Risk Pool (TML-IRP). For 2020/2021 premiums are as follows:

Property and Liability: \$478,829.04

Workers' Compensation: \$248,500.56

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (I)

Meeting Date: 10/21/2020

Bid # 2020-088 Vegetation Management Chemicals Annual Contract

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2020-088 Vegetation Management Chemicals Annual Contract

BACKGROUND

On September 23, 2020, a Notice To Bidders was published in the local newspaper and bid packets were made available to local area vendors. Bids were opened on October 7, 2020.

The bids were read aloud and a bid tabulation was filled out.

The lowest responsible bidder meeting all specifications was Nutrien Solutions.

A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2020-088 Vegetation Management Chemicals Annual Contract to Nutrien Solutions for the unit prices bid and that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

BID TAB TOTALS

2020-088 VEGETATION MANAGEMENT CHEMICALS

<u>ITEM</u>	<u>Nutrien Ag Solutions</u>	Helena	Red River
41% Glyphosate 2.5 Gal. Container Unit / Extended	\$26.35 \$1,264.80	NO BID	\$32.45 \$1,557.60
41% Glyphosate 30 Gal. Drum Unit / Extended	\$326.05 \$1,304.20	NO BID	\$387.00 \$1548.00
Aquatic Glyphosate 2.5 Gal. container Unit / Extended	\$37.54 \$900.96	NO BID	\$45.00 \$1,080.00
Aquatic Glyphosate 30 Gal. Drum Unit / Extended	\$449.00 \$898.00	NO BID	\$532.80 \$1,065.00
Veterans 720 2.5 Gal. Container Unit / Extended	\$28.40 \$681.90	NO BID	\$78.70 \$1,888.80
Veterans 720 30 Gal. Drum Unit / Extended	\$340.80 \$681.60	NO BID	NO BID
Arsenal 2.5 Gal. Container Unit / Extended	\$119.70 \$1,436.40	NO BID	\$133.88 \$1,606.56
Arsenal 30 Gal. Drum Unit / Extended	\$1,400.10 \$1,400.10	NO BID	\$1,560.00 \$1,560.00
Garlon 3-A 2.5 Gal Container Unit / Extended	\$120.00 \$2,880.00	NO BID	\$122.80 \$2,947.20
Garlon 3-A 30 Gal. Drum Unit / Extended	\$1,200.00 \$2,400.00	NO BID	\$1,473.60 \$2,947.20
Plateau 1 Gal. Unit / Extended	\$98.00 \$392.00	NO BID	\$112.00 \$448.00

Bid Opening: Wednesday, October 07, 2020 at 10 a.m.

ITEM	Nutrein Ag Solutions	Helena	Red River
Oust 3 LB Container Unit / Extended	\$115.00 \$230.00	NO BID	\$95.70 \$191.40
Surfactant 2.5 Gal. Container Unit / Extended	\$24.75 \$594.00	NO BID	\$26.00 \$624.00
Surfactant 30 Gal. Drum Unit / Extended	\$294.00 \$588.00	NO BID	\$299.40 \$598.80
Aquatic Surfactant 2.5 Gal. Container Unit / Extended	\$50.00 \$200.00	NO BID	\$37.12 \$148.48
Nu Film – IR 2.5 Gal. Container Unit / Extended	\$92.00 \$736.00	NO BID	\$99.88 \$799.04
Drift Control Per Quart Unit / Extended	\$12.00 \$240.00	NO BID	\$9.98 \$199.60
Drift Control Per Gallon Unit / Extended	\$48.00 \$240.00	NO BID	\$32.00 \$160.00
Tank Cleaner Per Gallon Unit / Extended	\$39.00 \$390.00	NO BID	\$25.95 \$259.50
Marking Dye Per Gallon Unit / Extended	\$28.00 \$280.00	NO BID	\$21.95 \$219.50
Marking Dye 2.5 Gallon Container Unit / Extended	\$69.00 \$276.00	NO BID	\$49.70 \$198.80
Reward Per Gallon Unit / Extended	\$51.00 \$51.00	NO BID	\$48.00 \$48.00
TOTAL EXTENDED	\$18,064.16	NO BID	\$20,096.08

RESOLUTION NO. 20-112

A RESOLUTION APPROVING BID NUMBER 2020-088 VEGETATION MANAGEMENT CHEMICALS ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published in The Daily News on September 23, 2020 and made available to local area vendors for Bid No. 2020-088 Vegetation Management Chemicals Annual Contract; and

WHEREAS, bids were opened October 7, 2020. The low responsible bid meeting all the specifications was received from Nutrien Solutions; and

WHEREAS, the Public Works Department recommends that Bid No. 2020-088 Vegetation Management Chemicals Annual Contract be awarded to Nutrien Solutions.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby awards Bid No. 2020-2020-088 Vegetation Management Chemicals Annual Contract be awarded to Nutrien Solutions.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Nutrien Solutions for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (m)

Meeting Date: 10/21/2020

Bid # 2020-389 Texas City FM 1764 Bridge Monuments Project

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for Bid # 2020-389 Texas City FM 1764 Bridge Monuments Project.

