

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, DECEMBER 7, 2022 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. 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) Awarding Texas City Scavenger Hunt Winners.
 - (b) Matthew Connell promotion from Firefighter to Engineer.
- (5) REPORTS
 - (a) Utilities Customer Service
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
 - (a) Approve City Commission Minutes for November 16, 2022 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 2022-124, approving three (3) year- 1 (one) year contract extensions for IN-PIPE Technologies, LLC. Bioaugmentation Contract. (Public Works)

- (c) Consider and take action on Resolution No. 2022-125, authorizing of the purchase of 1 (one) Exmark Lazar Z Diesel 43.5 HP YANMAR Mower through OMNIA PARTNERS Public Sector Purchasing Cooperative Contract No. 20469 from League City Outdoor Power Equipment. (Recreation and Tourism)
- (d) Consider and take action on Resolution No. 2022-126, approving the purchase of one (1) new vehicle for the Marshal's Office in the amount of \$63,233.04. (Marshal's Office)
- (e) Consider and take action on Resolution No. 2022-127, awarding a contract for Bid No. 2023-421 Fire Station 4 and Police Satellite Station Sanitary Sewer Project. (Public Works)
- (f) Consider and take action on Resolution No. 2022-128, awarding a contract for Bid No 2023-420 2022 American Rescue Plan Act's Drainage Improvements Project. (Public Works)
- (g) Consider and take action on Resolution No. 2022-129, Master Plan for Beacon Point at Lago Mar - a Single-Family Residential Project on 287.5 acres of undeveloped land located east of I-45 and south of Holland Road Extension. (Transportation and Planning)
- (h) Consider and take action on Resolution No. 2022-130, awarding a professional contract to KSA to provide Engineering and Architectural services for the community center expansion projects funded by the CDBG MIT-MOD grant. (Mayor's Office- Grant Administration)
- (i) Consider and take action on Resolution No. 2022-131, approving a professional services contract to Amani Engineering, Inc. to provide Engineering Services for the Public Works projects funded by the CDBG MIT-MOD grant. (Mayor's Office- Grant Administration)
- (8) REGULAR ITEMS
 - (a) Consider and take action on Ordinance No. 2022-29, Approving a Chapter 312 Tax Abatement Agreement with Advario, Texas City L.P. (Management Services)
- (9) COMMISSIONERS' COMMENTS
- (10) MAYOR'S 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.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

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 DECEMBER 2, 2022, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 12/07/2022

Awarding Texas City Scavenger Hunt Winners

Submitted For: Derek Miller, Management Services

Submitted By: Derek Miller, Management Services

Department: Management Services

Information

ACTION REQUEST

Present 1st, 2nd and 3rd Place Prizes to winners of the Texas City Scavenger Hunt.

BACKGROUND (Brief Summary)

The first City Wide Scavenger Hunt started on September 1, 2022, and ended on November 30th of this year. The Scavenger Hunt was open to anyone that wanted to participate in the program. Participants picked up just over 240 packets and spent the duration of the two months trying to complete all 26 challenges. 1st place received will receive a \$500 Visa gift card. 2nd place will receive a \$300 Visa Gift Card, and 3rd place will receive a \$200 Visa gift card. 20 individuals submitted a completed Scavenger Hunt packet.

The program was designed to get the community involved in events, and meetings, and get to know their city officials. After visiting with multiple small businesses and seeing the attendance at the Commission meetings over the last three months and the attendance at the recent Community Conversation meeting, I feel the Scavenger Hunt was a HUGE success.

RECOMMENDATION

Present prizes to the individuals who won first, second, and third place for the inaugural Scavenger Hunt.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 12/07/2022

Matthew Connell promoted to Engineer

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Matthew Connell promoted from Firefighter to Engineer.

BACKGROUND (Brief Summary)

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RECOMMENDATION

..

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 12/07/2022

Submitted For: Irene Fattig, Customer Service

Submitted By: Rhomari Leigh, City Secretary

Department: Customer Service

Information

ACTION REQUEST

Utilities Customer Service

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report

The background of the slide is a light gray gradient with several realistic water droplets of various sizes scattered across it. The droplets have highlights and shadows, giving them a three-dimensional appearance. The text is centered and rendered in a bold, blue, sans-serif font.

WATER BILLING/CUSTOMER SERVICE DEPARTMENT

SUPERVISOR IRENE FATTIG

BILLING CLERK II ANDREA RIVERA

BILLING CLERK I TERESA GAGNE

CUSTOMER SERVICE REPRESENTATIVE CRISSIE COLUMBUS

CS FIELD TECHNICIAN XAVIER WELLS

CS FIELD TECHNICIAN AMY ROBERTS

BEACON (SMART METER) REPLACEMENT PROJECT

- **2016**-BEGAN SEEKING OUT A BETTER SOLUTION TO REPLACE MANUAL METER READING.
- **2017**-MET WITH SEVERAL COMPANIES TO COMPARE THREE TECHNOLOGIES.
 - CELLULAR
 - SATELLITE
 - RADIO FREQUENCY
- **2018**-DECIDED ON A BADGER PRODUCT. BEACON[®] ADVANCED METERING ANALYTICS (AMA) CELLULAR SYSTEM.
- **4/2019**-BEGAN METER CHANGE OUTS.
- **2020**-CONTINUED CHANGING METERS.
- **12/2021**-ALMOST COMPLETE.
- **12/2022**-UNDER 100 METERS TO CHANGE. BADGER MANUFACTURING IS HAVING ISSUES SHIPPING OUT 2" METERS.





BEACON (SMART METER) REPLACEMENT PROJECT

- 12/2020 APPROX. 11,800 METERS IN THE GROUND.
- 12/2021 APPROX. 16,200 METERS IN THE GROUND.
- 12/2022 APPROX. 17,800 METERS IN THE GROUND.

BEACON SYSTEM

- BILLING HAS BECOME VERY STREAMLINED.
- BILLING CLERKS ARE ABLE TO SPEND MORE TIME ANALYZING WATER USAGE THROUGH THE BEACON PORTAL.
- BETTER COMMUNICATIONS WITH CUSTOMERS REGARDING UNUSUAL WATER USAGE.
- BETTER DETECTION OF ILLEGAL WATER USAGE.
- THE APP IS BEING UTILIZED BY MORE CUSTOMERS TO HELP THEM BE MORE PROACTIVE IN MONITORING THEIR USAGE. WWW.EYEONWATER.COM

INVOICE CLOUD

- LAUNCHED OUR NEW PAYMENT PORTAL AND PAPERLESS BILLING IN AUGUST 2021.
- THE PAYMENT PORTAL IS HOSTED BY INVOICE CLOUD.
 - OFFERS MORE PAYMENT OPTIONS INCLUDING GOOGLE PAY, AMEX, APPLE PAY, AND ELECTRONIC CHECK.    
 - OFFERS PAPERLESS BILLING. THIS OPTION ELIMINATES MAIL SERVICE ISSUES AND THE CITY SAVES MONEY ON POSTAGE AND PRINTING.
 - CURRENTLY WE HAVE OVER 8000 CUSTOMERS ON PAPERLESS BILLING. THAT IS A COST SAVINGS TO THE CITY OF APPROX. \$4,000 PER MONTH.

INVOICE CLOUD (CONT.)

- PAYMENT OPTIONS ARE ONLINE, BY PHONE WITH AUTOMATED SYSTEM, AND BY TEXT.
- OFFERS PAYMENT REMINDERS BY TEXT AND EMAIL.
 - RECEIVE THE FIRST REMINDER WHEN THE BILL IS GENERATED.
 - RECEIVE THE SECOND REMINDER SEVEN DAYS BEFORE THE DUE DATE.
 - RECEIVE THE THIRD REMINDER THE DAY BEFORE THE DUE DATE.
- SINCE DECEMBER 2021, THE ARREARS LIST HAS DECREASED BY 50%.



Texas City



EST. 1911

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 12/07/2022

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for November 16, 2022 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, NOVEMBER 16, 2022 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, NOVEMBER 16, 2022, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Present: Dedrick D. Johnson, Mayor
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
Abel Garza, Jr. , Commissioner At-Large
Felix Herrera, Commissioner District 2
Dorthea Jones Pointer, Commissioner District 3
Jami Clark, Commissioner District 4

Absent: DeAndre' Knoxson, Commissioner District 1

2. INVOCATION

Led by Pastor Jerry Lee, Jr. of Greater Bell Zion Missionary Baptist Church.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Dedrick D. Johnson.

4. PROCLAMATIONS AND PRESENTATIONS

a.

Service Awards

Yotoshia Bellow	Parks & Recreation	11/26/2012	10 years
Richard Jaramillo	Parks & Recreation	11/14/2012	10 years
John Picard	Police	11/05/2012	10 years
James Patterson	Police	11/12/2007	15 years
Andra Hosea	Water Distribution	11/14/2002	20 years

5. REPORTS

a. Human Resource Department Annual Report

Jennifer Price, Director of Human Resources, gave a PowerPoint presentation.

6. PUBLIC COMMENTS

The following residents requested to speak before the City Commission:

Beverly Mitchell

Thomas Rhone

Marcus Perez

Ray Summers

7. CONSENT AGENDA

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 2 Felix Herrera, to approve Consent Agenda items a, b, c, d, e, f, and g.

- a. Approve City Commission Minutes for November 2, 2022 meeting. (City Secretary)

Vote: 6 - 0 CARRIED

- b. Consider and take action on Resolution No. 2022-118, approving the purchase of Motorola radios from Motorola Solutions, an H-GAC authorized vendor, in the amount of \$301,491.96 for use by the Fire Department. (Fire Department)

Vote: 6 - 0 CARRIED

- c. Consider and take action on Resolution No. 2022-119, approving the creation of the position of Police Cadet within the classification of Police Officer. (Police Department)

Vote: 6 - 0 CARRIED

- d. Consider and take action on Resolution No. 2022-120, approving and authorizing the new proposed contract for police in-car video cameras from Axon. (Police Department)

Vote: 6 - 0 CARRIED

- e. Consider and take action on Resolution No. 2022-121, approving and authorizing the Mayor, or his designee, to enter into an Advance Funding Agreement with the State of Texas Department of Transportation to replace or rehabilitate the bridge located at Eighth Ave. and Unnamed Lagoon. (Public Works and Mayor's Office)

Vote: 6 - 0 CARRIED

- f. Consider and take action on Resolution No. 2022-122, approving and authorizing an agreement through OMNIA Partners Public Sector Purchasing Cooperative contract no. 222886-01, three (3) year unchanged term contract for the rental of uniforms, floor mats, mops, towels, and related services. (Purchasing)

Vote: 6 - 0 CARRIED

- g. Consider and take action on Resolution No. 2022-123, approving and awarding Bid No. 2023-419 Asbestos Abatement and Demolition of Vacant Apartment Complex (5 Structures) 6909 Park Ave., 6905 Park Ave. Rear & 206 North Texas St. Texas City, Texas 77590. (Purchasing)

Vote: 6 - 0 CARRIED

8. ADJOURNMENT

Having no further business, Commissioner At-Large Abel Garza, Jr. made a MOTION to ADJOURN at 5:38 p.m.; the motion was SECONDED by Commissioner District 3 Dorthea Jones Pointer. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 12/07/2022

IN-PIPE Technology Bioaugmentation Three Year Extension Renewal

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

Approve three (3) one (1) year contract extensions for IN-PIPE Technologies, LLC. Bioaugmentation Contract.

BACKGROUND (Brief Summary)

This process has effectively been able to comply with the Sanitary Sewer Overflow Initiative entered into by the City of Texas City with TCEQ to reduce sewer overflows. These are three (3) one year extension's to the current contract. A copy of the current contract, extensions, and the Sole Source letter are attached for your review. 2022-2023 \$18,585.00 / month. \$223,020.00 / yr. 2023-2024 \$19,514.25 / month. \$234,171.00 / yr. 2024-2025 \$20,489.96 / month. \$245,879.52 / yr.

RECOMMENDATION

It is the recommendation of the Public Works Department that the City Commission approve the extension of the current IN-PIPE Technology, LLC. contract for the next three (3) years at the amounts listed in the attached documents and that the Mayor be authorized to execute the contract extensions on behalf of the City Commission.

Fiscal Impact

Attachments

Exhibit A
Exhibit B
Resolution



PROPOSAL TO:

City of Texas City
Bioaugmentation

Date: March 13, 2020



March 13, 2020

Mr. Calvin Bremmer
Wastewater Treatment Plant Superintendent
City of Texas City
1809 9th Avenue
Texas City, TX 77590

**Re: IN-PIPE Technology – Texas City
Renewal**

Dear Mr. Bremmer,

On behalf of IN-PIPE Technology (IPT) we are pleased to submit our Quote to the City of Texas City for your consideration. This quotation keeps price for our service at the same level as our current contract for the next two years, and includes 3 optional one-year extensions with nominal price increases. We also include an expansion of our current bioaugmentation service in a new section of the city, designed specifically for the purposes of reducing odors.

Should you have any questions, or if I can be of further assistance, please do not hesitate to call.

Sincerely,

Douglas G. Fagans
Chief Commercial Officer
630-509-2488 ext. 227

Introduction

Thank you allowing IN-PIPE Technology (IPT) the opportunity to present this quotation for renewal of our services utilizing our patented microbiological treatment to improve wastewater treatment operations. Using IN-PIPE Technology reduces operating costs through reduced sludge production, reduced aeration energy costs and reduced chemical usage related to thickening and coagulation. Please review this quotation in detail, if you have any questions, please do not hesitate to contact us.

The IPT Technology Solution – Expansion for Odor Control in Lago Mar

Collection System Odor Control

The source of odor in collection systems can most often be attributed to the abundance of Sulfate-Reducing Bacteria (SRBs) present in the sewer biofilm that convert sulfates in the wastewater stream to sulfide ions. The sulfide ions associate with free hydrogen ions in the water and form hydrogen sulfide gas, which occupies the headspace of the piping. The hydrogen sulfide gas in the pipe headspace is oxidized to sulfuric acid by hydrogen sulfide-oxidizing bacteria existing on the inner surface of the headspace piping. This sulfuric acid is created constantly in the presence of hydrogen sulfide gas and is highly corrosive to many common piping materials, including steel, ductile iron and concrete.

IPT introduces specialized, facultative, spore-forming soil bacteria in high concentrations that outcompete these SRBs for nutrients. The SRBs in the native biofilm gradually die off and the resulting production of Hydrogen sulfide decreases proportionally (65-100%). This stops the process of the introduction of soluble hydrogen sulfide in the wastewater stream as well, leading to decrease/elimination of bad odors in downstream cascading events.

Summary of Scope

- The supply, and installation of G2.5 Microbial Dosing Units. These units remain the property of IPT.
- A monthly service of MDUs, including repair and parts replacement as required, as well as the supply of Bacteria required for continuous 24/7/365 dosing.



Because Efficiency Counts

Purchasing Quote

Proposal Number:

Renewal for

April 2020-April 2022

Date:

March 13, 2020

Reference:

Texas City, TX

Availability:

4-6 ARO

Validity:

Proposal valid for 30 Days

To:

City of Texas City

1801 9th Avenue

Texas City, TX 77590

Phone: (863) 834-6571

E-mail: cbremmer@texas-city-tx.org

Attn: Calvin Bremer

Wastewater Treatment Superintendent

From:

In-Pipe Technology[®] Company, Inc.

725 N. Central Ave.

Wood Dale, IL 60191

Phone: (630) 509-2488

E-mail: dfagans@in-pipe.com

Attn: Douglas Fagans

Chief Commercial Officer

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	24	IPTOH-S1	Monthly Service for 24 Months	\$14,200.00
2	24	IPTOH-S1E	Expanded Monthly Service for Odor Control	\$3,500.00
			Total per month for 24 Months	\$17,700/Month
			TOTAL for all 24 Months	\$424,800



Because Efficiency Counts

Purchasing Quote

Proposal Number:

Renewal for

April 2020-April 2022

Date:

March 13, 2020

Reference:

Texas City, TX

Availability:

4-6 ARO

Validity:

Proposal valid for 30 Days

Terms

Refer to attached IPT standard Terms and Conditions.

Thank you for your consideration. We look forward to reviewing the proposal with you.

OFFERED BY:

IN-PIPE TECHNOLOGY COMPANY, INC.

Douglas G. Fagans

Chief Commercial Officer – In-Pipe Technology, LLC

ACCEPTED BY:

City of Texas City

Signature: _____

Name & Title: _____

Date: _____

Purchase Order No: _____



Because Efficiency Counts

1st Optional 1-year Extension

Year: **April 2022-April 2023**
Reference: **Texas City, TX**

To:
City of Texas City
1801 9th Avenue
Texas City, TX 77590
Phone: (863) 834-6571
E-mail: cbremmer@texas-city-tx.org
Attn: Calvin Bremer
Wastewater Treatment Superintendent

From:
In-Pipe Technology[®] Company, Inc.
725 N. Central Ave.
Wood Dale, IL 60191
Phone: (630) 509-2488
E-mail: dfagans@in-pipe.com
Attn: Douglas Fagans
Chief Commercial Officer

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	12	IPTOH-S1	Monthly Service for 12 Months	\$18,585
TOTAL for all 12 Months				\$223,020

OFFERED BY:

IN-PIPE TECHNOLOGY COMPANY, INC.

Douglas G. Fagans
Chief Commercial Officer – In-Pipe Technology, LLC

ACCEPTED BY:

City of Texas City

Signature: _____

Name & Title: _____

Date: _____

Purchase Order No: _____



Because Efficiency Counts

2nd Optional 1-year Extension

Year: **April 2023-April 2024**
Reference: **Texas City, TX**

To:
City of Texas City
1801 9th Avenue
Texas City, TX 77590
Phone: (863) 834-6571
E-mail: cbremmer@texas-city-tx.org
Attn: Calvin Bremer
Wastewater Treatment Superintendent

From:
In-Pipe Technology[®] Company, Inc.
725 N. Central Ave.
Wood Dale, IL 60191
Phone: (630) 509-2488
E-mail: dfagans@in-pipe.com
Attn: Douglas Fagans
Chief Commercial Officer

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	12	IPTOH-S1	Monthly Service for 12 Months	\$19,514.25
TOTAL for all 12 Months				\$234,171

OFFERED BY:

IN-PIPE TECHNOLOGY COMPANY, INC.