BACKGROUND

A Notice To Bidders for bid number 2020-389 was advertised on September 16, 2020 and September 23, 2020, and bid packets were made available to local area vendors via CivCast. Bids were received, opened, and read aloud on October 7, 2020 at 2 p.m..

The lowest responsible bidder meeting all of the qualifications was Johnson Fence and Masonry, LLC. with a total bid amount of \$293,424.00

The bid tabulation and letter of recommendation are attached for your review.

ANALYSIS

It is the recommendation of the Texas City, City Engineer along with the Clark Condon Associates, Inc. architect, Brandon Whittaker, to award the contract for bid number 2020-389 Texas City FM 1764 Bridge Monuments Project to Johnson Fence and Masonry, LLC. for the total bid amount of \$293,424.00 and that the Mayor be authorized to execute a contract on behalf of the City Commission.

It is further recommended that the Mayor be authorized to approve any change order, not to exceed 25% of the contract amount, without bringing the matter before the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Exhibit B
Resolution

CLARK CONDON

10401 STELLA LINK ROAD
HOUSTON, TEXAS 77025

phone 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

October 21, 2020

City of Texas City
c/o Doug Kneupper
City Engineer
928 5th Ave. North
Texas City, TX 77592

**RE: Texas City FM 1764 – Bridge Monuments
CCA Project No. 119-064**

Dear Doug,

Three bids were received for the construction of the Texas City Fm 1764 – Bridge Monuments.

Johnson Fence & Masonry, LLC has submitted a low qualified bid of \$293,424.00. Millis Development and Construction, LLC. has submitted a qualified bid of \$341,908.16. DL Meacham LP has submitted a qualified bid of \$354,079.26. Please find enclosed a copy of the bid tabs dated October 7, 2020.

After discussions with Texas City Clark Condon takes no exception to award Johnson Fence & Masonry, LLC with a bid of \$293,424.00 be awarded the contract and authorized to perform this work. Should you have any questions, please contact me.

Sincerely,

Brandon Whittaker

				Johnson Fence & Masonry	
ITEM					
NO.	ITEM	QTY.	UNIT	UNIT COST	EXTENSION
General					
1	Site Prep & Mobilization	1	LS	\$6,086.00	\$6,086.00
2	Performance, Payment, & Maintenance Bonds	1	LS	\$7,547.00	\$7,547.00
3	Construction Permits	1	LS	\$1,144.00	\$1,144.00
4	Traffic Control (TxDOT Standards)	1	LS	\$2,839.00	\$2,839.00
Total General					\$17,616.00
Demolition					
5	Existing Concrete Walk	1,471	SF	\$4.26	\$6,266.46
6	Existing Concrete Ramp	1	EA	\$609.00	\$609.00
7	Existing Wood Fence	151	LF	\$6.10	\$921.10
Total Demolition					\$7,796.56
Hardscape					
8	Concrete Walk	1,765	SF	\$7.12	\$12,566.80
9	Haunched Edge at Walk	28	LF	\$3.65	\$102.20
10	Concrete Curb Ramp	2	EA	\$579.00	\$1,158.00
11	Concrete Pad at Light	37	SF	\$7.12	\$263.44
12	Stone Veneer Columns	2	EA	\$3,527.00	\$7,054.00
13	20'-0" Texas City Monuments Complete in Place with Graphics & Lighting	4	EA	\$47,471.00	\$189,884.00
14	Decorative Metal Rail	168	LF	\$122.00	\$20,496.00
Total Hardscape					\$231,524.44
Electrical					
15	Electrical Service Complete in Place	1	LS	\$7,790.00	\$7,790.00
16	Conduit & Wiring Complete in Place	1	LS	\$10,346.00	\$10,346.00
17	In-Ground Mounted Lights	4	EA	\$3,919.00	\$15,676.00
Total Lighting and Electrical					\$33,812.00
Softscape					
18	Fine Grade & Sod	500	SF	\$2.43	\$1,215.00
19	Hand Watering	1	LS	\$1,460.00	\$1,460.00
Total Softscape					\$2,675.00
TOTAL BASE					<u>\$293,424.00</u>

Millis Development		D.L. Meacham	
UNIT COST.	EXTENSION.	UNIT COST,	EXTENSION,
\$12,118.07	\$12,118.07	\$8,000.00	\$8,000.00
\$6,197.19	\$6,197.19	\$6,250.00	\$6,250.00
\$1,160.00	\$1,160.00	\$1,650.00	\$1,650.00
\$8,148.19	\$8,148.19	\$25,910.00	\$25,910.00
	\$27,623.45		\$41,810.00
\$4.51	\$6,634.21	\$2.90	\$4,265.90
\$1,121.24	\$1,121.24	\$688.00	\$688.00
\$7.43	\$1,121.93	\$22.90	\$3,457.90
	\$8,877.38		\$8,411.80
\$5.71	\$10,078.15	\$6.95	\$12,266.75
\$64.95	\$1,818.60	\$23.00	\$644.00
\$3,408.80	\$6,817.60	\$2,070.00	\$4,140.00
\$94.46	\$3,495.02	\$11.55	\$427.35
\$4,474.13	\$8,948.26	\$3,318.00	\$6,636.00
\$47,565.06	\$190,260.24	\$49,311.00	\$197,244.00
\$141.76	\$23,815.68	\$154.52	\$25,959.36
	\$245,233.55		\$247,317.46
\$13,091.90	\$13,091.90	\$11,577.00	\$11,577.00
\$14,828.23	\$14,828.23	\$29,700.00	\$29,700.00
\$5,882.38	\$23,529.52	\$2,886.00	\$11,544.00
	\$51,449.65		\$52,821.00
\$10.15	\$5,075.00	\$2.50	\$1,250.00
\$3,649.13	\$3,649.13	\$2,469.00	\$2,469.00
	\$8,724.13		\$3,719.00
	<u>\$341,908.16</u>		<u>\$354,079.26</u>

RESOLUTION NO. 20-113

A RESOLUTION APPROVING BID NUMBER 2020-389 TEXAS CITY FM 1764 BRIDGE MONUMENTS PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published in The Daily News on September 16, 2020 and September 23, 2020. Bids packets were made available via CivCastUSA for Bid No. 2020-389 Texas City FM 1764 Bridge Monuments Project; and

WHEREAS, bids were opened October 7, 2020. The low responsible bid meeting all the specifications was received from Johnson Fence and Masonry, LLC for the total bid amount of \$293,424.00; and

WHEREAS, the Public Works Department recommends that Bid No. 2020-389 Texas City FM 1764 Bridge Monuments Project be awarded to Johnson Fence and Masonry, LLC.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby awards Bid No. 2020-389 Texas City FM 1764 Bridge Monuments Project to Johnson Fence and Masonry, LLC.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Johnson Fence and Masonry, LLC for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (n)

Meeting Date: 10/21/2020

Bid #2020-391 LED Marquee Signs At Various Locations Project

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for the Bid #2020-391 LED Marquee Signs At Various Locations Project.

BACKGROUND

A Notice To Bidders was published in the local newspaper on September 23, 2020 and September 30, 2020 for the Bid #2020-391 LED Marquee Signs At Various Locations Project. Bid packets were made available to local area vendors.

Bids were received, opened and read aloud on October 15, 2020 at 2 p.m.. The lowest responsible bidder was Signdealz with a total bid price \$56015.00.

A bid tabulation and letter of recommendation are attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department that the City Commission award this project to Signdealz for the total amount of \$56,015.00 and that the Mayor be authorized to execute a contract on behalf of the City Commission. Public Works further request that the Mayor be authorized to approve any change orders, not to exceed 25% of the contract amount, without bringing the matter before the Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Exhibit B
Resolution



2020-391

LED MARQUEE SIGNS AT VARIOUS LOCATIONS PROJECT

Bid Tabulation

BIDDER	BID BOND	ADDEN-DUM(s)	TOTAL AMOUNT BID
RECS Signs, LLC dba Signarama	YES	N/A	\$90,703.16
Signdealz	YES	N/A	\$56,015.00



Date: October 15, 2020

Mayor Matthew T. Doyle and
Members of the City Commission
City Hall
1801 9th Avenue North
Texas City, Texas 77590

RE: Bid Award Approval for LED MARQUEE SIGNS at VARIOUS LOCATIONS PROJECT

Ladies and Gentlemen:

On October 15, 2020, the City received a bid in the amount of \$56,015.00 from SignDealz for supplying and installing 2 new 3'x12' Hi-Resolution Marquee Signs at new Public Works Office and Chamber of Commerce Building. Attached is a copy of the bid tabulation with bids from all bidding sign companies for your review.