Douglas G. Fagans
Chief Commercial Officer – In-Pipe Technology, LLC

ACCEPTED BY:

City of Texas City

Signature: _____

Name & Title: _____

Date: _____

Purchase Order No: _____



Because Efficiency Counts

3rd Optional 1-year Extension

Year: **April 2024-April 2025**
Reference: **Texas City, TX**

To:
City of Texas City
1801 9th Avenue
Texas City, TX 77590
Phone: (863) 834-6571
E-mail: cbremmer@texas-city-tx.org
Attn: Calvin Bremer
Wastewater Treatment Superintendent

From:
In-Pipe Technology[®] Company, Inc.
725 N. Central Ave.
Wood Dale, IL 60191
Phone: (630) 509-2488
E-mail: dfagans@in-pipe.com
Attn: Douglas Fagans
Chief Commercial Officer

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	12	IPTOH-S1	Monthly Service for 12 Months	\$20,489.96
TOTAL for all 12 Months				\$245,879.52

OFFERED BY:

IN-PIPE TECHNOLOGY COMPANY, INC.

Douglas G. Fagans
Chief Commercial Officer – In-Pipe Technology, LLC

ACCEPTED BY:

City of Texas City

Signature: _____

Name & Title: _____

Date: _____

Purchase Order No: _____



Because Efficiency Counts

April 21, 2022

Mr. Calvin Bremmer
Wastewater Treatment Plant Superintendent
City of Texas City
1809 9th Avenue
Texas City, TX 77590

Dear Mr. Bremer,

This letter is to confirm that the proprietary collection system microbial dosing method used by In-Pipe Technology is a sole source service, provided exclusively by In-Pipe Technology. We are not aware of any other company, that provides comprehensive, turn-key microbial dosing of the entire collection system in substantially the same manner. This service must be purchased directly by the City from In-Pipe Technology. There are no agents or dealers authorized to represent this product in the State of Texas

We are not aware of any similar or like service available to the City of Texas City that would serve the same purpose or function.

If you desire additional information, don't hesitate to contact me at (630) 509-2488 at any time or visit our website at www.in-pipe.com. Thank you for your interest in our products and services.

Sincerely,

A handwritten signature in blue ink that reads "Douglas G. Fagans". The signature is written in a cursive style with a large, sweeping initial "D".

Douglas G. Fagans
Chief Commercial Officer
630-509-2488

RESOLUTION NO. 2022-124

A RESOLUTION APPROVING THREE (3) - ONE (1) YEAR CONTRACT EXTENSION WITH IN-PIPE TECHNOLOGY COMPANY, LLC BIOAUGMENTATION CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department is recommending that the City extend its contract for implementation of an in-pipe system with In-Pipe Technology Company, LLC, Wood Dale, Illinois; and

WHEREAS, In-Pipe Technology Company, LLC, a patent holder for the in-pipe technology solution and sole source provider, will be offered a contract in the amount of \$17,700.00 per month for a twenty-four (24) month period; and

WHEREAS, this in-pipe technology is designed to eliminate odor, corrosion, oil and grease, in the sewage collection system and reduce stoppages and deterioration. The implementation of this technology would expand the City's efforts to comply with the sanitary sewer overflow initiative entered into by the City with the Texas Commission on Environmental Quality to reduce sewer overflows.

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 and authorizes the Mayor to extend the contract with In-Pipe Technology Company, LLC, for the in-pipe technology, for the contract price of \$17,700.00 per month for twenty-four (24) months, as set out in **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 7th day of December 2022

Dedrick D. Johnson, 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) (c)

Meeting Date: 12/07/2022

Exmark Lazar Z Diesel 43.5 HP YANMAR Mower

Submitted For: Kelly Bender, Purchasing

Submitted By: Kelly Bender, Purchasing

Department: Purchasing

Information

ACTION REQUEST

Approval of the purchase of one Exmark Lazar Z Diesel 43.5 HP YANMAR Mower through OMNIA PARTNERS Public Sector Purchasing Cooperative Contract #20469 from League City Outdoor Power Equipment.

BACKGROUND (Brief Summary)

Recreation and Tourism Department is requesting the purchase of Exmark Lazar Z Diesel 43.5HP YANMAR Mower (\$66,794). This equipment is to replace the 2017 TORO GM 4000 Mower unit. Funds are available from the FY2022-23 Capital Equipment Fund-Recreation & Tourism.

A contract pricing worksheet is attached as well as Mower specs and warranty for your review.

RECOMMENDATION

It is the recommendation to accept League City Outdoor Power Equipment OMNIA PARTNERS (Contract# 20469) in the amount of \$66,794.

Fiscal Impact

Attachments

Pricing & Warranty

OMNIA PARTNERS Contract# 20469

Resolution

Status: Quote

LEAGUE CITY OUTDOOR POWER EQUIPMENT
211 LEAGUE CITY PARKWAY
LEAGUE CITY, TX 77573
TEL: 281-316-6900

Quote #: 124949

Invoice Date:

Print Date: 11/9/2022

BILLING ADDRESS
CITY OF TEXAS CITY City of Texas City 1801 9th Avenue North Texas City, Texas 77590 United States 4096435980

SHIP ADDRESS
CITY OF TEXAS CITY City of Texas City 1801 9th Avenue North Texas City, Texas 77590 United States 4096435980

Sales Rep	Terms	Tax Code	Customer PO	Sales Type	Ship Date
2 - Parts Manager	NET30	NT		Regular or Over the Counter	

Qty	OEM Code	Item No.	Item Description	Bin Location	Your Price	Amount
1.00			LZS86TDYM12RW0 - Lazer Z Diesel 43.5 HP** Yanmar 3TNV86CT Diesel w/144" UltraCut RD Deck, Susp Seat & 15" Semi-Pneum		66,794.00	66,794.00
1.00			Omnia Partners #20469 is the contract number for the quote		0.00	0.00

Tax Authority Code
NT 0.0000

Invoice Payments		
Type	Amount	Date

Total Invoice
Subtotal: 66,794.00
Ship by Will Call 0.00
Sales Tax: 0.00
Total Due: 66,794.00
Total Paid: 0.00
Balance Due: 66,794.00

Tracking No.

THANK YOU FOR YOUR BUSINESS

- All returns are subject to a 20% restock fee.
- No returns without receipt.
- No returns on electrical items and equipment.
- No returns after 14 days.
- No returns on special orders or close out items.

Signature
X _____

**Exmark Lazer Z Diesel Turf Equipment
Limited Warranty - 5 Years or 1,500 Hours (with No Hour Limit the First 2 Years)**



General Warranty Conditions and Products Covered

Exmark Mfg. Co. Inc. warrants on the terms and conditions herein that it will repair, replace or adjust any part on these products found (in the exercise of our reasonable discretion) to be defective in materials or workmanship.

This warranty may only be assigned or transferred to a second (or third) owner by an authorized Exmark dealer. The warranty period commences upon the date of the original retail purchase.

Warranty Conditions

This warranty applies to Exmark Lazer Z Diesel turf equipment sold in the U.S. or Canada for a period of five years or 1,500 hours of operation (whichever occurs first), with no hour limit for the first two years.

This warranty only includes the cost of parts and labor. For the first warrantable service repair on units used exclusively for personal use, Exmark will cover up to \$45 for associated pick-up and delivery charges to and from any authorized Exmark service dealer. Additional transportation charges may apply; contact your dealer for details.

Warranty Exceptions

<u>Warranty Exceptions</u>	<u>Warranty Period</u>
•Bags, Belts and Tires	500 hours
•Battery	1 Year - \$110 Reimbursement
•Engine	3 Years or 2000 Hours (No limit first two years)

Items and Conditions Not Covered

This warranty does not cover the following:

- Any damage or deterioration due to normal use, wear and tear, or exposure.
- Cost of regular maintenance service or parts, such as filters, fuel, lubricants, tune-up parts, and adjustments.
- Any product or part which has been altered or misused or required replacement or repair due to normal wear, accidents, or lack of proper maintenance as set forth in the maintenance section of the operator's manual.
- Any repairs necessary due to use of parts, accessories or supplies, including gasoline/diesel, oil or lubricants, incompatible with the turf equipment or other than as recommended in the operator's manual or other operational instructions provided by Exmark.

There are no other express warranties except for engine and special emission system coverage.

All warranty work must be performed by an authorized Exmark Service Dealer using Exmark approved replacement parts.

Instructions for Obtaining Warranty Service

The product must be registered with original proof of purchase by an Exmark Service Dealer before obtaining any warranty service.

Contact any Exmark Service Dealer to arrange service at their dealership. To locate a dealer convenient to you, access our website at www.Exmark.com U.S. or Canada customers may also call 402-223-6375.

If for any reason you are dissatisfied with the Service Dealer's analysis or with the assistance provided, contact us at:

Exmark Customer Service Department
415 Industrial Row
Beatrice, NE 68310
402-223-6375 or
service@exmark.com

Owner's Responsibilities

If your product requires warranty service it must be returned to an authorized Exmark service dealer within the warranty period. This warranty extends only to turf equipment operated under normal conditions. You must read the operator's manual. You must also properly service and maintain your Exmark product as described in the operator's manual. Such routine maintenance, whether performed by a dealer or by you, is at your expense.

General Conditions

The sole liability of Exmark with respect to this warranty shall be repair or replacement of defective components as set forth herein. **Exmark is not liable for any incidental or consequential loss or damage.** Such damages include but are not limited to:

- Expenses related to gasoline/diesel, oil or lubricants.
- Travel time, overtime, after hours time or other extraordinary repair charges or charges relating to repairs or replacements outside of normal business hours at the place of business of the authorized Exmark Service Dealer.
- Rental of like or similar replacement equipment during the period of any warranty, repair or replacement work.
- Any telephone charges or travel charges.
- Loss or damage to person or property other than that covered by the terms of this warranty.
- Any claims for lost revenue, lost profit or additional cost as a result of a claim of breach of warranty.
- Attorney's fees.

No claim of breach of warranty shall be cause for cancellation or rescission of the contract of sale of any Exmark mower.

All implied warranties of merchantability (that the product is fit for ordinary use) and fitness for use (that the product is fit for a particular purpose) are limited to the duration of the express warranty.

Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions and limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

144" MOWER SPEC.

Parts Department <parts@lcope.com>

Mon 10/31/2022 11:46 AM

To: Derek Brubaker <dbrubaker@texascitytx.gov>

****EXTERNAL EMAIL****

Good morning Derek,

This Robert in this I'm going to put all the specifications of the 144" mower.

EQUIPMNET

- **Blade Spindles**No maintenance, sealed and non-greasable spindles; 7.75"-diameter cutter housing with 25mm (.98") diameter spindle shaft, double row bearings, top and bottom, and splined blade driver.
- **Drive Tires**26x12-12, 6ply Multi Trac®
- **Tractor Frame**Welded, heavy-duty 1.5" x 3" x 3/16" tubular steel.
- **Steering Control**Hydraulically dampened twin levers, adjust fore and aft., also adjustable to 2 height positions. Adjustable dampeners (3 positions) to customize drive responsiveness.
- **Front Caster Tires**15 x 6.0-6, smooth-tread, semi-pneumatic.
- **Parking Brake**Spring applied, hydraulic release internal wet disc brake.
- **Seat**Deluxe, two-tone, bolstered 4" travel suspension seat with Elastomeric Vibration Control material. Mounted on innovative Seat Isolation System that provides operator isolation in all three planes of motion as well as fore-aft slide and seat flip-up.
- **Electrical**12-volt battery with 175-amp alternator.
- **Onboard Intelligence**RED Technology
- **Standard Features**12-volt plug-in, engine hour meter and cup holder

POWER COMPOENTS

- **Engine Brand**Yanmar
- **Engine Model**3TNV86CT
- **Engine Displacement**1568 cc
- **Engine Series**TNV
- **Fuel System**Common Rail Diesel with fuel cooler
- **Engine Speed**3,000 RPM

- **Air Filter**Heavy-duty canister air filtration system with electronic vacuum sensor
- **Fuel Type**Diesel
- **Fuel Capacity**12-gallon (45.4-L), side fuel tanks
- **Fuel Indicator**Yes - mechanical float type
- **Drive**Hydro-Drive
- **Drive Description**Kanzaki KPS-18T Transmission, 14-quart oil capacity, spin-on filter. 18 cc shoe type pumps and 1.83/1.09 cubic inch 2 speed Danfoss axial piston motors plus Omni planetary gear reduction, hydraulic oil cooler.
- **Engine HP***43.5**
- **Speed**Infinitely variable speed selection from 0–10 mph (16 kmph) in low speed forward, 0-6mph (10 kmph) reverse and 0-17 mph (27 kmph) in high speed forward, 0–10 mph (16 kmph) reverse.
- **Carb Compliant**Yes
- **Deck Lift**Hydraulic
- **Safety Package**Operator Presence Controls (OPC) and drive system interlock, with safety interlock system indicators.
- **ROPS**2-post foldable ROPS standard with seat belt and latch.
- **PTO Engagement**Integrated wet clutch system in transmission, connected to right angle gearbox on deck via drive shaft
- **Drive Wheel Release**Allows unit movement without engine running.
- **Casters**.50" thick caster yoke arms.
- **Engine Spec**DTR2

DECKS

- **Width / Cutting Deck**144"
- **Deck Style**Floating Deck
- **Deck Style Description**Full-floating UltraCut Rear Discharge Deck. Rear-discharge standard with finish cut baffles included.
- **Deck Construction**7-gauge high strength alloy top that is formed and seam welded, with 7-gauge high strength alloy side skirt.
- **Blade Tip Speed**Approximately 18,500 fpm
- **Cutting Heights**1.0" (2.5 cm) to 5.5" (11.8 cm) in 0.25" (0.64 cm) increments.
- **Blades**6 Blades at 24.50" Length

DIMENSIONS

- **Width**144.9 in. (368cm), 84 in. (213cm) @ 3 in. HOC when folded
- **Length**101.3 in. (257.3 cm)
- **Height**72.6 in. (184.3 cm)
- **Curb Weight**3250

Disclaimer

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LAZER Z DIESEL

For a variety of reasons, the diesel-powered Lazer Z mowers may be the right choice for your cutting needs. They make quick work of the largest, toughest jobs and raise the bar for cut quality, operator comfort, fuel efficiency and ease of handling. Our large 144-inch flex wing deck is capable of mowing more than 11.5-acres per hour,* making it the most productive mower Exmark has ever built.

**PREMIUM DIESEL PERFORMANCE.
LEGENDARY DURABILITY.
MAXIMUM COMFORT & PRODUCTIVITY.**

FEATURES

UltraCut Deck Technology

Side Discharge: 60 | 72

Rear Discharge: 72 | 96 | 144

Commercial-Grade Engines

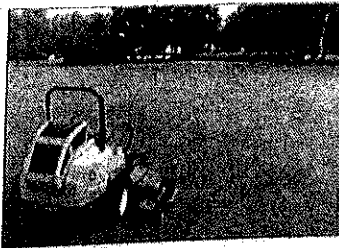
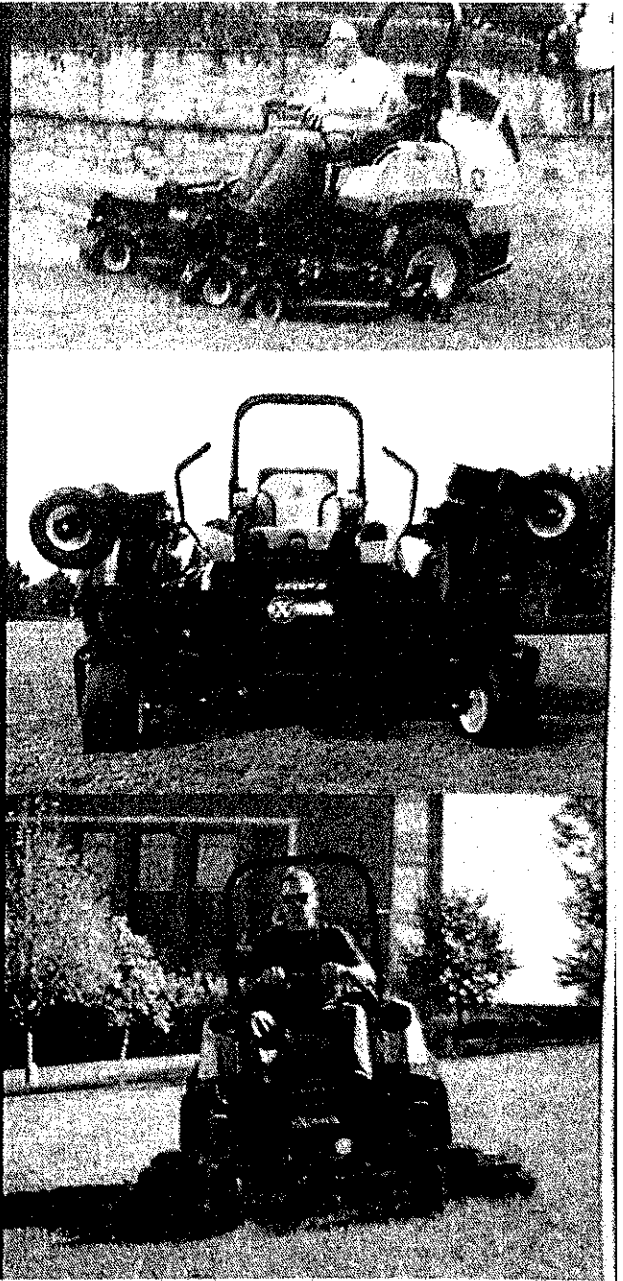
Yanmar®

Hydraulic Deck Lift

Provides for easy cutting height adjustment and quick transport

Reduced Maintenance

With an efficient and robust powertrain system, these machines have less maintenance and longer service intervals. The tool-less belt access and removable floor pan makes servicing easy



BUILT FOR LARGE PROPERTIES
The robust engine power and large deck sizes make these mowers Exmark's most productive diesel machines ever. They are a great solution for universities, municipalities, and other sizeable properties yet nimble enough to maneuver smaller landscapes.