SignDealz is a reputable company and has recently finished a LED Display Unit for the Pearland Independent School District Football Stadium as well as one for Kyle Field at Texas A&M University. It is my recommendation that SignDealz be awarded this project due to their performance on previous high visibility projects and the obvious technical knowledge of their sales team. Please authorize the Mayor to award this project to them on behalf of the City Commission, so the Contract process can get underway.

Respectfully,

DJ Hutchinson
Project Administrator

/cc: Jack Haralson, Director of Public Works

RESOLUTION NO. 20-114

A RESOLUTION APPROVING BID NUMBER 2020-391 LED MARQUEE SIGNS AT VARIOUS LOCATIONS PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published in The Daily News on September 23, 2020 and September 30, 2020. Bids packets were made available to local area vendors for Bid No. 2020-391 LED Marquee Signs at Various Locations Project; and

WHEREAS, bids were opened October 7, 2020. The low responsible bid meeting all the specifications was received from Signdealz for the total bid amount of \$56,015.00; and

WHEREAS, the Public Works Department recommends that Bid No. 2020-391 LED Marquee Signs at Various Locations Project be awarded to Signdealz.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby awards Bid No. 2020-391 LED Marquee Signs at Various Locations Project to Signdealz.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Signdealz for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 10/21/2020

Abandonment of Alley in Block 63 Texas City First Division

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider approval of an Ordinance vacating and abandoning a portion of the alley in Block 63 of the Texas City First Division as requested by Eastman Chemical Company.

BACKGROUND

This item was tabled on October 7, 2020, and requested to be brought before City Commission on October 21, 2020.

Eastman Chemical Company owns most of the property in this area, between 6th Street and Bay Street and south of Texas Ave. Eastman has petitioned the City to vacate and abandon a portion of an alley in Block 63 of the Texas City First Division Plat. The abandonment of the alley will help Gulf Coast Ammonia and Air Products in their current project constructing an ammonia production facility. The Planning Board considered this request at their October 5th meeting. The Planning Board recommends approval without any conditions.

There is an exhibit attached that shows the location of the affected alleyway.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

Staff Memo

Eastman Petition Letter

Block 63 Alley Survey

Aerial Image

ORDINANCE NO. 20-39

AN ORDINANCE TO VACATE AND ABANDON A PORTION OF THE ALLEY IN BLOCK 63 OF THE TEXAS CITY FIRST DIVISION AS REQUESTED BY EASTMAN CHEMICAL COMPANY; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Eastman Chemical Company owns most of the property in this area, between 6th Street and Bay Street and south of Texas Ave. Eastman has petitioned the City to vacate and abandon a portion of an alley in Block 63 of the Texas City First Division Plat. The abandonment of the alley will help Gulf Coast Ammonia and Air Products in their current project constructing an ammonia production facility; and

WHEREAS, The Planning Board considered this request at their October 5, 2020 meeting. Planning Board recommends approval without any conditions.

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

SECTION 1: That the City Commission of the City of Texas City finds it in the best interest of the City to abandon and vacate a portion of an alley in Block 63 of the Texas City First Division Plat.

SECTION 2: That the above-described property is hereby declared abandoned.

SECTION 3: That the City of Texas City hereby retains unto itself any existing public and private utility easements on said property, if any.

SECTION 4: That the Mayor is hereby authorized to execute a Quitclaim Deed, if requested, by any abutting property owners.

SECTION 5: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

SECTION 6: That the City Secretary shall cause to be filed a certified copy of this Ordinance in the Real Property Records of Galveston County, Texas and present notification of the abandonment to the Galveston Central Appraisal District.

SECTION 7: That this Ordinance shall be passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 7th day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

Memo

To: Planning Board
From: Doug Kneupper, City Engineer
CC:
Date: September 28, 2020
Re: Public Alley Abandonment (Block 63 Texas City First Addition – adjacent to 2nd Ave S.)

Background: Large portions of Texas City have been subdivided into a grid or network of public streets and alleys. That is the case here in TEXAS CITY FIRST ADDITION. Most of the streets are improved and paved with either concrete or asphalt. Most of the alleys are utilized for solid waste pick-up and numerous utility services including water, sewer, electric, gas, telephone. However, there are public streets and alleys that have never been utilized or no longer need to be utilized for any public service. These streets and alleys that are no longer needed can be systematically abandoned and become a useable part of the adjacent property. Allowing the abandonment of specific streets and alleys creates the ability to consolidate tracts of land and leads to more favorable development opportunities.

The city's policy for abandonment of streets and alleys requires review and recommendation from the Planning Board with final approval from the City Commission.

Review and Recommendation: Eastman Chemical Company (Petitioner) owns all of the parcels adjacent to this request, and a considerable amount of the property in the vicinity. The request is to abandon the 15' wide alley between Lot 11 and Lots 12-16 in Block 63 of the Texas City First Addition Plat. This current request involves 1,875 sq. ft. The request to abandon the alley in this area will allow the consolidation of individual lots / blocks and help Eastman with its current project involving Gulf Coast Ammonia and Air Products.