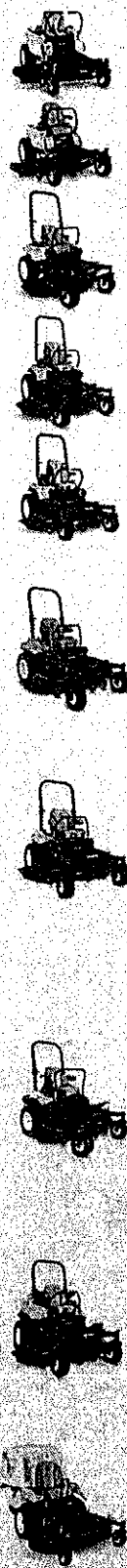
ENHANCED OPERATOR COMFORT
Operator comfort is critical to productivity. That's why we've worked so hard to reduce noise and vibration, and placed the operator seat in full suspension on ISO mounts--so you can go for hours.

TOP ACCESSORIES

- LED Light Kit
- Micro-Mulch System
- Operator Controlled Discharge
- Sun Shade
- Trash Container
- Turf Striping Kit
- UltraVac Collection Systems

Accessories may not fit each model. Please visit www.exmark.com or check with your dealer on necessary fit up for each model.

BUILT FOR PERFORMANCE



Model	Engine	Deck Size	Deck	Fuel Capacity	Discharge
QUEST E-SERIES	22 HP ³ Kohler 7000 Series [®] KT725	42"	Series 2 Fabricated	3.0 Gallons	ZT-2100
		50"			ZT-2200
QUEST S-SERIES	24.5 HP ³ Exmark 708 V-Twin	54"	UltraCut Series 3	7.0 Gallons	ZT-2800
	24 HP ³ Kohler 7000 Series KT735				ZT-3100
RADIUS E-SERIES	24.5 HP ³ Exmark 708 V-Twin	48"	UltraCut Series 3	7.0 Gallons	ZT-3100
		52"			ZT-3400
		60"			UltraCut Rear Discharge
RADIUS S-SERIES	20.5 HP ³ Kawasaki FX651V V-Twin	48"	UltraCut [™] Series 4	7.0 Gallons	ZT-3400
	22 HP ³ Kawasaki FX691V V-Twin	52"			ZT-3400
	23.5 HP ³ Kawasaki FX730V V-Twin	60"			ZT-3400
RADIUS X-SERIES	31 HP ³ Kawasaki FX921V V-Twin	60"	UltraCut [™] Series 4		
LAZER Z E-SERIES	20.5 HP ³ Kawasaki FX651V V-Twin	48"	UltraCut [™] Series 4	8.0 Gallons	12cc
	24.5 HP ³ Kawasaki FX751V V-Twin	52"			
	25 HP ³ Kohler CV742 Command PRO	60"			
	25.5 HP ³ Kawasaki FX801V V-Twin				
LAZER Z S-SERIES	26 HP ³ Vanguard V-Twin	72"	UltraCut Rear Discharge Deck	12.0 Gallons	16cc
	25.5 HP ³ Kawasaki FX801V V-Twin	52"			
	25.5 HP ³ Kawasaki FX801V V-Twin	52"			
	26.5 HP ³ Kohler ECV749 Command PRO EFI	60"			
LAZER Z X-SERIES	26.5 HP ³ Kohler ECV749 Command PRO EFI	72"	UltraCut Series 6	12.0 Gallons	Kawasaki KPS-18T
	25.5 HP ³ Kawasaki FX801V V-Twin	60"			
	25.5 HP ³ Kawasaki FX801V V-Twin	60"			
	31 HP ³ Kawasaki FX921V V-Twin				
LAZER Z DIESEL	37 HP ³ Vanguard Big Block [™] V-Twin EFI with Oil Guard [™] System	72"	UltraCut Series 4	12.0 Gallons	Kawasaki KPS-18T
	38 HP ³ Kohler ECV980 Command PRO EFI with RED Technology				
	31 HP ³ Kawasaki FX921V V-Twin	96"	UltraCut Rear Discharge w/ Flex Wings		
	37 HP ³ Vanguard [®] Big Block V-Twin EFI with Oil Guard System				
LAZER Z DIESEL	38 HP ³ Kohler ECV980 Command PRO EFI with RED Technology	72"	UltraCut Rear Discharge Deck	12.0 Gallons	Kawasaki KPS-18T
	38 HP ³ Kohler ECV980 Command PRO EFI with RED Technology	96"			
	25 HP ³ Yanmar [®] 3TNV80FT 1.3-Liter Turbo with RED Technology	60"	UltraCut Series 4		
	37 HP ³ Yanmar 3TNV88C 1.6-Liter Common Rail with RED Technology	72"			
NAVIGATOR	43.5 HP ³ Yanmar 3TNV86CT 1.6L Common Rail Turbocharged Diesel with RED Technology	144"	UltraCut Rear Discharge w/ Flex Wings		
	23 HP ³ Kohler CH730 Command PRO EFI	42"	Full-Floating Fabricated	7.6 Gallons	12cc
25 HP ³ Kohler CH740 Command PRO	48"				

Ground Speed	Area per Hour	Quitting Height	Seat	Front-Caster	Drive Tires	None Reported	Reported	UltraVibe 2-Bag	UltraVibe 3-Bag	UltraVibe 6-Bag	Warranty
Up to 7.0 mph	2.37	1.5" to 4.5" 0.5" increments	Foam-Padded High Back, <i>Optional Armrests</i>	11 x 4 Smooth Pneumatic	18 x 7.5-8	*					30-Day Commercial, Limited 3-Year Consumer, Limited ¹
	2.82			11 x 6 Smooth Pneumatic	18 x 9.5-8	*					
	3.05		Two-Toned, Foam-Padded High Back, with Armrests	13 x 6 Smooth Pneumatic	20 x 10-10	*					
Up to 8.0 mph	3.10	1.5" to 5.0" 0.25" increments	18" Commercial High Back	13 x 6.5-6 Pneumatic	22 x 9.5-12		*	*			4-Year or 500 Hours, Limited ²
	3.35				22 x 10.5-12		*	*			
	3.87				23 x 9.5-12		*	*			
Up to 9.0 mph	3.48		20" Premium Full Adjustable Seat Suspension		23 x 10.5-12		*	*			4-Year or 750 Hours, Limited ²
	3.77						*	*			
Up to 10.0 mph	4.35					23 x 10.5-12		*	*		
	4.83			24 x 12-12		*	*			4-Year or 1,000 Hours, Limited ²	

Up to 8.0 mph	3.10	1.0" to 5.5" In 0.25" increments	Deluxe Adjustable Suspension	13 x 5.0-6 Semi-Pneumatic	23 x 9.5-12			*	*	*	5-Year or 1,250 Hours, Limited No Hour Limit First Two Years ²	
	3.35			13 x 6.5-6 Semi-Pneumatic	24 x 12-12			*	*	*		
Up to 10.0 mph	4.84		13 x 6.5-6 Pneumatic (A3 Models)	Deluxe Adjustable Suspension with Seat Isolation System	13 x 5.0-6 Semi-Pneumatic	23 x 9.5-12			*	*		*
	5.80						24 x 12-12			*		*
	4.19					24 x 12-12			*	*	*	
	4.84								*	*	*	
	5.80								*	*	*	
	4.84								*	*	*	
5.80				*	*	*						
Up to 11.5 mph	5.58		13 x 6.5-6 Semi-Pneumatic	Premium Suspension w/ Seat Isolation System	15 x 6.0-6 Semi-Pneumatic	26 x 12-12			*	*	*	5-Year or 1,500 Hours, Limited No Hour Limit First Two Years ²
	6.68								*	*	*	
Up to 10.5 mph	8.13		15 x 6.0-6 Semi-Pneumatic	Premium Suspension w/ Seat Isolation System	26 x 12-12	26 x 12-12			*	*	*	5-Year or 1,500 Hours, Limited No Hour Limit First Two Years ²
	6.32								*	*	*	
Up to 11.0 mph	6.39								*	*	*	
	9.88							*	*	*		
Up to 12.5 mph	9.88							*	*	*		
	11.61							*	*	*		

Up to 7.0 mph	2.37	1.0" to 4.0" In 0.25" increments	Commercial High Back	8 x 3.0-4 Semi-Pneumatic	18 x 10.5-10						2-Year Limited ¹
	2.71										

Reference Number	
Reference Depart.	Purchasing Department

Reference No. 20469

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Exmark Manufacturing Company, Inc.
415 Industrial Row
Beatrice, Nebraska 68310

Description: **TRACTORS, MOWERS, AND OTHER EQUIPMENT, PARTS, AND SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #22-6640 ("the RFP")** and the Contractor's Proposal submitted March 10, 2022 which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies")) registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 15, 2022, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on May 14, 2027 unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.



Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090



[Handwritten Signature]
Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/31/22
Date

Exmark Manufacturing Company, Inc.
415 Industrial Row
Beatrice, Nebraska 68310

[Handwritten Signature]
Authorized Signature

Regional Sales Manager
Title

May 10, 2022
Date

FEDERAL TAX ID NUMBER
47-0646782

Approved as to form

[Handwritten Signature]
County Attorney's Office

5/17/22
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

5/10/22

RESOLUTION NO. 2022-125

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) EXMARK LAZAR Z DIESEL 43.5 HP YANMAR MOWER THROUGH OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE CONTRACT NO. 20469 IN THE AMOUNT OF \$66,794.00; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Recreation and Tourism Department requests authorization for the purchase of a one (1) Exmark Lazar Z Diesel 43.5 HP YANMAR Mower from League City Outdoor Power Equipment via OMNIA PARTNERS Public Sector Purchasing Cooperative Contract No. 20469. The total price for this piece of equipment is, \$66,794.00, which is funded by the Capital Equipment Fund – Recreation & Tourism of the 2022-23 Texas City Adopted 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 one (1) Exmark Lazar Z Diesel 43.5 HP YANMAR Mower from League City Outdoor Power Equipment via OMNIA PARTNERS Public Sector Purchasing Cooperative Contract No. 20469. The total price for this piece of equipment is, \$66,794.00, 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 7th day of December 2022.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh

Kyle L. Dickson

City Secretary

City Attorney

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 12/07/2022

Purchase of a Vehicle for the Marshal's Office

Submitted For: Tammy Odom, Municipal Court

Submitted By: Tammy Odom, Municipal Court

Department: Municipal Court

Information

ACTION REQUEST

Consider approving the purchase of one (1) new vehicle for the Marshal's Office in the amount of \$63,223.04. Commission approved a fourth Marshal position in the 2023-24 budget, therefore, an additional vehicle needs to be added to the Marshal's Office fleet.

BACKGROUND (Brief Summary)

Commission approved a fourth Marshal position in the 2023-24 budget, therefore, an additional vehicle needs to be added to the Marshal's Office fleet.

RECOMMENDATION

Consider approving the purchase of one (1) new vehicle for the Marshal's Office in the amount of \$63,223.04.

Fiscal Impact

Attachments

VEHICLE QUOTE

Resolution



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY MARSHAL

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GM

Product Description: FORD POLICE INTERCEPTOR UTILITY AWD

Date: October 24, 2022

A. Bid Item: _____

A. Base Price: \$ **45,776.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2023 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	55B	BLIS BLIND SPOT MONITORING	\$ 545.00
43D	DARK CAR	\$ 25.00	76R	REVERSE SENSING	\$ 275.00
55F	KEY FOB	\$ 340.00			
60A	GRILLE LED LIGHTS, SIREN/SPEAKER WIP	\$ 50.00			
51R	DRIVER ONLY LED SPOT LAMP	\$ 395.00			

Total of B. Published Options: \$ **4,340.00**

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

C. Additional Options

\$= 25.3 %

Options	Bid Price	Options	Bid Price
SILSBEE FLEET IBSTALL	\$ 12,655.79		\$ -
INTERIOR LIGHT BAR			

Total of C. Unpublished Options: \$ **12,655.79**

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

\$ **250.00**

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

\$ **-**

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 115 miles

\$ **201.25**

H. Subtotal:

\$ **63,223.04**

I. Quantity Ordered 1 x K =

\$ **63,223.04**

J. Trade in: _____

\$ **-**

K.

L. Total Purchase Price

\$ **63,223.04**

QUOTE

AGENCY
DATE QUOTED
SALESMAN

TEXAS CITY
18-May-22
SETH GAMBLIN

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
MARSHAL VEHICLE	1	2022 FORD PI UTILITY (BLACK)		
TSM.CC-20-UJLP-17	1	17" TROY CONSOLE		
TSM.AC-INBHG	1	INTERNAL CUP HOLDER		
TSM.AC-TB-ARM	1	ARM REST		
TSM.CM-SDMT-SL-LED	1	SIDE MOUNTED POLE FOR DOCK		
TSM.KIT-TP-SL6U-BB-SS	1	TROY PARTITION W/ RECESS PANEL		
TSM.WG-20-FDUV-H-SET	1	HORIZONTAL WINDOW BARS		
TSM.DP-UV20-SET	1	DR & PASS DOOR PANEL SET		
TSM.PS-20-UV-FXPL-OSR	1	REAR SEAT W/OSB AND CARGO BARRIER		
TSM.CP-UV20-CARGO	1	CARGO MOUNT W/ GAS SHOCKS		
TSM.AC-20-UV-TRAY	1	ELECTRONICS TRAY		
BI.EVL12-FIU20-1RB2W	1	BROOKING ECLIPSE INTERIOR LIGHTBAR		
BI.M16-RW	1	M16 R/W (PB SIDE)		
BI.M16-BW	1	M 16 B/W (PB SIDE)		
BI.M16-LB	2	M16 BRACKET		
BI.M16-RB	2	M16 R/B (QTR GLASS)		
BI.M16-LB	2	M16 BRACKET		
BI.M16-RA	1	M16 R/A (LIC PLATE)		
BI.M16-BA	1	M16 B/A (LIC PLATE)		
BI.M16-LPB-L	1	M16 LIC PLATE BRACKET		
BI.HZND4-1RB2W	1	4-LAMP LIGHTSTICK R/B/W (PB FRONT)		
BI.HZNRZ-MLB	2	MINI "L" BRACKET		
BI.NZND6-1RB2W	1	6-LAMP LIGHTSTICK R/B/W (REAR GLASS)		
		???R/B/W OR R/B/A????		
BI.HZNRZ-LB	2	"L" BRACKET		
BI.SL209-B	1	COMPARTMENT LIGHT (CARGO AREA)		
BI.JS-100	2	100W SIREN SPEAKER		
BI.JS-100-LB	2	SPEAKER BRACKET		
BI.FB10-GPC	1	FUSE BLOCK W/ GROUNDING PAD		
FS.PF-200R	1	FED SIGNAL REMOTE PATHFINDER		
WEI.WEI-004	1	DUAL WEAPON MNT W/ UNI LOCKS		
R.5344T	1	GO-RHINO TEXTURED PUSHBUMPER		
TES.453440	1	COAX		
TES.204468	1	800MHz ANTENNA		
TES.55279	1	FME-MINI UHF ADAPTER		
MOT.HKN4192	1	MOTOROLA POWER CABLE		
HAV.CG-X	1	CHARGE GUARD		
HAV.DS-DELL-423	1	CRADLE FOR LATITUDE 5420		
		PARTS		
		INSTALLATION		
		SHOP SUPPLIES		
		FREIGHT		
		TOTAL		\$ 12,655.79

SILSBEE
FLEET GROUP



RESOLUTION NO. 2022-126

A RESOLUTION APPROVING THE PURCHASE OF ONE (1) NEW VEHICLE FOR THE MARSHALS' OFFICE IN THE AMOUNT OF THE \$63,223.04; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Marshal's Office requests approval for the purchase of one (1) vehicle, from Silsbee Ford through TIPS USA; and

WHEREAS, funds for this purchase are in the City's 2022/2023 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 Marshal's Office to purchase one (1) vehicle, from Silsbee Ford through TIPS USA, for a total price, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is hereby authorized to execute any documentation necessary for the purchase of the police cars as contemplated herein.

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

PASSED AND ADOPTED this 7th day of December 2022.

Dedrick D. Johnson, Sr., 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) (e)

Meeting Date: 12/07/2022

Bid # 2023-420 Fire Station 4 and Police Satellite Station Sanitary Sewer Project

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for bid # 2023-421 Fire Station 4 and Police Satellite Station Sanitary Sewer Project.

BACKGROUND (Brief Summary)

A notice to bidders was advertised on October 27, 2022, and November 3, 2022. Bid packets were made available to local area vendors via CIVCASTUSA. Bids were received and opened on November 17, 2022, at 11:30 a.m. The lowest responsible bid meeting all specifications was submitted by AR Turnkee Construction Company, Inc., for the total bid amount of \$209,660. A letter of recommendation and bid tabulation are attached for your review.

The funds for the project are included in the current budget.

RECOMMENDATION

It is the recommendation of the Public Works Department to award bid # 2023-421 Fire Station 4 and Police Satellite Station Sanitary Sewer Project, to AR Turnkee Construction Company, Inc., for the total amount bid of \$209,660.00, 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 change orders, not to exceed 25% of the total contract price, without taking the matter before Commission.

Fiscal Impact

Attachments

Exhibit A

Exhibit B

Resolution



November 29, 2022

Mr. Jack Haralson
Director of Public Works
City of Texas City
7800 Emmett F. Lowry Expressway
Texas City, Texas 77591

Re: **Letter of Recommendation for the Fire Station No. 4 Sanitary Sewer Project
BID #2023-421**
City of Texas City
ARKK Job No. 22-042

Dear Mr. Haralson:

On November 17, 2022, eleven (11) bids were received for the above referenced project. This project consists of extending the 10" sanitary sewer line approximately 1650' from the manhole that was constructed to serve the hotel on Outlet Blvd. to the southeast side of the proposed fire station property. Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Eleven (11) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The bids for the project are as follows:

<u>Bidder</u>	<u>Total Base Bid</u>
AR Turnkey Construction Company, Inc.	\$209,660.00
Faith Utilities, LLC	\$246,875.00
GM Vera's Construction	\$247,651.60
Bull-G Construction, LLC	\$263,715.00
Metro City, LLC	\$286,430.00
Matula & Matula	\$299,889.00
Lucas Construction Company, Inc.	\$303,710.00
Mar-Con Sercives, LLC	\$326,897.40
On-Par Services, LLC	\$338,455.00*
Texas Dewatering, LLC	\$373,577.50
Ram Rod Utilities, LLC	\$391,340.00

Bidder's Mathematical Error

Qualifications and References – AR Turnkee Construction Company, Inc. provided a list of references and qualifications with their bid. AR Turnkee Construction Company, Inc. has successfully completed Westbury & Tarpey Road Drainage Improvements Project and the Humble Camp Road Drainage Project for the City of Texas City recently. Work on both these projects was completed satisfactorily. AR Turnkee Construction Company, Inc. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner.

AR Turnkee Company, Inc. 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 **“Fire Station No. 4 Sanitary Sewer Project” to AR Turnkee Company, Inc. for a total amount of \$209,660.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.

Senior Project Manager

Cc: Mr. Corbin Ballast – City of Texas City

Fire Station No. 4 Sanitary Sewer Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER					
				AR Turnkee Company, Inc.		Faith Utilities, LLC		GM Vera's Construction	
Base Bid Items									
1	Implementation and Maintenance of SWPPP, Complete in Place, the Sum of:	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,610.60	\$ 2,610.60
2	10" Sanitary Sewers SDR 26, Complete in Place, the Sum of:	L.F.	1,580	\$ 65.00	\$ 102,700.00	\$ 65.00	\$ 102,700.00	\$ 73.00	\$ 115,340.00
3	10" Sanitary Sewers SDR 26 Class 150 (Restrained Joint Pipe), Complete in Place, the Sum of:	L.F.	40	\$ 111.00	\$ 4,440.00	\$ 75.00	\$ 3,000.00	\$ 103.80	\$ 4,152.00
4	4"/6" service connections (by excavation), all depths, includes 8' of service line and cleanout at Right of Way Line, Complete in Place, the Sum of:	EA.	3	\$ 1,400.00	\$ 4,200.00	\$ 1,000.00	\$ 3,000.00	\$ 1,108.10	\$ 3,324.30
5	Additional Length for 4"/6" service line beyond 8', all depths, Complete in Place, the Sum of:	L.F.	35	\$ 40.00	\$ 1,400.00	\$ 60.00	\$ 2,100.00	\$ 51.30	\$ 1,795.50
6	4' Diameter Corrosion Resistant Sanitary Sewer Manhole (Includes 100 mils Raven 405), Complete in Place, the Sum of:	EA.	6	\$ 7,800.00	\$ 46,800.00	\$ 7,000.00	\$ 42,000.00	\$ 7,079.40	\$ 42,476.40
7	Extra Depth - 4' Diameter Corrosion-Resistant Sanitary Sewer Manhole (Includes 100 mils Raven 405), Complete in Place, the Sum of:	VF.	18	\$ 280.00	\$ 5,040.00	\$ 500.00	\$ 9,000.00	\$ 314.70	\$ 5,664.60
8	Trench safety system, incl. installation, operation & removal, all types of soil, all depths, Complete in Place, the Sum of:	L.F.	1,580	\$ 1.00	\$ 1,580.00	\$ 10.00	\$ 15,800.00	\$ 1.20	\$ 1,896.00
9	Miscellaneous allowance, as approved by Engineer:	AL.	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
10	Site Restoration, (Including Ditch regrading and Hydromulching), Complete in Place, the Sum of:	L.F.	1,600	\$ 4.00	\$ 6,400.00	\$ 10.00	\$ 16,000.00	\$ 11.40	\$ 18,240.00
Total Base Bid Items:					\$ 189,560.00		\$ 213,600.00		\$ 210,499.40
Supplemental Bid Items									
11	10" Sanitary Sewer SDR 26 (Installed By Trenchless Methods), Complete in Place, the Sum of:	L.F.	115	\$ 90.00	\$ 10,350.00	\$ 85.00	\$ 9,775.00	\$ 87.80	\$ 10,097.00
12	Well pointing system for (Manholes, Service Connection and Main), all depths, Complete in Place, the Sum of:	L.F.	250	\$ 12.00	\$ 3,000.00	\$ 25.00	\$ 6,250.00	\$ 28.50	\$ 7,125.00
13	Wet condition bedding for main, all depths, Complete in Place, the Sum of:	L.F.	250	\$ 8.00	\$ 2,000.00	\$ 12.50	\$ 3,125.00	\$ 28.50	\$ 7,125.00
14	Wet condition bedding, for manhole construction, Complete in Place, the Sum of:	EA.	3	\$ 200.00	\$ 600.00	\$ 1,500.00	\$ 4,500.00	\$ 570.00	\$ 1,710.00
15	Installation & removal of piezometer, Complete in Place, the Sum of:	EA.	2	\$ 200.00	\$ 400.00	\$ 2,000.00	\$ 4,000.00	\$ 855.00	\$ 1,710.00
16	Install extra cement stabilized sand backfill, Complete in Place, the Sum of:	C.Y.	75	\$ 20.00	\$ 1,500.00	\$ 15.00	\$ 1,125.00	\$ 67.10	\$ 5,032.50
17	Brace, support, and protect utility structures per utility owner requirements, complete in place, the sum of:	EA.	3	\$ 750.00	\$ 2,250.00	\$ 1,500.00	\$ 4,500.00	\$ 1,450.90	\$ 4,352.70
Total Supplemental Bid Items:					\$ 20,100.00		\$ 33,275.00		\$ 37,152.20
TOTAL A + B ITEMS:					\$ 209,660.00		\$ 246,875.00		\$ 247,651.60
RECOMMENDATION: TOTAL A + B ITEMS:					\$ 209,660.00		\$ 246,875.00		\$ 247,651.60
MATHEMATICAL ERROR CORRECTED BY ENGINEER									

Fire Station No. 4 Sanitary Sewer Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Bull-G Construction, LLC		MetroCity, LLC		Matula & Matula	
Base Bid Items									
1	Implementation and Maintenance of SWPP, Complete in Place, the Sum of:	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	\$ 2,500.00
2	10" Sanitary Sewers SDR 26, Complete in Place, the Sum of:	L.F.	1,580	\$ 93.00	\$ 146,940.00	\$ 104.00	\$ 164,320.00	\$ 71.00	\$ 112,180.00
3	10" Sanitary Sewers SDR 26 Class 150 (Restrained Joint Pipe), Complete in Place, the Sum of:	L.F.	40	\$ 115.00	\$ 4,600.00	\$ 138.00	\$ 5,520.00	\$ 126.00	\$ 5,040.00
4	4" service connections (by excavation), all depths, includes 8' of service line and cleanout at Right of Way Line, Complete in Place, the Sum of:	EA.	3	\$ 1,100.00	\$ 3,300.00	\$ 1,200.00	\$ 3,600.00	\$ 1,624.00	\$ 4,872.00
5	Additional Length for 4" service line beyond 8', all depths, Complete in Place, the Sum of:	L.F.	35	\$ 35.00	\$ 1,225.00	\$ 95.00	\$ 3,325.00	\$ 24.00	\$ 840.00
6	4' Diameter Corrosion Resistant Sanitary Sewer Manhole (Includes 100 mils Raven 405), Complete in Place, the Sum of:	EA.	6	\$ 6,000.00	\$ 36,000.00	\$ 6,500.00	\$ 39,000.00	\$ 6,600.00	\$ 39,600.00
7	Extra Depth - 4' Diameter Corrosion-Resistant Sanitary Sewer Manhole (Includes 100 mils Raven 405), Complete in Place, the Sum of:	VF.	18	\$ 250.00	\$ 4,500.00	\$ 195.00	\$ 3,510.00	\$ 487.00	\$ 8,766.00
8	Trench safety system, incl. installation, operation & removal, all types of soil, all depths, Complete in Place, the Sum of:	L.F.	1,580	\$ 1.00	\$ 1,580.00	\$ 1.00	\$ 1,580.00	\$ 1.20	\$ 1,896.00
9	Miscellaneous allowance, as approved by Engineer:	AL.	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
10	Site Restoration, (Including Ditch regrading and Hydromulching), Complete in Place, the Sum of:	L.F.	1,600	\$ 5.00	\$ 8,000.00	\$ 3.00	\$ 4,800.00	\$ 21.00	\$ 33,600.00
Total Base Bid Items:					\$ 224,145.00		\$ 247,155.00		\$ 224,294.00
Supplemental Bid Items									
11	10" Sanitary Sewer SDR 26 (Installed By Trenchless Methods), Complete in Place, the Sum of:	L.F.	115	\$ 93.00	\$ 10,695.00	\$ 130.00	\$ 14,950.00	\$ 109.00	\$ 12,535.00
12	Well pointing system for (Manholes, Service Connection and Main), all depths, Complete in Place, the Sum of:	L.F.	250	\$ 21.00	\$ 5,250.00	\$ 50.00	\$ 12,500.00	\$ 93.00	\$ 23,250.00
13	Wet condition bedding for main, all depths, Complete in Place, the Sum of:	L.F.	250	\$ 5.00	\$ 1,250.00	\$ 5.00	\$ 1,250.00	\$ 92.00	\$ 23,000.00
14	Wet condition bedding, for manhole construction, Complete in Place, the Sum of:	EA.	3	\$ 6,000.00	\$ 18,000.00	\$ 450.00	\$ 1,350.00	\$ 1,345.00	\$ 4,035.00
15	Installation & removal of piezometer, Complete in Place, the Sum of:	EA.	2	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 1,700.00	\$ 3,400.00
16	Install extra cement stabilized sand backfill, Complete in Place, the Sum of:	C.Y.	75	\$ 25.00	\$ 1,875.00	\$ 35.00	\$ 2,625.00	\$ 57.00	\$ 4,275.00
17	Brace, support, and protect utility structures per utility owner requirements, complete in place, the sum of:	EA.	3	\$ 500.00	\$ 1,500.00	\$ 2,000.00	\$ 6,000.00	\$ 1,700.00	\$ 5,100.00
Total Supplemental Bid Items:					\$ 39,570.00		\$ 39,275.00		\$ 75,595.00
TOTAL A + B ITEMS:					\$ 263,715.00		\$ 286,430.00		\$ 299,889.00
RECOMMENDATION: TOTAL A + B ITEMS:					\$ 263,715.00		\$ 286,430.00		\$ 299,889.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER									

Fire Station No. 4 Sanitary Sewer Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Lucas Construction Company, Inc		Mar-Con Services, LLC		On Par Civil Services, LLC	
Base Bid Items									
1	Implementation and Maintenance of SWPP, Complete in Place, the Sum of:	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 82,171.10	\$ 82,171.10	\$ 4,800.00	\$ 4,800.00
2	10" Sanitary Sewers SDR 26, Complete in Place, the Sum of:	L.F.	1,580	\$ 95.00	\$ 150,100.00	\$ 95.80	\$ 151,364.00	\$ 90.00	\$ 142,200.00
3	10" Sanitary Sewers SDR 26 Class 150 (Restrained Joint Pipe), Complete in Place, the Sum of:	L.F.	40	\$ 150.00	\$ 6,000.00	\$ 124.60	\$ 4,984.00	\$ 110.00	\$ 4,400.00
4	4"/6" service connections (by excavation), all depths, includes 8' of service line and cleanout at Right of Way Line, Complete in Place, the Sum of:	EA.	3	\$ 1,000.00	\$ 3,000.00	\$ 1,629.90	\$ 4,889.70	\$ 1,500.00	\$ 4,500.00
5	Additional Length for 4"/6" service line beyond 8', all depths, Complete in Place, the Sum of:	L.F.	35	\$ 60.00	\$ 2,100.00	\$ 48.30	\$ 1,690.50	\$ 10.00	\$ 350.00
6	4' Diameter Corrosion Resistant Sanitary Sewer Manhole (Includes 100 mils Raven 405), Complete in Place, the Sum of:	EA.	6	\$ 9,000.00	\$ 54,000.00	\$ 7,074.00	\$ 42,444.00	\$ 10,000.00	\$ 60,000.00
7	Extra Depth - 4' Diameter Corrosion-Resistant Sanitary Sewer Manhole (Includes 100 mils Raven 405), Complete in Place, the Sum of:	VF.	18	\$ 400.00	\$ 7,200.00	\$ 401.70	\$ 7,230.60	\$ 1,000.00	\$ 18,000.00
8	Trench safety system, incl. installation, operation & removal, all types of soil, all depths, Complete in Place, the Sum of:	L.F.	1,580	\$ 2.00	\$ 3,160.00	\$ 1.10	\$ 1,738.00	\$ 1.00	\$ 1,580.00
9	Miscellaneous allowance, as approved by Engineer:	AL.	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
10	Site Restoration, (Including Ditch regrading and Hydromulching), Complete in Place, the Sum of:	L.F.	1,600	\$ 15.00	\$ 24,000.00	\$ 1.30	\$ 2,080.00	\$ 6.25	\$ 10,000.00
Total Base Bid Items:					\$ 266,560.00		\$ 313,591.90		\$ 260,830.00
Supplemental Bid Items									
11	10" Sanitary Sewer SDR 26 (Installed By Trenchless Methods), Complete in Place, the Sum of:	L.F.	115	\$ 150.00	\$ 17,250.00	\$ 73.20	\$ 8,418.00	\$ 200.00	\$ 23,000.00
12	Well pointing system for (Manholes, Service Connection and Main), all depths, Complete in Place, the Sum of:	L.F.	250	\$ 25.00	\$ 6,250.00	\$ 1.20	\$ 300.00	\$ 15.00	\$ 3,750.00
13	Wet condition bedding for main, all depths, Complete in Place, the Sum of:	L.F.	250	\$ 20.00	\$ 5,000.00	\$ 1.20	\$ 300.00	\$ 20.00	\$ 5,000.00
14	Wet condition bedding, for manhole construction, Complete in Place, the Sum of:	EA.	3	\$ 1,000.00	\$ 3,000.00	\$ 287.50	\$ 862.50	\$ 1,500.00	\$ 4,500.00
15	Installation & removal of piezometer, Complete in Place, the Sum of:	EA.	2	\$ 200.00	\$ 400.00	\$ 115.00	\$ 230.00	\$ 10,000.00	\$ 20,000.00
16	Install extra cement stabilized sand backfill, Complete in Place, the Sum of:	C.Y.	75	\$ 50.00	\$ 3,750.00	\$ 19.60	\$ 1,470.00	\$ 85.00	\$ 6,375.00
17	Brace, support, and protect utility structures per utility owner requirements, complete in place, the sum of:	E.A.	3	\$ 500.00	\$ 1,500.00	\$ 575.00	\$ 1,725.00	\$ 5,000.00	\$ 15,000.00
Total Supplemental Bid Items:					\$ 37,150.00	mm	\$ 13,305.50		\$ 77,625.00
TOTAL A + B ITEMS:					\$ 303,710.00		\$ 326,897.40		\$ 338,455.00
RECOMMENDATION: TOTAL A + B ITEMS:					\$ 303,710.00		\$ 326,897.40		\$ 338,455.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER									

Fire Station No. 4 Sanitary Sewer Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Texas Dewatering, LLC		Ram Rod Utilities, LLC	
Base Bid Items							
1	Implementation and Maintenance of SWPP, Complete in Place, the Sum of:	L.S.	1	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00
2	10" Sanitary Sewers SDR 26, Complete in Place, the Sum of:	L.F.	1,580	\$ 132.00	\$ 208,560.00	\$ 144.00	\$ 227,520.00
3	10" Sanitary Sewers SDR 26 Class 150 (Restrained Joint Pipe), Complete in Place, the Sum of:	L.F.	40	\$ 137.50	\$ 5,500.00	\$ 210.00	\$ 8,400.00
4	4"6" service connections (by excavation), all depths, includes 8' of service line and cleanout at Right of Way Line, Complete in Place, the Sum of:	EA.	3	\$ 880.00	\$ 2,640.00	\$ 960.00	\$ 2,880.00
5	Additional Length for 4"6" service line beyond 8', all depths, Complete in Place, the Sum of:	L.F.	35	\$ 49.50	\$ 1,732.50	\$ 54.00	\$ 1,890.00
6	4' Diameter Corrosion Resistant Sanitary Sewer Manhole (Includes 100 mils Raven 405), Complete in Place, the Sum of:	EA.	6	\$ 7,480.00	\$ 44,880.00	\$ 6,000.00	\$ 36,000.00
7	Extra Depth - 4' Diameter Corrosion-Resistant Sanitary Sewer Manhole (Includes 100 mils Raven 405), Complete in Place, the Sum of:	VF.	18	\$ 550.00	\$ 9,900.00	\$ 600.00	\$ 10,800.00
8	Trench safety system, incl. installation, operation & removal, all types of soil, all depths, Complete in Place, the Sum of:	L.F.	1,580	\$ 5.75	\$ 9,085.00	\$ 6.00	\$ 9,480.00
9	Miscellaneous allowance, as approved by Engineer:	AL.	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
10	Site Restoration, (Including Ditch regrading and Hydromulching), Complete in Place, the Sum of:	L.F.	1,600	\$ 6.00	\$ 9,600.00	\$ 12.00	\$ 19,200.00
Total Base Bid Items:					\$ 312,897.50		\$ 334,170.00
Supplemental Bid Items							
11	10" Sanitary Sewer SDR 26 (Installed By Trenchless Methods), Complete in Place, the Sum of:	L.F.	115	\$ 150.00	\$ 17,250.00	\$ 168.00	\$ 19,320.00
12	Well pointing system for (Manholes, Service Connection and Main), all depths, Complete in Place, the Sum of:	L.F.	250	\$ 55.00	\$ 13,750.00	\$ 30.00	\$ 7,500.00
13	Wet condition bedding for main, all depths, Complete in Place, the Sum of:	L.F.	250	\$ 6.00	\$ 1,500.00	\$ 6.00	\$ 1,500.00
14	Wet condition bedding, for manhole construction, Complete in Place, the Sum of:	EA.	3	\$ 2,100.00	\$ 6,300.00	\$ 1,800.00	\$ 5,400.00
15	Installation & removal of piezometer, Complete in Place, the Sum of:	EA.	2	\$ 500.00	\$ 1,000.00	\$ 2,500.00	\$ 5,000.00
16	Install extra cement stabilized sand backfill, Complete in Place, the Sum of:	C.Y.	75	\$ 38.40	\$ 2,880.00	\$ 6.00	\$ 450.00
17	Brace, support, and protect utility structures per utility owner requirements, complete in place, the sum of:	E.A.	3	\$ 6,000.00	\$ 18,000.00	\$ 6,000.00	\$ 18,000.00
Total Supplemental Bid Items:					\$ 60,680.00		\$ 57,170.00
TOTAL A + B ITEMS:					\$ 373,577.50		\$ 391,340.00
RECOMMENDATION: TOTAL A + B ITEMS:					\$ 373,577.50		\$ 391,340.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER							

RESOLUTION NO. 2022-127

A RESOLUTION AWARDING BID NUMBER 2023-421 FIRE STATION 4 AND POLICE SATELLITE STATION SANITARY SEWER PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published on October 27, 2022, and November 3, 2022 to local area vendors through CIVCASTUSA for Bid No. 2023-421 Fire Station 4 and Police Satellite Station Sanitary Sewer Project; and

WHEREAS, bids were opened on November 17, 2022, and the low responsible bid meeting all the specifications was received from AR Turnkee Construction Company, Inc., Houston, Texas; and

WHEREAS, the Public Works and Sanitation Department recommends awarding Bid No. 2023-421 Fire Station 4 and Police Satellite Station Sanitary Sewer Project to AR Turnkee Construction Company, Inc. for the bid amount of \$209,660.00.