Staff's review has determined that city utilities are within the area, but can be abandoned in place with no adverse effects. All private utility companies affected by this request have provided letters of no objection. City staff has reviewed this request and offers no objections to approval.

Date: September 25th, 2020

City of Texas City
928 5th Ave. North
Texas City, TX 77590
Phone: 409-643-5925

Hello:

Eastman Chemical Company is in the process of developing the property it owns in the Industrial Business District (IBD) located in Texas City. The property in question, known as Block 63, is located just North of the Eastman facility located at 201 Bay St. S, Texas City, TX 77590. The alleyway/land in Block 63 will be used to support Gulf Coast Ammonia and Air Products' efforts to build a facility on Eastman property. Eastman Chemical is looking for a letter of no objection from the City of Texas City for Block 63 including any alleyways. Eastman owns the properties surrounding the requested alleyways. The roads and the surrounding properties have not been in residential service for over a decade. Ideally, Eastman would prefer that the unused infrastructure be isolated, disconnected, and abandoned in place. If that is not feasible, please indicate what work would need to be performed to relocate the infrastructure as a condition of receiving a letter of no objection. If you would like to further discuss this matter, I can be reached via phone at (409) 942-3216 or e-mail at rarteaga@eastman.com

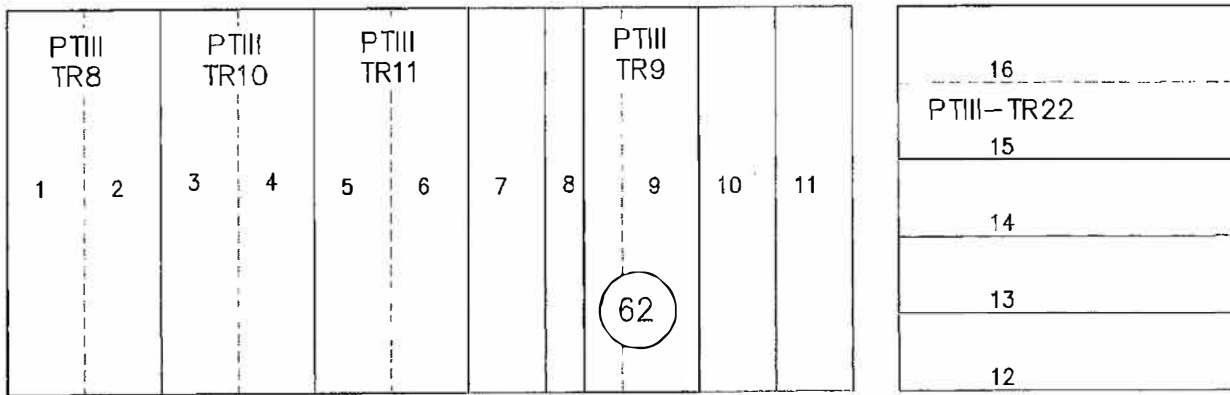
An amount of \$300.00 made payable to Texas City Transportation and Planning Dept. as payment for the processing of this request is included.

By:

Ricardo Raul Arteaga/Eastman Chemical Company
201 Bay Street S.,
Texas City, TX 77590
(409) 942-3216
rarteaga@eastman.com

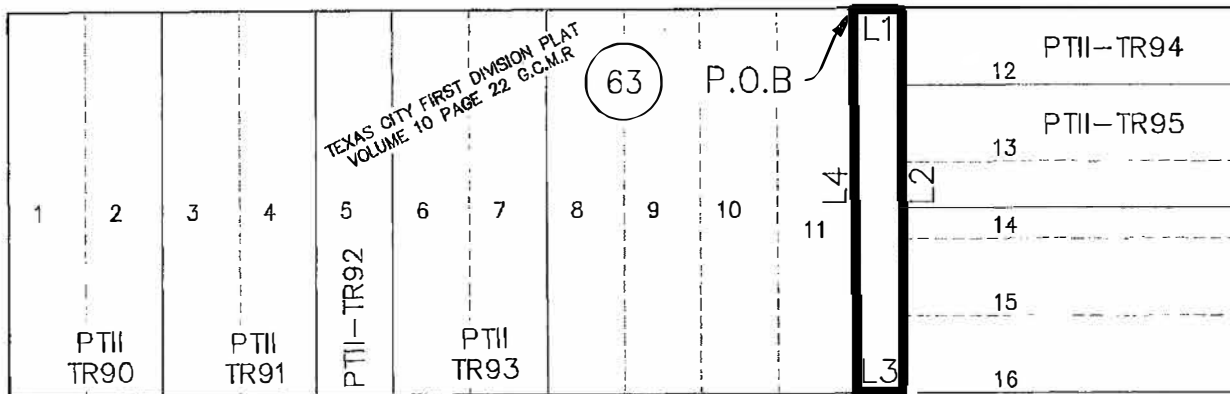


FIRST AVENUE SOUTH
(70' R.O.W.)



FIFTH STREET
(75' R.O.W.)

FOURTH STREET
(100' R.O.W.)



SECOND AVENUE SOUTH
(80' R.O.W.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°33'10"E	15.00'
L2	S00°26'50"E	125.00'
L3	S89°33'10"W	15.00'
L4	N00°26'50"W	125.00'

EXHIBIT
0.0430 ACRES
PROPOSED ALLEY TO VACATE AND ABANDON
IN THE
NORMAN HURD, SURVEY A-77
GALVESTON COUNTY, TEXAS

DRAWN: MR
CHECKED: RK



18441 SPACE CENTER BLVD, HOUSTON, TX 77058

DATE: May 6, 2020

JOB NO.: 19243

SCALE: 1" = 60'

SHEET NO.: 1 OF 1

DWG. NAME: exhibit alley ■bandoment.dwg

METES AND BOUNDS DESCRIPTION
PROPOSED ALLEY TO VACATE AND ABANDON OUT OF TEXAS CITY FIRST DIVISION
(VOL. 10, PG. 22, G.C.M.R.)
ALLEY WITHIN BLOCK 63
0.0430 ACRES (1,875 SQUARE FEET)
NORMAN HURD SURVEY A-77
GALVESTON COUNTY, TEXAS

Being a 0.0430-acre tract of land, located in Norman Hurd Survey Abstract No. 77, Galveston County, Texas, all being situated in the Texas City First Division according to the map thereof recorded in Volume 10, Page 22 of the Galveston County Map Records, Texas and being more particularly described by metes and bounds as follows:

➤ All bearings herein were based on calls of 237.0539 acres -Tract 86A G.C.C.F. No. 9634443

BEGINNING at the northeast corner of Lot 11, Block 63 of said Texas City First Division Map, being a point in the south right-of-way line of a 20-foot-wide alley within Block 62 and Block 63;

THENCE North 89°33'10" East, along said south right-of-way line of a 20-foot-wide alley, for a total distance of 15.00 feet to the northwest corner of Lot 12, Block 63;

THENCE South 00°26'50" East, along the east right-of-way line of a 15-foot-wide alley within Block 63 and the west line of Lots 12-16, Block 63, for a total distance of 125.00 feet, to the southwest corner of Lot 16, Block 63 to a point in the north right-of-way line of Second Avenue South (80-foot width right-of-way);

THENCE South 89°33'10" West, along said north right-of-way line of Second Avenue South, for a total distance of 15.00 feet to the southeast corner of Lot 11, Block 63;

THENCE North 00°26'50" West, along the west right-of-way line of said 15-foot-wide alley within Block 63 and the east line of Lot 11, Block 63, for a total distance of 125.00 feet, to the **POINT OF BEGINNING** of the herein described tract of land and containing 0.0430 acres (1,875 square feet) of land.

A survey map has been prepared in conjunction with this metes and bounds description, dated April 27, 2020.

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Eastman Block 63



197

197



CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 10/21/2020

Amend fiscal year 2020-2021 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Amend the fiscal 2020-2021 budget to appropriate funds for West Annex & Biosphere Facility Parking Lots Improvement Project.

BACKGROUND

The lowest responsible bidder meeting all requirements is Lucas Construction Company, Inc. for the total bid amount of \$599,777.00. City Commission awarded this contract under Resolution No. 20-099.

The funding for the biosphere portion of this project should have been carried over from fiscal year 2019-2020. The carryover amount is \$415,591. The additional amount of \$184,186 is a new budget item. The total funding will come from the General Fund unassigned fund balance.

ANALYSIS

Budget Amendment:

General Fund (Fund 101):

Public Works Land & Building Improvements	\$184,186.00
Sanitation Land & Building Improvements	\$415,591.00
Unassigned Fund Balance	(\$599,777.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 20-44

AN ORDINANCE AMENDING ORDINANCE NO. 20-35 ADOPTING THE 2020-2021 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR WEST ANNEX AND BIOSPHERE FACILITY PARKING LOTS IMPROVEMENTS PROJECT; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 20-35 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2020-2021; and

WHEREAS, a budget amendment is needed to appropriate funds for the West Annex and Biosphere Facility Parking Lots Improvements Project.