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. 2023-421 Fire Station 4 and Police Satellite Station Sanitary Sewer Project to AR Turnkee Construction Company, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with AR Turnkee Construction Company, Inc. for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and authorizing the Mayor to approve change orders, not to exceed 25% of the total contract price, 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 7th day of December 2022.

Dedrick D. Johnson, Sr., 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: 12/07/2022

Bid # 2023-420 2022 American Rescue Plan Act's Drainage Improvement Project

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for bid # 2023-420 2022 American Rescue Plan Act's Drainage Improvements Project.

BACKGROUND (Brief Summary)

A notice to bidders was advertised on October 27, 2022, and November 3, 2022, for bid # 2023-420 2022 American Rescue Plan Act's Drainage Improvement Project. Bids were made available to local area vendors via CIVCASTUSA. Bids were received and opened on November 17, 2022, at 11:00 a.m. The lowest responsible bid meeting all specifications was received from Carter Construction LLC., for the total bid amount of \$3,685,341.50. This project is funded by the American Rescue Plan Act. A letter of recommendation and bid tabulation are attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to award a contract for bid # 2023-420 2022 American Rescue Plan Act's Drainage Improvement Project to Carter Construction, LLC for the total bid amount of 3,685,341.50 and that the Mayor be authorized to execute the contract on behalf of the City Commission. The Public Works Department further recommends that the Mayor be authorized to approve any change orders, not to exceed 25% of the total contract price, without bringing the matter before the City Commission.

Funding for the project is approved in the current budget.

Fiscal Impact

Attachments

Exhibit A
Exhibit B
Resolution



November 29, 2022

Mr. Jack Haralson
Director of Public Works
City of Texas City
7800 Emmett F. Lowry Expressway
Texas City, Texas 77591

Re: **Letter of Recommendation for 2022 American Rescue Plan Act's
Drainage Improvement Project
BID #2023-420**
City of Texas City
ARKK Job No. 22-013

Dear Mr. Haralson:

On November 17, 2022, four (4) bids were received for the above referenced project. This project involves the reconstruction of the following:

- Reconstruction of a multiple barrel culvert bridge on Bay Street Extension crossing channel A-2.
- Erosion repair of the existing ditch 50A, including channel lining with riprap, 4" sealed slab, 8" and 5" slope paving, excavation, and ditch regrading
- Concrete lining along the south roadside ditch on Loop 197 North (25th Avenue) between the sidewalk and the sound barrier wall east and west of 26th street north and between 19th Street North and 14th Street North.

Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Four (4) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The bids for the project are as follows:

<u>Bidder</u>	<u>Total Base Bid</u>
Carter Construction, LLC.	\$3,685,341.50
Environmental Allies, Inc.	\$4,385,574.98
Matula & Matula Construction, Inc.	\$4,458,353.10
Mar-Con Services, LLC.	\$5,593,804.40

2. Qualifications and References – Carter Construction, LLC submitted a List of Qualifications and a list of Subcontractors & Major Suppliers for this project. ARKK has reviewed the documentation and their experience appears to be in line with this project's requirements. Carter Construction, LLC also have experienced staff who have previously worked with the City of Texas City and are familiar with the City's requirements and expectations. Carter Construction have indicated that they have the personnel and experience to complete the work and are planning to complete the work successfully.

Carter Construction, LLC 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 **2022 American Rescue Plan Act's Drainage Improvement Project to Carter Construction LLC for a total amount of \$3,685,341.50.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER				MATULA & MATULA CONSTRUCTION, INC.		MAR-CON SERVICES, LLC.	
				CARTER CONSTRUCTION, LLC.		ENVIRONMENTAL ALLIES, INC.					
(A) GENERAL ITEMS											
1	Allowance for use by Contractor for General Construction Items as directed by the City (Fixed Amount: \$75,000.00)	AL.	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
TOTAL (A) GENERAL ITEMS:				\$ 75,000.00		\$ 75,000.00		\$ 75,000.00		\$ 75,000.00	
(B) BAY STREET BRIDGE ITEMS											
2	Mobilization (Not to Exceed 3% of Total Bid of Bay Street Bridge Bid Items), Complete in Place, the Sum of:	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 33,295.00	\$ 33,295.00	\$ 40,000.00	\$ 40,000.00	\$ 100,000.00	\$ 100,000.00
3	Traffic Control and Regulation for Bay Street Bridge, Complete in Place, the Sum of:	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 23,122.11	\$ 23,122.11	\$ 83,982.30	\$ 83,982.30	\$ 472,000.00	\$ 472,000.00
4	Remove and Dispose Existing 130" x 90" CMP Storm Sewer, Including Excavation and Disposal of Existing Material Below Roadway, Complete in Place, the Sum of:	LF	640	\$ 35.00	\$ 22,400.00	\$ 875.42	\$ 560,268.80	\$ 100.50	\$ 64,320.00	\$ 138.60	\$ 88,704.00
5	Remove and Dispose Existing Storm Sewer Culverts, 12" thru 36" Diameter, All Depths, Complete in Place, the Sum of:	LF	30	\$ 20.00	\$ 600.00	\$ 57.11	\$ 1,713.30	\$ 27.00	\$ 810.00	\$ 25.20	\$ 756.00
6	Remove and Dispose Existing Concrete Headwall, Complete in Place, the Sum of:	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 14,202.38	\$ 28,404.76	\$ 7,500.00	\$ 15,000.00	\$ 6,180.00	\$ 12,360.00
7	30" RCP, All Depths, Complete in Place, the Sum of:	LF	103	\$ 178.00	\$ 18,334.00	\$ 248.47	\$ 25,592.41	\$ 144.60	\$ 14,893.80	\$ 197.30	\$ 20,321.90
8	Reinforced Concrete Box (9' Span x 8' Rise), Complete in Place, the Sum of:	LF	468	\$ 1,412.00	\$ 660,816.00	\$ 2,012.79	\$ 941,985.72	\$ 1,422.00	\$ 665,496.00	\$ 2,677.90	\$ 1,253,257.20
9	5' x 5' Storm Box Manhole, complete in Place, the Sum of:	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 9,548.98	\$ 9,548.98	\$ 5,650.50	\$ 5,650.50	\$ 21,381.00	\$ 21,381.00
10	Concrete Headwall with Wingwalls Structure (FW-0) (HW = 10.5'), for 6-9'x8' RCB, Complete in Place, the Sum of:	EA	2	\$ 138,000.00	\$ 276,000.00	\$ 103,670.92	\$ 207,341.84	\$ 72,000.00	\$ 144,000.00	\$ 108,813.00	\$ 217,626.00
11	5" Concrete Slope Paving, Complete in Place, the Sum of:	SY	540	\$ 114.00	\$ 61,560.00	\$ 73.18	\$ 39,517.20	\$ 142.50	\$ 76,950.00	\$ 173.60	\$ 93,744.00
12	Grade #1, 18" Rubble Rip Rap, Complete in Place, the Sum of:	TON	880	\$ 116.00	\$ 102,080.00	\$ 247.75	\$ 218,020.00	\$ 144.80	\$ 127,424.00	\$ 173.90	\$ 153,032.00
13	Roadway and Culvert Crossing Fill, Complete in Place, the Sum of:	CY	4,920	\$ 15.00	\$ 73,800.00	\$ 46.94	\$ 230,944.80	\$ 31.10	\$ 153,012.00	\$ 42.60	\$ 209,592.00
14	Remove and Dispose Asphalt Pavement Includes Base Material and Sawcutting, Complete in Place, the Sum of:	SY	1,300	\$ 13.00	\$ 16,900.00	\$ 14.24	\$ 18,512.00	\$ 16.70	\$ 21,710.00	\$ 11.10	\$ 14,430.00
15	8" Lime Stabilized Subgrade (Extending 1' Beyond the Asphalt Stabilized Base Outside Edge and 3' Beyond the Edge of the HMA Type D Surface Course), Complete in Place, the Sum of:	SY	2,300	\$ 11.00	\$ 25,300.00	\$ 19.99	\$ 45,977.00	\$ 3.90	\$ 8,970.00	\$ 10.40	\$ 23,920.00
16	Lime (Type B) for Subgrade Stabilization at 50 lbs/sy, Complete in Place, the Sum of:	TON	50	\$ 310.00	\$ 15,500.00	\$ 217.80	\$ 10,890.00	\$ 285.30	\$ 14,265.00	\$ 294.00	\$ 14,700.00
17	10" Asphalt Stabilized Base Course (Extending 2' Beyond the HMA Type D Surface Course Outside Edge), Complete in Place, the Sum of:	SY	2,200	\$ 78.00	\$ 171,600.00	\$ 38.39	\$ 84,458.00	\$ 107.00	\$ 235,400.00	\$ 81.60	\$ 179,520.00
18	2" HMA Type D Surface Course, including Tack Coat, Complete in Place, the Sum of:	TON	220	\$ 175.00	\$ 38,500.00	\$ 200.40	\$ 44,088.00	\$ 236.60	\$ 52,052.00	\$ 187.10	\$ 41,162.00
19	Coffer Dam and Temporary Drainage Pipe(s), Complete in Place, the Sum of:	LS	1	\$ 125,000.00	\$ 125,000.00	\$ 138,993.26	\$ 138,993.26	\$ 50,000.00	\$ 50,000.00	\$ 51,348.00	\$ 51,348.00
20	Rock Berm Dam, Complete in Place, the Sum of:	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 680.63	\$ 1,361.26	\$ 5,706.30	\$ 11,412.60	\$ 29,640.00	\$ 59,280.00
21	Reinforced Filter Fabric Fence, Complete in Place, the Sum of:	LF	100	\$ 3.00	\$ 300.00	\$ 0.20	\$ 20.00	\$ 3.60	\$ 360.00	\$ 9.80	\$ 980.00
22	Regrading Existing Ditch (Approx. 22' Width), Complete in Place, the Sum of:	LF	105	\$ 14.00	\$ 1,470.00	\$ 21.16	\$ 2,221.80	\$ 54.20	\$ 5,691.00	\$ 15.40	\$ 1,617.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER				MATULA & MATULA CONSTRUCTION, INC.		MAR-CON SERVICES, LLC.	
				CARTER CONSTRUCTION, LLC.		ENVIRONMENTAL ALLIES, INC.					
23	Remove and Replace Metal Beam Fence (Guardrail), See Details, Complete in Place, the Sum of:	LF	150	\$ 79.00	\$ 11,850.00	\$ 78.65	\$ 11,797.50	\$ 98.10	\$ 14,715.00	\$ 72.00	\$ 10,800.00
24	Install Single Guardrail Terminal (Approximately 47' Each), See Details, Complete in Place, the Sum of:	EA	4	\$ 4,500.00	\$ 18,000.00	\$ 3,127.85	\$ 12,511.40	\$ 8,000.00	\$ 32,000.00	\$ 4,620.00	\$ 18,480.00
25	Chain link Fencing, 6' High, Including Removal of Existing Gate and Replacement with Double Swing Gate per Details, Complete in Place, the Sum of:	LF	480	\$ 39.00	\$ 18,720.00	\$ 67.69	\$ 32,491.20	\$ 41.70	\$ 20,016.00	\$ 49.00	\$ 23,520.00
26	Block Sodding, Complete in Place, the Sum of:	SY	2,500	\$ 5.25	\$ 13,125.00	\$ 4.20	\$ 10,500.00	\$ 7.50	\$ 18,750.00	\$ 9.60	\$ 24,000.00
27	Hydromulch Seeding, Complete in Place, the Sum of:	Acre	1	\$ 1,850.00	\$ 1,850.00	\$ 250.00	\$ 250.00	\$ 2,496.50	\$ 2,496.50	\$ 2,160.00	\$ 2,160.00
28	Type I Reflective Markings, (Thermoplastic, per TXDOT Item 666), 4" Yellow, Solid and Broken Lines, Including Surface Preparation and Priming, Complete in Place, the Sum of:	LF	140	\$ 2.60	\$ 364.00	\$ 8.10	\$ 1,134.00	\$ 2.70	\$ 378.00	\$ 1.80	\$ 252.00
29	Type I Reflective Markings, (Thermoplastic, per TXDOT Item 666), 4" White, Solid Lines, Including Surface Preparation and Priming, Complete in Place, the Sum of:	LF	970	\$ 1.75	\$ 1,697.50	\$ 7.80	\$ 7,566.00	\$ 2.70	\$ 2,619.00	\$ 1.80	\$ 1,746.00
TOTAL (B) BAY STREET BRIDGE ITEMS:				\$ 1,906,766.50		\$ 2,742,526.34		\$ 1,882,373.70		\$ 3,110,689.10	
(C) DITCH 50A ITEMS											
30	Mobilization (Not to Exceed 3% of Total Bid of Ditch 50A Bid Items), Complete in Place, the Sum of:	LS	1	\$ 34,000.00	\$ 34,000.00	\$ 4,875.00	\$ 4,875.00	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00
31	Seal Slab, 4" Thick Unreinforced Concrete, Complete in Place, the Sum of:	SY	510	\$ 58.00	\$ 29,580.00	\$ 53.17	\$ 27,116.70	\$ 37.20	\$ 18,972.00	\$ 54.10	\$ 27,591.00
32	Concrete Channel Lining per Details, 8" Thick Bottom Slab, Complete in Place, the Sum of:	SY	510	\$ 105.00	\$ 53,550.00	\$ 93.03	\$ 47,445.30	\$ 225.00	\$ 114,750.00	\$ 175.90	\$ 89,709.00
33	Concrete Channel Lining per Details, 5" Thick Side Slopes, Complete in Place, the Sum of:	SY	800	\$ 114.00	\$ 91,200.00	\$ 71.55	\$ 57,240.00	\$ 142.50	\$ 114,000.00	\$ 164.10	\$ 131,280.00
34	Channel Fill, Complete in Place, the Sum of:	CY	200	\$ 30.00	\$ 6,000.00	\$ 12.33	\$ 2,466.00	\$ 31.10	\$ 6,220.00	\$ 53.00	\$ 10,600.00
35	Channel Excavation, All Materials, Complete in Place, the Sum of:	CY	3,450	\$ 14.00	\$ 48,300.00	\$ 47.57	\$ 164,116.50	\$ 22.20	\$ 76,590.00	\$ 47.30	\$ 163,185.00
36	Manipulation of On-Site Soils to Obtain Grade with 3:1 Slopes Along Channel, Complete in Place, the Sum of:	CY	2,300	\$ 16.00	\$ 36,800.00	\$ 16.30	\$ 37,490.00	\$ 3.60	\$ 8,280.00	\$ 14.40	\$ 33,120.00
37	Grade # 1, Rip Rap for Rock Wedge and Channel Bottom, Complete in Place, the Sum of:	TON	6,650	\$ 98.00	\$ 651,700.00	\$ 102.25	\$ 679,962.50	\$ 144.80	\$ 962,920.00	\$ 109.60	\$ 728,840.00
38	Back Slope Structure, Complete in Place, the Sum of:	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,835.39	\$ 5,506.17	\$ 2,270.20	\$ 6,810.60	\$ 4,829.70	\$ 14,489.10
39	24" HDPE Storm Sewer, Complete in Place, the Sum of:	LF	172	\$ 115.00	\$ 19,780.00	\$ 121.81	\$ 20,951.32	\$ 75.00	\$ 12,900.00	\$ 151.00	\$ 25,972.00
40	Coffer Dam and Temporary Drainage Pipe(s), Complete in Place, the Sum of:	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 17,150.60	\$ 17,150.60	\$ 30,000.00	\$ 30,000.00	\$ 25,674.00	\$ 25,674.00
41	Ditch Grading (10' - 15' Width), Including Excavation and Disposal of Existing Material to achieve grade, Complete in Place, the Sum of:	LF	1,110	\$ 14.00	\$ 15,540.00	\$ 34.94	\$ 38,783.40	\$ 36.30	\$ 40,293.00	\$ 48.70	\$ 54,057.00
42	Block Sodding, Complete in Place, the Sum of:	SY	13,500	\$ 5.25	\$ 70,875.00	\$ 4.16	\$ 56,160.00	\$ 7.50	\$ 101,250.00	\$ 7.20	\$ 97,200.00
43	Hydromulch Seeding, Complete in Place, the Sum of:	Acre	4	\$ 1,850.00	\$ 7,400.00	\$ 250.00	\$ 1,000.00	\$ 2,496.50	\$ 9,986.00	\$ 2,160.00	\$ 8,640.00
44	Rock Berm Dam, Complete in Place, the Sum of:	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 680.63	\$ 680.63	\$ 5,706.30	\$ 5,706.30	\$ 15,600.00	\$ 15,600.00
45	Inlet Protection Barrier, Complete in Place, the Sum of:	EA	4	\$ 50.00	\$ 200.00	\$ 210.00	\$ 840.00	\$ 112.90	\$ 451.60	\$ 78.00	\$ 312.00
46	Stabilized Construction Exit, Including Maintenance and Removal, Complete in Place, the Sum of:	LS	1	\$ 5,200.00	\$ 5,200.00	\$ 2,500.00	\$ 2,500.00	\$ 13,379.60	\$ 13,379.60	\$ 4,051.20	\$ 4,051.20
47	Concrete Washout Area, Complete in Place, the Sum of:	LS	1	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00	\$ 1,426.60	\$ 1,426.60	\$ 1,440.00	\$ 1,440.00
TOTAL (C) DITCH 50A ITEMS:				\$ 1,157,825.00		\$ 1,165,784.12		\$ 1,548,935.70		\$ 1,466,760.30	

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER							
				CARTER CONSTRUCTION, L.L.C.		ENVIRONMENTAL ALLIES, INC.		MATULA & MATULA CONSTRUCTION, INC.		MAR-CON SERVICES, L.L.C.	
(D) LOOP 197 DITCH ITEMS											
48	Mobilization (Not to Exceed 3% of Total Bid of Loop 197 Ditch Bid Items), Complete in Place, the Sum of:	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,300.00	\$ 12,300.00	\$ 15,000.00	\$ 15,000.00	\$ 5,220.00	\$ 5,220.00
49	Traffic Control and Regulation for Loop 197 Ditch, Complete in Place, the Sum of:	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 5,710.52	\$ 5,710.52	\$ 6,000.00	\$ 6,000.00	\$ 210,342.00	\$ 210,342.00
50	5" Concrete Slope Paving, Complete in Place, the Sum of:	SY	3,050	\$ 103.00	\$ 314,150.00	\$ 71.72	\$ 218,746.00	\$ 200.00	\$ 610,000.00	\$ 157.50	\$ 480,375.00
51	Ditch Regrading, Including Any Excavation or Fill to Achieve Grade, Complete in Place, the Sum of:	LF	2,600	\$ 19.00	\$ 49,400.00	\$ 9.98	\$ 25,948.00	\$ 36.10	\$ 93,860.00	\$ 17.80	\$ 46,280.00
52	Inlet Protection Barrier, Complete in Place, the Sum of:	EA	16	\$ 50.00	\$ 800.00	\$ 210.00	\$ 3,360.00	\$ 112.90	\$ 1,806.40	\$ 78.00	\$ 1,248.00
53	Concrete Washout Area, Complete in Place, the Sum of:	LS	1	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00	\$ 677.30	\$ 677.30	\$ 1,440.00	\$ 1,440.00
TOTAL (D) LOOP 197 DITCH ITEMS:				\$ 396,050.00	\$ 396,050.00	\$ 267,564.52	\$ 267,564.52	\$ 727,343.70	\$ 727,343.70	\$ 744,905.00	\$ 744,905.00
(E) SUPPLEMENTAL ITEMS											
54	<i>Well Pointing for Reinforced Concrete Box (9' Span x 8' Rise) Installation, Including Deep Wells or Eductor Wells for Control of Groundwater to Facilitate Box Installation, Complete in Place, the Sum of: (Add. No. 2)</i>	LF	500	\$ 50.00	\$ 25,000.00	\$ 50.00	\$ 25,000.00	\$ 50.00	\$ 25,000.00	\$ 144.00	\$ 72,000.00
55	Wet Condition Bedding for Reinforced Concrete Box (9' Span x 8' Rise) Storm Sewer Installation, All depths, Complte in Place, the Sum of:	LF	500	\$ 25.00	\$ 12,500.00	\$ 25.00	\$ 12,500.00	\$ 150.00	\$ 75,000.00	\$ 30.00	\$ 15,000.00
56	18" Crushed Concrete or Stone Foundation for Reinforced Concrete Box (9' Span x 8' Rise) Located at Bay Street Bridge, Complete in Place, the Sum of:	TON	500	\$ 100.00	\$ 50,000.00	\$ 100.00	\$ 50,000.00	\$ 100.00	\$ 50,000.00	\$ 100.00	\$ 50,000.00
57	Seal Slab, 4" Thick Unreinforced Concrete Located at Bay Street Bridge, Complete in Place, the Sum of:	SY	540	\$ 55.00	\$ 29,700.00	\$ 55.00	\$ 29,700.00	\$ 55.00	\$ 29,700.00	\$ 55.00	\$ 29,700.00
58	Install Extra Cement Stabilized Sand Backfill, Complete in Place, the Sum of:	CY	500	\$ 65.00	\$ 32,500.00	\$ 35.00	\$ 17,500.00	\$ 90.00	\$ 45,000.00	\$ 59.50	\$ 29,750.00
TOTAL (E) SUPPLEMENTAL ITEMS:				\$ 149,700.00	\$ 149,700.00	\$ 134,700.00	\$ 134,700.00	\$ 224,700.00	\$ 224,700.00	\$ 196,450.00	\$ 196,450.00
TOTAL A + B + C + D + E ITEMS:				\$ 3,685,341.50	\$ 3,685,341.50	\$ 4,385,574.98	\$ 4,385,574.98	\$ 4,458,353.10	\$ 4,458,353.10	\$ 5,593,804.40	\$ 5,593,804.40
RECOMMENDATION: TOTAL A + B + C + D + E ITEMS:				\$ 3,685,341.50	\$ 3,685,341.50	\$ 4,385,574.98	\$ 4,385,574.98	\$ 4,458,353.10	\$ 4,458,353.10	\$ 5,593,804.40	\$ 5,593,804.40
MATHEMATICAL ERROR CORRECTED BY ENGINEER											

RESOLUTION NO. 2022-128

A RESOLUTION AWARDING BID NUMBER 2023-420 AMERICAN RESCUE PLAN ACT'S DRAINAGE IMPROVEMENTS PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published on October 27, 2022, and November 3, 2022 to local area vendors through CIVCASTUSA for Bid No. 2023-420 American Rescue Plan Act's Drainage Improvements Project; and

WHEREAS, bids were opened on November 17, 2022, and the low responsible bid meeting all the specifications was received from Carter Construction LLC., Baytown, Texas; and

WHEREAS, the Public Works and Sanitation Department recommends awarding Bid No. 2023-420 American Rescue Plan Act's Drainage Improvements Project to Carter Construction LLC., for the bid amount of \$3,685,341.50.

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. 2023-420 American Rescue Plan Act's Drainage Improvements Project to Carter Construction LLC.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Carter Construction LLC., for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and authorizing the Mayor to approve change orders, not to exceed 25% of the total contract price, 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 7th day of December 2022.

Dedrick D. Johnson, Sr., 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: 12/07/2022

Consider and take action on the Master Plan for Beacon Point at Lago Mar Subdivision

Submitted For: Veronica Carreon, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on the Master Plan for Beacon Point at Lago Mar - a Single-Family Residential Project on 287.5 acres of undeveloped land located east of I-45 and south of Holland Road Extension. The project will develop 756 lots. Staff recommend approval of the master plan subject to certain conditions relating to the extension of Holland Rd. Planning Board is scheduled to review and make a recommendation to approve the master plan at its regular meeting on Monday, December 5, 2022.

BACKGROUND (Brief Summary)

The city's vision and long-range plan suggest that a variety of housing products be developed to serve the needs of the community and attract new families to the city. Generally, lot sizes and the inclusion of amenities have an effect on the types of homes being developed. The development lies within the boundaries of the Lago Mar PUD and the Lago Mar TIRZ. It also lies within the boundaries of GCMUD No. 57, which exists but is not yet active. Beacon Point at Lago Mar will be the first development within MUD 57. A Utility Service Agreement will be needed with the City of Texas City. The master plan as presented is consistent with the requirements of the Lago Mar PUD.

RECOMMENDATION

City staff has reviewed this Subdivision Master Plan, and has no objections to this project. The Planning Board is scheduled to review and make a recommendation to approve the Master Plan at its regular meeting on Monday, December 5, 2022.

Fiscal Impact

Attachments

Beacon Point at Lago Mar Master Plan
Beacon Point at Lago Mar Aerial View
Resolution

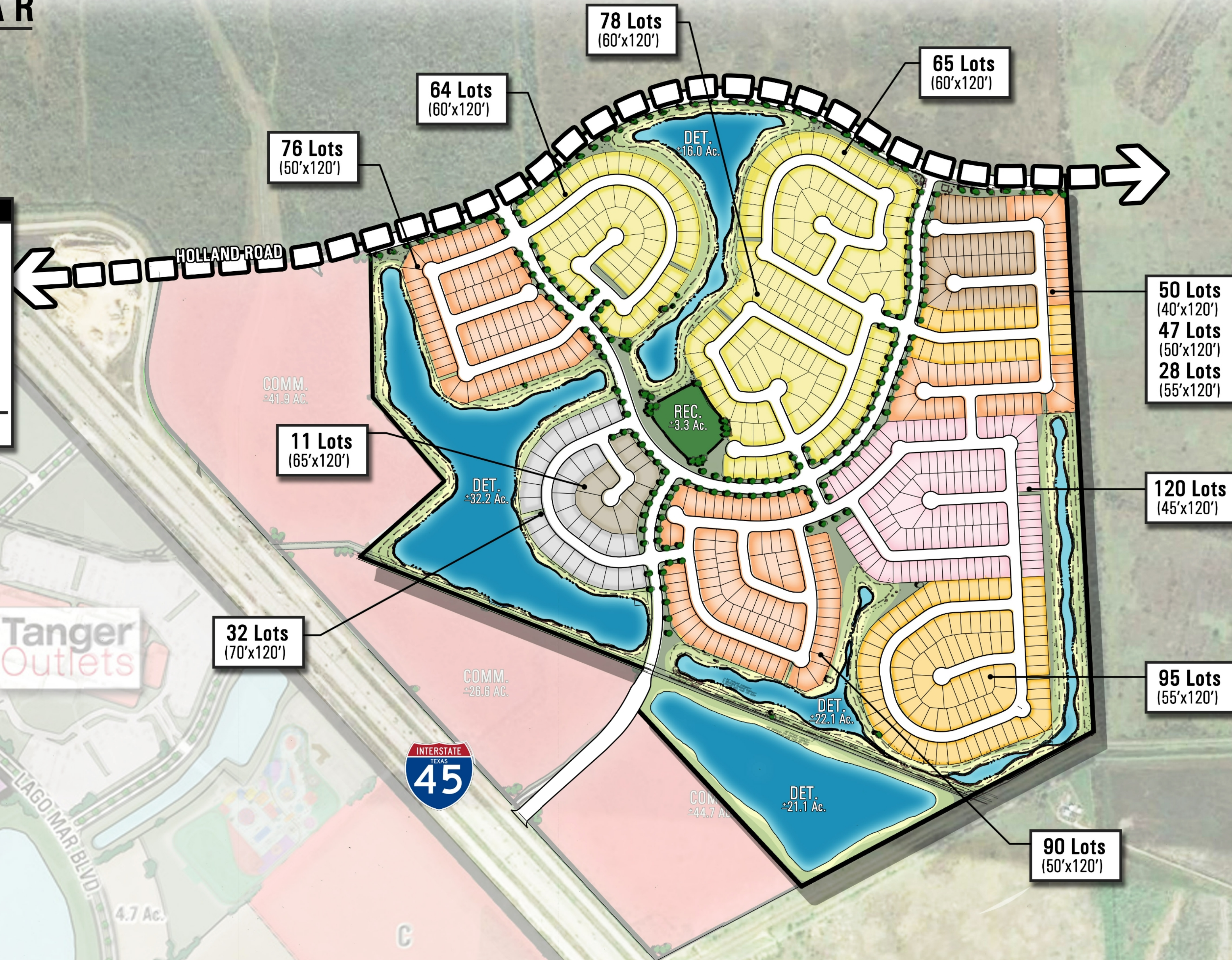
BEACON POINT AT LAGO MAR

A Schematic Plan
of
±287.5 Acres
Texas City, Texas

LOT TABLE

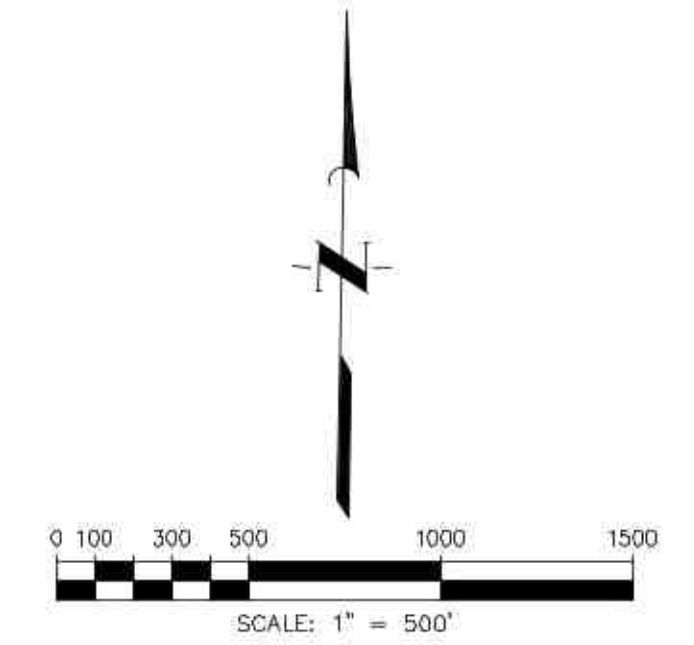
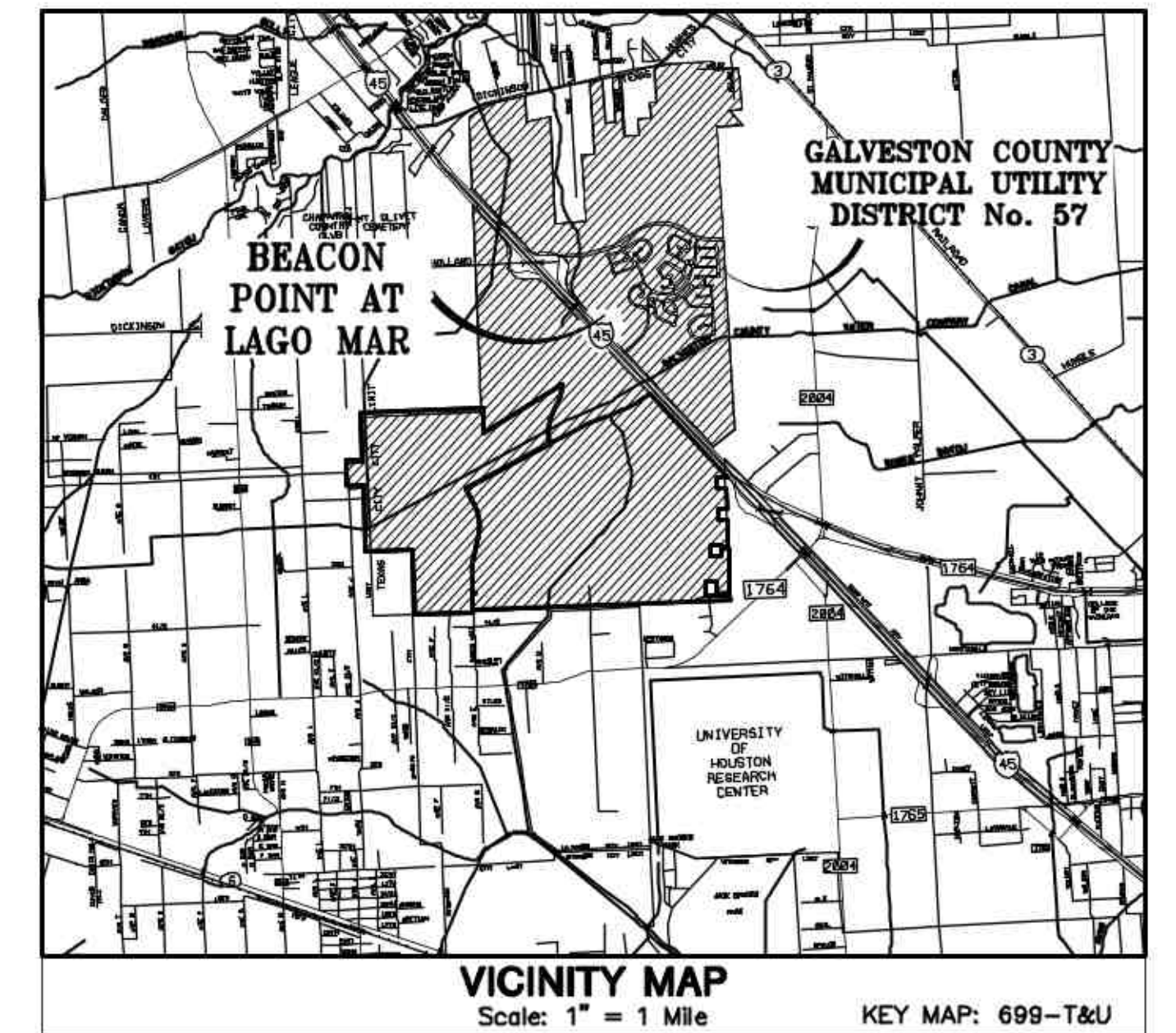
- 50 Lots (40'x120' Typ.) - 7%
- 120 Lots (45'x120' Typ.) - 16%
- 213 Lots (50'x120' Typ.) - 28%
- 123 Lots (55'x120' Typ.) - 16%
- 207 Lots (60'x120' Typ.) - 27%
- 11 Lots (65'x120' Typ.) - 2%
- 32 Lots (70'x120' Typ.) - 4%

756 TOTAL LOTS



NORTH
0' 300' 600'
SCALE: 1"=300'
DATE: 08.10.2022

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



BEACON POINT AT LAGO MAR

NOVEMBER 2022



Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

RESOLUTION NO. 2022-129

A RESOLUTION APPROVING A SUBDIVISION MASTER PLAN FOR BEACON POINT AT LAGO MAR- A SINGLE-FAMILY RESIDENTIAL PROJECT ON 287.5 ACRES OF UNDEVELOPED LAND LOCATED EAST OF I-45 AND SOUTH OF HOLLAND ROAD EXTENSION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the city's vision and long-range plan suggest that a variety of housing products be developed to serve the needs of the community and attract new families to the city; and

WHEREAS, Beacon Point at Lago Mar will be the first development within MUD 57. A Utility Service Agreement will be needed with the City of Texas City. The master plan as presented is consistent with the requirements of the Lago Mar PUD; and

WHEREAS, it is recommended by the Planning Board and City staff approving a Subdivision Master Plan for beacon point at Lago Mar- a Single-Family residential project on 287.5 acres of undeveloped land located east of I-45 and south of holland road extension subject to certain conditions relating to the extension of holland rd.