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2020-2021 of the City of Texas City, Texas, is hereby amended as follows:

General Fund (Fund 101):

Public Works Land & Building Improvements	\$184,186.00
Sanitation Land & Building Improvements	\$415,591.00
Unassigned Fund Balance	(\$599,777.00)

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (c)

Meeting Date: 10/21/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 20-45,

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 20-45

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE IX. GENERAL REGULATIONS, CHAPTER 94, "HEALTH AND SANITATION", SECTION: JUNKED OR ABANDONED VEHICLES; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is a need to amend **The Code of Ordinances of the City of Texas City, Texas**, Title IX. General Regulations, Chapter 94, Health and Sanitation, Section: Junked or Abandoned Vehicles, to update outdated information contained in the Code.

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

SECTION 1: That the City Commission approves amendment of Chapter 94, Health and Sanitation, Section: Junked or Abandoned Vehicles.

SECTION 2: That **The Code of Ordinances of the City of Texas City, Texas**, Chapter 94, Health and Sanitation, Section: Junked or Abandoned Vehicles, is hereby amended to read and provide as follows:

"TITLE IX. GENERAL REGULATIONS"

Sec. 94.025 is amended to read as follows:

Sec. 94.025 JUNKED OR ABANDONED VEHICLES

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED MOTOR VEHICLE. A vehicle is abandoned if the motor vehicle:

- (a) Is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours;
- (b) Has remained illegally on public property for more than 48 hours;
- (c) Has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours;
- (d) Has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours;
- (e) Has been left unattended for more than 24 hours on the right-of-way of a turnpike project constructed and maintained by the Texas Turnpike Authority division of the Texas Department of

Transportation of a controlled access highway; or
(f) Is considered an abandoned vehicle under Section 644.153(r).

ANTIQUÉ CAR. A passenger car or truck that is at least 35 years old.

DEMOLISHER. Any person whose business is to convert a motor vehicle into processed scrap or scrap metal or otherwise to wreck or dismantle motor vehicles.

JUNKED VEHICLE. A vehicle that is self-propelled and:

(a) Does not have lawfully attached to it:

1. An unexpired license plate; or
2. Does not display a license plate, or
3. A valid motor vehicle inspection certificate.

(b) Is:

1. Wrecked, dismantled or partially dismantled, or discarded; or
2. Inoperable and has remained inoperable for more than:
 - a. Seventy-two consecutive hours, if the vehicle is on public property; or
 - b. Thirty consecutive days, if the vehicle is on private property.

(c) An aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under FAA aircraft registration regulations.

(d) A watercraft that:

1. Does not have lawfully on board an unexpired certificate of number, and
2. Is not a watercraft described by Section 31.055, Parks and Wildlife Code.

(B) *Declaration of nuisance; violations.*

(1) An abandoned vehicle, junked vehicle or vehicle part that is located in a place where it is visible from a public place or public right-of-way is detrimental to the safety and welfare of the general public, tends to reduce the value of private property, invites vandalism, creates fire hazards, constitutes an attractive nuisance creating a hazard to the health and safety of minors, and is detrimental to the economic welfare of the city by producing urban blight adverse to the maintenance and continuing development of the city, and is a public nuisance.

(2) Any person commits an offense if that person maintains a public nuisance as determined under this section.

(3) A complaint concerning a public nuisance shall be filed in the Municipal Court of the city if the public nuisance, as provided under this section, is not removed and abated and a hearing is not requested within the ten-day period provided by divisions (D)(1) and (D)(2) below.

(C) *Responsibility for administration; right of entry; abatement policy.* The ~~Director of Community Development~~ Marshal's Office Chief Administrator, or a city employee under his or her direction, shall administer the provisions of this section; except that, the removal of vehicles or vehicle parts from property may be by any other authorized person. The ~~Director of Community Development~~ Marshal's Office Chief Administrator, or a city employee under his or her direction, shall have authority to enter upon any private property for the purposes specified in this section, to examine vehicles or vehicle parts, obtain information as to the identity of the vehicle, and remove or cause the removal of a vehicle or vehicle part that constitutes a nuisance. It is the policy of the city to abate and remove abandoned vehicles, junk vehicles or vehicle parts as public nuisances from private property, public property or public rights-of-way and to implement the abatement and removal by the use of the procedures established in this section.