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

SECTION 1: That the City Commission hereby approves a Subdivision Master Plan for beacon point at Lago Mar- a Single-Family residential project on 287.5 acres of undeveloped land located east of I-45 and south of holland road extension subject to certain conditions relating to the extension of holland rd.

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

PASSED AND ADOPTED this 7th day of December 2022.

Dedrick D. Johnson, Sr., 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: 12/07/2022

Award of Professional Services Contract to KSA for CDBG MIT-MOD Community Center Expansion Engineering & Architectural Services.

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Award a professional services contract to KSA to provide Engineering and Architectural services for the community center expansion projects funded by the CDBG MIT-MOD grant.

BACKGROUND (Brief Summary)

On September 6, 2022, the City of Texas City was allocated \$8,012,689 under the CDBG MIT-MOD Program by the Houston-Galveston Area Council (H-GAC) on behalf of the Texas General Land Office (GLO). These monies must fund projects that reduce local risks, foster long-term community resilience that is forward-looking and encourage the prioritization of local investments with local impacts in risk reduction for hurricanes, tropical storms and depressions, and flooding.

GrantWorks was awarded the grant management contract by the City of Texas City on October 5, 2022, and released a Request for Qualifications for Engineering/Architectural Services on October 12, 2022, on behalf of the City. The submission deadline of the SOQs was October 27, 2022, by 3:00 p.m. Eight (8) SOQs were received in response to this RFQ, 3 of which were incomplete and not reviewed. Of the 5 that were reviewed, 3 were chosen for interviews with the Selection Review Committee. The Committee's intention was to identify two firms that would enter into contract with the City to provide Engineering/Architectural services on CDBG MIT-MOD projects. KSA was chosen as one of the two firms and designated to work on the community center expansion projects funded by the grant.

RECOMMENDATION

It is recommended by the CDBG MIT-MOD Selection Review Committee that Mayor Johnson should enter into a professional services contract with KSA on behalf of the City of Texas City to provide Engineering and Architectural services for the community center expansion projects funded by the CDBG MIT-MOD and Entitlement grants.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested:

Source of Funds: CDBG MIT-MOD Grant

Account #:

Fiscal Impact:

Amount will not be known until contract negotiations have been completed.

Attachments

Rating Sheets
Bid Tabulation Sheet
MIT-MOD RFQ
Resolution

BID REGISTER

RFQ
CDBG-MIT-MOD

Opening Date: 10/27/2022 @ 3:00PM

Vendor Name	Date Rec'd	Time Rec'd	Rec'd Via By mail, Fed Ex, in person, or other	Person Rec'd	Register #
Walter P. Moore & Associates	10/26/22	10:15am	UPS	Kelly A. Bender	01
KSA Engineers	10/26/22	1:03pm	FedEx	Kelly A. Bender	02
Amani Engineering Inc	10/26/22	3:49pm	in-person	Kelly A. Bender	03
Centerline Engineering	10/27/22	8:19am	Fed-Ex	Kelly A. Bender	04
IDS Engineering Group	10/27/22	10:10am	Houston Express	Kelly A. Bender	05
SCHIEBE Consulting	10/27/22	1:47pm	In-person	Kelly A. Bender	06
A&S Engineers, Inc.	10/27/22	2:09pm	In-person	Kelly A. Bender	07
					08
					09
					10
					11
					12

KOG -
KOG -
No SAMS *
networks id not *
networks id not *
SAMS to Gov but no work

Do not Review SAMS
Do Not Review SAMS
Do Not Review SAMS
Do Not Review SAMS

*Received unsealed
*incomplete - no Sams's verification

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City
 Name of Respondent Amani
 Evaluator's Name D. Johnson

CDBG MIT-MOD

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10	<u>08</u> <i>20x</i>
4. Extent of experience in project construction management	15	<u>15</u>
Subtotal, Experience	60	<u>58</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>24</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>58</u>
<input type="checkbox"/> Work Performance	25	<u>24</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>96</u>

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Vertical handwritten text in the center of the page, possibly a list or a column of notes.

Engineer/Architect Rating Sheet

#2

Grant Recipient COTC
 Name of Respondent AMANI Engineering
 Evaluator's Name Kim Golden

CDBG MIT-MOD

Date of Rating 11/10/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed _____ type of projects	20	<u>10</u>	mostly sheet, NO A/E CDBG only
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>8</u> <u>5</u>	-mostly summary - NO CE&I slms
Subtotal, Experience	60	<u>33</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>21</u>

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force 5/2023	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>33</u>
<input type="checkbox"/> Work Performance	25	<u>21</u>
<input type="checkbox"/> Capacity to Perform	15	<u>12</u>
Total Score	100	<u>66</u>

COH MBE

TEXAS HUB

POH SBE

31 EE's

23 - PE, PLS, CFM

Brown, PE - ~~43~~ 43y

Dutta, PE, CFM 23

Lewis, PE 7y 11

Werner, RPLS - 9y

See Company Profile

4 - PE's

1 EIT

1 GRADUATE

2 RPLS

1 PLS IT

~~RPLS - 9y~~

23 yr hunting

Street projects

Lift station

SS

FM

~~(no drainage projects)~~

Waterline

Besant Place - sunny services

- SUE

Drainage Projects - one completed Detention Basin 2.5M, 2015

- Channel Rehab 332,000 MAR 2016

430,000 Aug 2018

- E Little York Outfall - Brown, PE. 11.2M construction cost - complete?

- Albedale in Brown Detention Area

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent Amani Engineering

Evaluator's Name Jack Haralson

Date of Rating November 10, 2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed _____ type of projects	20	<u>20</u>	
2. Has worked on federally funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10	<u>10</u>	
<p style="font-size: small;">Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>			
4. Extent of experience in project construction management	15	<u>10</u>	
Subtotal, Experience	60	<u>55</u>	

Work Performance

Factor	Max.Pts.	Score	
1. Past projects completed on schedule	10	<u>9</u>	
2. Manages projects within budgetary constraints	5	<u>4</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	25	<u>23</u>	

Capacity to Perform

Factor	Max.Pts.	Score	
1. Staff Level / Experience of Staff	5	<u>5</u>	
2. Adequacy of Resources	5	<u>5</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>15</u>	

TOTAL SCORE

Factor	Max.Pts.	Score	
<input type="checkbox"/> Experience	60	<u>55</u>	
<input type="checkbox"/> Work Performance	25	<u>23</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>	
Total Score	100	<u>93</u>	

- Houston area company
 - lots of experience in same style of projects
 - grant experience

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City CDBG MIT-MOD
 Name of Respondent Amani Engineering Inc.
 Evaluator's Name Hilary Smith Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed <u>Drainage/Roadways</u> type of projects	20	<u>15</u>	
2. Has worked on federally funded construction projects	15	<u>13</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>8</u>	
Subtotal, Experience	60	<u>47</u>	

Work Performance

Factor	Max.Pts.	Score	
1. Past projects completed on schedule	10	<u>10</u>	
2. Manages projects within budgetary constraints	5	<u>4</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	25	<u>24</u>	

Capacity to Perform

Factor	Max.Pts.	Score	
1. Staff Level / Experience of Staff	5	<u>4</u>	
2. Adequacy of Resources	5	<u>4</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>13</u>	

TOTAL SCORE

Factor	Max.Pts.	Score	
<input type="checkbox"/> Experience	60	<u>47</u>	
<input type="checkbox"/> Work Performance	25	<u>24</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>	
Total Score	100	<u>85</u>	

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City
 Name of Respondent KSA
 Evaluator's Name Litilayp Smith

CDBG MIT-MOD

Date of Rating 11/3/22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>18</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region.	10	<u>10</u>
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		
4. Extent of experience in project construction management	15	<u>12</u>
Subtotal, Experience	60	<u>50</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>23</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>50</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>89</u>

Does not have ~~is~~ subs identified.

Architectural & electrical in-house.

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City
 Name of Respondent KSA
 Evaluator's Name _____

CDBG MIT-MOD

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>18</u>
2. Has worked on federally funded construction projects	15	<u>14</u>
3. Has worked on projects that were located in this general region.	10	<u>7</u>
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		
4. Extent of experience in project construction management	15	<u>14</u>
Subtotal, Experience	60	<u>53</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>24</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>53</u>
<input type="checkbox"/> Work Performance	25	<u>24</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>91</u>

12/12/20

12/12/20

Engineer/Architect Rating Sheet

#1

Grant Recipient COTC

CDBG MIT-MOD

Name of Respondent KSA

Evaluator's Name Kim Golden

Date of Rating 11/10/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	<u>20</u>	A/E on staff CDBG, CDBG-DR, HMGP
2. Has worked on federally funded construction projects	15	14	
3. Has worked on projects that were located in this general region.	10	<u>8</u>	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>15</u>	
Subtotal, Experience	60	<u>57</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

5/29/2023

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>57</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>97</u>

1978

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Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent KSA

Evaluator's Name Jack Harabson

Date of Rating November 10, 2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Has previously designed _____ type of projects	20	<u>19</u>	
2. Has worked on federally funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10		
<small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</small>			
4. Extent of experience in project construction management	15	<u>10</u>	
Subtotal, Experience	60	<u>54</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Past projects completed on schedule	10	<u>9</u>	
2. Manages projects within budgetary constraints	5	<u>4</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	25	<u>23</u>	

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	<u>5</u>	
2. Adequacy of Resources	5	<u>5</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>15</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
<input type="checkbox"/> Experience	60	<u>54</u>	
<input type="checkbox"/> Work Performance	25	<u>23</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>	
Total Score	100	<u>92</u>	

** office in Sugarland*
** not very much, if any, experience in our area*

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent TLC

Evaluator's Name _____

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>18</u>
2. Has worked on federally funded construction projects	15	<u>18</u>
3. Has worked on projects that were located in this general region.	10	<u>7</u>
<p style="font-size: small;">Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>		
4. Extent of experience in project construction management	15	<u>14</u>
Subtotal, Experience	60	<u>57</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>2</u>
3. Work product is of high quality	10	<u>5</u>
Subtotal, Performance	25	<u>12</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>57</u>
<input type="checkbox"/> Work Performance	25	<u>12</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>82</u>

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Engineer/Architect Rating Sheet

#5

Grant Recipient COTC

CDBG MIT-MOD

Name of Respondent TLC ENGINEERING

Evaluator's Name KM Golden

Date of Rating 11/10/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	<u>0</u>	- Sub consults for most design & production - CE&I M&M
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</small>	10	<u>8</u>	
4. Extent of experience in project construction management	15	<u>10 8</u>	- 1 person on staff
Subtotal, Experience	60	<u>28</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>1</u>
2. Manages projects within budgetary constraints	5	<u>1</u>
3. Work product is of high quality	10	<u>5</u>
Subtotal, Performance	25	<u>5</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	<u>2</u>	2 PE - CONSULTANTS 8/24/2022
2. Adequacy of Resources	5	<u>0</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>7</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>28</u>
<input type="checkbox"/> Work Performance	25	<u>5</u>
<input type="checkbox"/> Capacity to Perform	15	<u>7</u>
Total Score	100	<u>40</u>

TLC - 1994

Subconsuts Zavinkelk

STOA - A/E

MBCO - Sun

GRANT Wmbh & Mgmt - 1 perm, 30 hrs. Wmbh for citu

FEMA PORTAL

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City CDBG MIT-MOD
 Name of Respondent ILC Engineering
 Evaluator's Name Tithayo Smith Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed _____ type of projects	20	<u>10</u>	
2. Has worked on federally funded construction projects	15	<u>17</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>12</u>	
Subtotal, Experience	60	<u>38</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	<u>5</u>

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>38</u>
<input type="checkbox"/> Work Performance	25	<u>5</u>
<input type="checkbox"/> Capacity to Perform	15	<u>12</u>
Total Score	100	<u>55</u>

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent TLC Engineering

Evaluator's Name Jack Haralson

Date of Rating November 10, 2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed _____ type of projects	20	<u>15</u>	
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>10</u>	
Subtotal, Experience	60	<u>40</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>5</u>
Subtotal, Performance	25	<u>15</u>

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>40</u>
<input type="checkbox"/> Work Performance	25	<u>15</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>70</u>

** confusing : who will be doing the engineering work; looks as if they plan on subbing out the work*

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City
 Name of Respondent Walter P. Moore
 Evaluator's Name D. Johnson

CDBG MIT-MOD

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	15	<u>12</u> <i>DF</i>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		
4. Extent of experience in project construction management	15	<u>8</u>
Subtotal, Experience	60	<u>54</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>7</u>
Subtotal, Performance	25	<u>20</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>54</u>
<input type="checkbox"/> Work Performance	25	<u>20</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>87</u>

Copy of [unclear]
[unclear] [unclear]
[unclear]

[unclear]

[unclear]

[unclear]

[unclear]

[unclear]

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent Walter P. Moore

Evaluator's Name Hilary Smith

Date of Rating 11/4/22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (**environmental or buyout only**) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region.	10	<u>10</u>
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>		
4. Extent of experience in project construction management	15	<u>8</u> <u>15</u>
Subtotal, Experience	60	<u>58</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>17</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>58</u>
<input type="checkbox"/> Work Performance	25	<u>17</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>90</u>

Engineer/Architect Rating Sheet

#4

Grant Recipient COTC

CDBG MIT-MOD

Name of Respondent Walter P Moore

Evaluator's Name KM Golden

Date of Rating 11/10/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score	Comments
1. Has previously designed <u>mostly drainage studies</u> type of projects	20	<u>10</u>	Lots of drainage studies CDBG - DR, ACPA Staff has 1 yr w WPM - 28 yrs exp diverse, not all g/l
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10	<u>8</u>	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>10</u>	<u>10</u> - 1 person on staff
Subtotal, Experience	60	<u>30</u>	

Work Performance

Factor	Max. Pts.	Score	
1. Past projects completed on schedule	10	<u>-</u>	NO INFO
2. Manages projects within budgetary constraints	5	<u>-</u>	NO INFO
3. Work product is of high quality	10	<u>8</u>	
Subtotal, Performance	25	<u>8</u>	

Capacity to Perform

Factor	Max. Pts.	Score	
1. Staff Level / Experience of Staff	5	<u>3</u>	7 PE - but POC has < 1 yr w WPM
2. Adequacy of Resources	5	<u>3</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>13</u>	

TOTAL SCORE

Factor	Max. Pts.	Score	
<input type="checkbox"/> Experience	60	<u>30</u>	
<input type="checkbox"/> Work Performance	25	<u>8</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>	
Total Score	100	<u>59</u>	

1931

725 + ee

24 office

CONSULTANTS MWBE goals

Ally Good Solutions, LLC dba AGS Eng. HUB/MBE

HVS Assoc'd (HUB/MBE) - 36%

CDBG drug treatment 6.3 Mch

Recom 3 Residua drug treat - PES - Desig 2022

Annual Brgm Upm Recal drug treat - H&H study

Project Genom - Econ Dev - 244 Ac tract - Desig 2018, Cont 2019

Regrad detntr - 13.9 Ac 5.5 Mch 4.4 Mch

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent Walter P. Moore

Evaluator's Name Jack Haralson

Date of Rating ~~10-31-22~~ 11-10-22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (**environmental or buyout only**) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>15</u>
✓ 2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</small>	10	<u>10</u>
4. Extent of experience in project construction management	15	<u>10</u>
Subtotal, Experience	60	<u>50</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>20</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>2</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>50</u>
<input type="checkbox"/> Work Performance	25	<u>20</u>
<input type="checkbox"/> Capacity to Perform	15	<u>12</u>
Total Score	100	<u>82</u>

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City CDBG MIT-MOD
 Name of Respondent Scheibe Consulting LLC.
 Evaluator's Name Tiblayo Smith Date of Rating 11/4/22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	<u>12</u>	
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>10</u>	
Subtotal, Experience	60	<u>42</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>23</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>11</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>42</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>11</u>
Total Score	100	<u>76</u>



Engineer/Architect Rating Sheet

Grant Recipient COTC
 Name of Respondent Scheibe
 Evaluator's Name _____

CDBG MIT-MOD

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>18</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10	<u>10</u>
4. Extent of experience in project construction management	15	<u>15</u>
Subtotal, Experience	60	<u>58</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>19</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>58</u>
<input type="checkbox"/> Work Performance	25	<u>19</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>90</u>

2010
October

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10/27/10
10/28/10
10/29/10
10/30/10
10/31/10

Engineer/Architect Rating Sheet

3

Grant Recipient COTC

CDBG MIT-MOD

Name of Respondent Scheibe Consulting, LLC

Evaluator's Name KIM Golden

Date of Rating 11/10/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed <u>DRAINAGE</u> type of projects	20	<u>10</u>	NO A/E CDBG, FM, HUGP GLO rotation
2. Has worked on federally funded construction projects	15	<u>14</u>	
3. Has worked on projects that were located in this general region.	10	<u>10</u>	
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>			
4. Extent of experience in project construction management	15	<u>5</u>	Mostly Planner & Design NO CE2I staff NO CE2I consulting dual
Subtotal, Experience	60	<u>39</u>	

Work Performance

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>6</u>
2. Manages projects within budgetary constraints	5	<u>2</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>16</u>

Capacity to Perform

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	<u>3</u>	3 PEs
2. Adequacy of Resources	5	<u>2</u>	
3. Professional liability insurance is in force	5	<u>5</u>	12/1/22
Subtotal, Capacity to Perform	15	<u>10</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>39</u>
<input type="checkbox"/> Work Performance	25	<u>16</u>
<input type="checkbox"/> Capacity to Perform	15	<u>10</u>
Total Score	100	<u>65</u>

11 years
3 PE's

Flood protection study work
Redesign, utility, drainage impm \$15 million - (construction?)
US 59 (I469) Realignment impm \$60K - org
TC Inner Levee impm
Brazoria Orange District - on call

USCOE - Galveston District
COTC Fed Levee
COTC FEMA Certification w/ ARKIC

SMS Bayou
Navigation Projects

2006 - HAFF Associates -

2011 - Firm started
[• General Public Works (mostly w/in the ROW)
• Flood models, detail storm drainage plans
• General civil lead development - public works
Schools
Industrial, comm'l, residential

Shelton Architect - a sub consultant - Schools, public
Doing projects w/ Genl Works

Focus -
NO MIT projects - planning only ^{so far} on Wharton & Matagorda County
reconstruction of a waterline & a new water well - MUD district
Periodic inspections (72 hr Notice) - has a contract employee in Beaumont
- COBB Finley - SUE, Samson, const insp

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent Scheibe Consulting

Evaluator's Name Jack Harabon

Date of Rating November 10, 2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (**environmental or buyout only**) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>17</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region.	10	
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>		
4. Extent of experience in project construction management	15	<u>10</u>
Subtotal, Experience	60	<u>52</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>23</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>52</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>90</u>

** based out of Austin
- has worked for Texas City*

Selection Committee Member	KSA	Amani	TLC
Dedrick Johnson	91	96	82
Kim Golden	97	66	40
Jack Haralson	92	93	70
Titilayo Smith	89	85	55
Total	369	340	247

Picked for Interviews
Picked for Contracts

Walter P. Moore	Scheibe Consulting
87	90
59	65
82	90
90	76
318	321

Request for Qualifications (RFQ) for Engineering/Architectural Services - Cover Letter

October 12, 2022

Re: Texas CDBG-MIT Regional Mitigation Program's Method of Distribution Development (CDBG MIT-MOD)

Dear Engineering/Architecture Service Providers:

Attached is a copy of the city of Texas City's Request for Qualifications ("RFQ") for engineering/architectural services. These services are being solicited to assist the city of Texas City in its application and project implementation of a contract, if awarded from the GLO's CDBG MIT-MOD program(s). The city of Texas City is considering applying for such funding to support activities in the city.

Please note the following changes to the Engineering Scope of Work ("SOW"):

- Initial Engineering and Design Support- Page 6 Item b;
- Initial Engineering and Design Support- Page 7 Item m;
- Engineering and Final Design Support- Page 7 Item b; and
- Contract Management and Construction Oversight- Page 8 Item q

Multiple contracts may be awarded as a result of this solicitation.

The submission requirements for this SOQ are also included on the attached Request for Qualifications (RFQ) form. Please submit a Statement of Qualifications ("SOQ") to:

Kelle Bender, Purchasing Agent

1801 9th Ave. N Texas City, TX 77590

Email to: grantworks@grantworks.net

The deadline for submission of SOQs is October 27, 2022, by 3:00pm. It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The city of Texas City reserves the right to negotiate with any and all service providers submitting timely SOQs.

The city of Texas City is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit SOQs.

Sincerely,

GrantWorks on behalf of the city of Texas City

RFQ for Engineering/Architectural Services

The city of Texas City is seeking to enter into an [engineering/architectural] services contract with a state registered [engineer/architect]. The following outlines this request for qualifications.

1. Scope of Work

A sample detailed Scope of Work provided by GLO for CDBG MIT-MOD engineering/architectural services is enclosed in this packet. The [engineering/architectural] contract will encompass all application and project related [engineering/architectural] services to the city of Texas City under its CDBG MIT-MOD program project(s), including but not limited to:

2. Statement of Qualifications - The city of Texas City is seeking to contract with a competent engineering/architectural firm, registered to practice in the State of Texas.

- Public works construction including but not limited to mitigation projects;
- Federally funded construction projects; and
- Projects located in this general region of the state
- **Transmittal letter including:**
 - Brief statement of the firm's understanding of the scope of the work to be performed;
 - Confirmation that the firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas
 - Confirmation that the firm has not had a record of substandard work within the last five years;
 - Confirmation that the firm has not engaged in any unethical practices within the last five years;
 - Any other information that the firm feels appropriate to support their understanding;
- **Company Profile**
- **Experience and Qualifications.** Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ including the following:
 - Experience with public works construction including but not limited to mitigation projects;
 - Experience with federally funded construction projects;
 - A list of past local government clients, as well as resumes of all engineers/architects that will or may be assigned to this project if you receive the engineering/architectural services contract award.
- **SAM.gov Registration.** Firms **must have an active registration** with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your Statement of Qualifications. **See next page.**
- **References.** Each firm must furnish a minimum of five (5) references.

3. Evaluation Criteria - The SOQ received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

4. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- **Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.**

5. Submission Requirements- the following documents must be included in your SOQ:

- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that city may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service Providers **must have an active registration** in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that **includes the record date**. This clearance information should be included in the service provider's Proposal. **The clearance in the Service Provider's proposal must be re-verified prior to award.** Federal awarding agencies may relax the timing of the requirement for active SAM registration at time of allocation in order to expeditiously issue funding. At the time of award, the requirements of 2 CFR § 200.206, Federal awarding agency review of risk posed by recipients, continue to apply.
- **Form Conflict of Interest Questionnaire**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFQ and must be submitted with the response.
- **Certification Regarding Lobbying- Disclosure of Lobbying Activities** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.
- **Form 1295**, (enclosed). Effective January 1,2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
- **Required Contract Provisions (enclosed)**. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFQ.

6. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. – Small and minority businesses, women's business enterprises, and labor surplus area firms must be solicited in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community. Please use the following link: <https://www.mbda.gov/mbda-programs>. Email your RFQ to the appropriate center. If your Center cannot be reached by email, it is strongly recommended that the RFQ be sent to the appropriate center via CERTIFIED MAIL, return receipt requested.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>
Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>
Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>
Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women’s Business Centers:

U.S. Small Business Administration-
Dallas/Fort Worth District Office
150 Westpark Way, Ste. 130
Euless, TX 76040
214-572-9452
Website:
<https://www.sba.gov/offices/district/tx/dallas-fort-worth>
Email: dfwdo.email@sba.gov

WBEA – Women’s Business Center

9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>
Email: wbc@wbea-texas.org

LiftFund Women’s Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website:
<https://womensbusinesscentersa.com/>
Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

7. Deadline for Submission –It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Please electronically submit your SOQs in .pdf format via email to grantworks@grantworks.net **and** submit your SOQ to the address below on a thumb drive **and** submit 2 copies of your statements of qualifications to the following address: City of Texas City Purchasing Department, Kelly A. Bender, 1801 9th Ave. N Texas City, TX 77590. Statements of Qualifications must be received by the city no later than October 27, 2022, by 3:00pm to be considered.

Any questions or requests for clarification must be submitted in writing via EMAIL to the address above at least 3 business days prior to the deadline. The city may, if appropriate, circulate the question and answer to all service providers who submitted an SOQ.

**Texas CDBG-MIT Regional Mitigation Program’s Method of Distribution Development (CDBG MIT-MOD)
Engineering/Architectural Services - Program Description**

Below is a description of the anticipated program that is eligible for funding through the CDBG MIT-MOD Program(s) funded through the Texas General Land Office (GLO).

The Entity anticipates selecting a respondent for the following programs that require Engineering/Architectural Services:

CDBG MIT-MOD: Through the Regional Mitigation Program, Council of Governments Method of Distribution (COG MODs), established in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan: Building Stronger for a Resilient Future, each Council of Governments (COG) region impacted by Hurricane Harvey in 2017 has been allocated funds for hazard mitigation projects;

The Texas Regional Land Office (GLO) encourages prioritization of regional investments with regional impacts in risk reduction for natural disasters;

CDBG-MIT funds shall not be used for programs and projects to provide emergency response services; and

Funds may be used for mitigation activities to enhance the resilience of facilities used to provide emergency response services, provided that such assistance is not used for buildings for the general conduct of government. Each COG will have an allotted time as designated in the COG’s Performance Statement from the contract execution to develop a local Method of Distribution (MOD) for allocation of funds to units of local government (cities and counties) and Indian Tribes.

Recipient: <u>City of Texas City</u>	
Anticipated Program	Texas CDBG-MIT Regional Mitigation Program’s Method of Distribution Development (CDBG MIT-MOD)

APPROVED BY:

Dedrick Johnson
Mayor

SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal CDBG MIT-MOD statutory responsibilities related to mitigation and/or recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- b) Provide monthly project status updates.
- c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- a) Assist with the development of grant applications, including, but not limited to cost estimates, preparation of project justification, project maps and accurate project descriptions.
- b) To address needed design in a timely manner for the start of the environmental process. (Milestones and keeping with them must be established to keep in line with The General Land Office contract schedule of 30% plans and design must be submitted to move forward with the *start* of the environmental review process and to keep with the invoicing in a timely manner).
- c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- d) Design surveying, topographic and utility mapping.
- e) Perform subsurface explorations for project sites, as necessary.
- f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.

- g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- j) Prepare plans and profiles, including vertical design information for the selected alternative.
- k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the Entity to facilitate the project, preparing right-of-way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- m) For scheduling purposes in the application and then again post-award inclusion of the United States Army Corp of Engineer (USACE) permits needed and all the associated studies to complete these (i.e. wetland determinations, Section 7 ESA review, Historic Preservation-Archeological surveys, etc.) with possible timelines. This has been amended here as a result of the necessity for engineering to handle more complex and in-depth environmental reviews, and that the engineering firm will need these completed before the project moves forward.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release reports and to ensure all activities will be eligible for reimbursement. The engineer must provide within three (3) business days' written notification to the Grant Manager and the local government client any proposed changes or revisions to the construction contractor plans or specifications for review by the Grant Manager for conformance with the environmental review record. No changes may be approved and no work may proceed until the changes have been considered, and, if required, a new environmental review or reevaluation has been completed. This includes minor and field change orders.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- a) Submit appropriate items and support subrecipient in the development of complete bid package.
- b) Prepare and assist subrecipient in the advertisements for bid solicitation.

- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d) Attend and support subrecipient at pre-bid conference and bid opening.
- e) Support subrecipient with ongoing communication during bid process.
- f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- a) Ensure delivery of subrecipient project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support subrecipient with issue identification and claims resolutions.
- k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l) Develop a final "as built" report of quantities, drawings, and specifications.
- m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- q) Engineer must provide written notification to the Grant Manager and the local government client of any proposed changes or revisions to the construction contractor plans or specifications so that their conformance with the environmental review record may be evaluated. No changes may be approved and no work may proceed until the changes have been considered, and, if required, a new environmental review or reevaluation has been completed. This includes minor and field change orders. Emergency changes may be approved on a case-by-case basis with the Engineer providing within two (2) business days written justification(s) for declaring and issuing an emergency change order to the Grant Manager and the local government client. It is paramount that any emergency change order issued by the engineer takes into consideration any change in beneficiaries or environmental review status as a substantial part of the justification(s).
- r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a) Provide Geotechnical Investigations as may be required for a project.
- b) Provide Site Specific Testing as may be required for a project.
- c) Provide Archeological Studies as may be required for a project.
- d) Provide Planning Studies as may be required for a project.
- e) Provide Feasibility Studies as may be required for a project.
- f) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- g) Provide Phase I and Phase II environmental site assessments as requested.

Engineer/Architect Rating Sheet

Grant Recipient _____

CDBG MIT-MOD

Name of Respondent _____

Evaluator's Name _____

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	_____
2. Has worked on federally funded construction projects	15	_____
3. Has worked on projects that were located in this general region.	10	_____
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>		
4. Extent of experience in project construction management	15	_____
Subtotal, Experience	60	_____

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	_____

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform	15	_____

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
Total Score	100	_____

Insert Certificate of Insurance

Insert System for Award Management (SAM) record search for company name and company principal

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Certification Regarding Lobbying

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____.			
(month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of April 5, 2022.**

THRESHOLD	PROVISION	CITATION
<p style="text-align: center;">>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p style="text-align: center;">2 CFR 200 APPENDIX II (A)</p>
<p style="text-align: center;">>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</p>	<p style="text-align: center;">2 CFR 200 APPENDIX II (B)</p>
<p style="text-align: center;">None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(2) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or</p>	<p style="text-align: center;">2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

	<p>national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other</p>	
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sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the [recipient] agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II I</p>
<p>None</p>	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>	<p>2 CFR 200 APPENDIX II (F)</p>
<p>>\$150,000</p>	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts</p>	<p>2 CFR 200 APPENDIX II (G)</p>

	in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE’s contractors must comply with Section 6002 of the Solid Waste Disposal Act. ⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement. ⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. ⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed	

	<p>to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given</p>	
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	<p>to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.</p> <p>Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;</p> <p>b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or</p> <p>c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.</p>	2 CFR 200.216
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper</p>	2 CFR 200.336

	<p>versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of</p>	2 CFR 200.334

	<p>performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	<p>The contract award is contingent upon the receipt of CDBG MIT-MOD funds. If no such funds are awarded, the contract shall terminate.</p>	Optional
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	42 U.S.C. 6201
	<p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p>	Section 504 of the Rehabilitation Act of 1973, as amended.

RESOLUTION NO. 2022-130

A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT FOR ENGINEERING SERVICES FOR THE PUBLIC WORKS PROJECTS FUNDED BY THE CDBG-MIT-MOD GRANT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, participation in CDBG MIT-MOD program(s) requires implementation by professionals experienced in the administration of federally-funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the GLO requirements; and

WHEREAS, GrantWorks was awarded the grant management contract by the City of Texas City on October 5, 2022, and released a Request for Qualifications for Engineering/Architectural Services on October 12, 2022, on behalf of the City. The submission deadline of the SOQs was October 27, 2022, by 3:00 p.m.

WHEREAS, it is the recommendation of the Selection Review Committee to enter into a professional services contract with KSA Engineers on behalf of the City of Texas City to provide Engineering services for the Public Works projects funded by the CDBG MIT-MOD grant.

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 KSA Engineers to provide Engineering services for the Public Works projects funded by the CDBG MIT-MOD grant.

SECTION 2: That the Mayor or his designee is hereby authorized to enter into a contract with KSA Engineers for the respective unit prices bid in **Exhibit "A"** attached hereto 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 7th day of December 2022.

Dedrick D. Johnson, Sr., 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: 12/07/2022

Award of Professional Services Contract to Amani Engineering, Inc. for CDBG MIT-MOD Public Works Projects Engineering Services.

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Award a professional services contract to Amani Engineering, Inc. to provide Engineering services for the Public Works projects funded by the CDBG MIT-MOD grant.

BACKGROUND (Brief Summary)

On September 6, 2022, the City of Texas City was allocated \$8,012,689 under the CDBG MIT-MOD Program by the Houston-Galveston Area Council (H-GAC) on behalf of the Texas General Land Office (GLO). These funds must fund projects that reduce local risks, foster long-term community resilience that is forward-looking and encourage the prioritization of local investments with local impacts in risk reduction for hurricanes, tropical storms and depressions, and flooding.

GrantWorks was awarded the grant management contract by the City of Texas City on October 5, 2022, and released a Request for Qualifications for Engineering/Architectural Services on October 12, 2022, on behalf of the City. The submission deadline of the SOQs was October 27, 2022, by 3:00 p.m. Eight (8) SOQs were received in response to this RFQ, 3 of which were incomplete and not reviewed. Of the 5 that were reviewed, 3 were chosen for interviews with the Selection Review Committee. The Committee's intention was to identify two firms that would enter into contract with the City to provide Engineering/Architectural services on CDBG MIT-MOD projects.

Amani Engineering, Inc. was chosen as one of the two firms and designated to work on the Public Works projects funded by the grant.

RECOMMENDATION

It is recommended by the CDBG MIT-MOD Selection Review Committee that Mayor Johnson should enter into a professional services contract with Amani Engineering, Inc. on behalf of the City of Texas City to provide Engineering services for the Public Works projects funded by the CDBG MIT-MOD grant.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested:

Source of Funds: CDBG MIT-MOD Grant

Account #:

Fiscal Impact:

Amount will not be known until contract negotiations have been completed.

Attachments

Bid Tabulation Sheet

Rating Sheets

MIT-MOD RFQ

Resolution

Selection Committee Member	KSA	Amani	TLC
Dedrick Johnson	91	96	82
Kim Golden	97	66	40
Jack Haralson	92	93	70
Titilayo Smith	89	85	55
Total	369	340	247

Picked for Interviews
Picked for Contracts

Walter P. Moore	Scheibe Consulting
87	90
59	65
82	90
90	76
318	321

BID REGISTER

RFQ
CDBG-MIT-MOD

Opening Date: 10/27/2022 @ 3:00PM

Vendor Name	Date Rec'd	Time Rec'd	Rec'd Via By mail, Fed Ex, in person, or other	Person Rec'd	Register #
Walter P. Moore & Associates	10/26/22	10:15am	UPS	Kelly A. Bender	01
KSA Engineers	10/26/22	1:03pm	FedEx	Kelly A. Bender	02
Amani Engineering Inc	10/26/22	3:49pm	in-person	Kelly A. Bender	03
Centerline Engineering	10/27/22	8:19am	Fed-Ex	Kelly A. Bender	04
IDS Engineering Group	10/27/22	10:10am	Houston Express	Kelly A. Bender	05
SCHIEBE Consulting	10/27/22	1:47pm	In-Person	Kelly A. Bender	06
A&S Engineers, Inc.	10/27/22	2:09pm	In-Person	Kelly A. Bender	07
					08
					09
					10
					11
					12

KOG -
KOG -
No SAMS *
networks id not want *
networks id not want
Sams to Gov but no want

Do not return SAMS
Do not return SAMS
Do not return SAMS
Do not return SAMS

*Received unsealed
*incomplete - no Sams verification

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City
 Name of Respondent