(D) *Order to remove; hearing; removal and disposition by city.* Whenever it shall be determined that an abandoned vehicle, junked vehicle or vehicle part is located in a place where it is visible from a public place or public right-of-way, thereby constituting a public nuisance:

(1) For a nuisance on private property, the ~~Director of Community Development~~ Marshal's Office Chief Administrator shall give not less than a ten-day notice, stating the nature of the public nuisance on private property, that it must be removed and abated within ten days, and that a request for a hearing must be made to the ~~Director of Community Development~~ Marshal's Office Chief Administrator before expiration of the ten-day period. The notice must be mailed by certified mail, with a five-day return requested, to the owner or occupant of the private premises on which the public nuisance exists, and to the last known registered owner of the nuisance and each lienholder of record of the nuisance. If the notice is returned undelivered by the United States Post Office, official action to abate the nuisance shall be continued to a date not earlier than the eleventh day from the date of such return;

(2) For a nuisance on public property, the ~~Director of Community Development~~ Marshal's Office Chief Administrator shall give not less than a ten-day notice, stating the nature of the public nuisance on public property or on a public right-of-way, that it must be removed and abated within ten days, and that a request for a hearing must be made to the ~~Director of Community Development~~ Marshal's Office Chief Administrator before expiration of the ten-day period. The notice must be mailed by certified mail, with a five-day return requested, to the owner or occupant of the public premises or to the owner or occupant of the premises adjacent to the public right-of-way on which such public nuisance exists, and to the last known registered owner of the nuisance and each lienholder of record of the nuisance. If the notice is returned undelivered by the United States Post Office, official action to abate the nuisance shall be continued to a date not earlier than the eleventh day from the date of such return;

(3) A public hearing is required before the removal of the vehicle or vehicle part as a public nuisance. If a public hearing is requested by the owner or occupant of the public or private premises, or by the owner or occupant of the premises adjacent to the public right-of-way on which the vehicle is located, it shall be held before the ~~Director of Transportation and Planning at the City Hall~~ Texas City Municipal Court of Record, prior to the removal of the vehicle or vehicle part as a public nuisance, at a time to be set by him or her, but not earlier than the eleventh day after the date of the service of notice to abate the nuisance. An order of the ~~Director of Community Development~~ Texas City Municipal Court of Record requiring the removal of the vehicle or vehicle part must include a description of the vehicle and the correct identification number and license number of the vehicle, if the information is available at the site;

(4) When no public hearing is requested by the owner or occupant of the premises where the public nuisance exists, upon the expiration of the period of time set forth in divisions (D)(1) and (D)(2) above, the ~~Director of Community Development~~ Marshal's Office Chief Administrator shall enter an order requiring the removal of the vehicle or vehicle part, the order to include a description of the vehicle or vehicle part and the correct identification number and license number of the vehicle, if available at the site;

(5) Within five days after the date of the removal, notice shall be given to the State Department of Highways and Public Transportation identifying the vehicle or vehicle part; and

(6) A junked vehicle or vehicle part may be disposed of by removal to a scrap yard or demolisher for processing as scrap or salvage.

(7) The relocation of a previously noticed junked vehicle or vehicle part under this section to another location, where it remains in violation of this ordinance, shall be considered an unlawful continuance and shall remain subject to the abatement proceedings.

(E) *Reconstruction of removed vehicles prohibited.* After removal of any such junked vehicle, it shall not thereafter be reconstructed or made operable.

(F) *Exemptions.* The provisions of this section shall not apply to:

(1) A vehicle or vehicle part which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property;

(2) A vehicle or vehicle part which is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or a junkyard; and

(3) Unlicensed operable or inoperable antique or special interest vehicles stored by a collector on the collector's property; provided that, the vehicles and the outdoor storage areas are maintained in such a manner that they do not constitute a health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery or other appropriate means.

(G) *Administrative personnel; persons authorized to remove vehicles.* The administration of the procedures provided by this section shall be accomplished by regular, salaried, full-time employees of the city; except that, the removal of vehicles or vehicle parts from property may be by any other duly authorized person.

(H) *Open storage of abandoned vehicles.* It shall be unlawful for the owner or occupant of any building, structure or property within the city, regardless of how zoned by Ch. 160 of this code of ordinances, to utilize the premises of the property for the open storage of any abandoned motor vehicle. It shall be the duty and responsibility of every owner or occupant to remove from the premises all abandoned motor vehicles upon notice from the designated official of the city. For the purpose of this section, an **ABANDONED MOTOR VEHICLE** is defined as one that does not have attached to it a valid license plate and inspection sticker duly issued to the vehicle, is in a state of disrepair, or is incapable of being removed under its own power. The provisions of this division (H) shall not apply to any duly licensed junk dealer operating under and in compliance with Ch. 114 of this code of ordinances.

(1998 Code, § 62-112) (Ord. 04-32, passed 7-21-2004) Penalty, see § [94.999](#)

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

SECTION 4: That, in the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

SECTION 5: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

PASSED AND ADOPTED this 21st day of October 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney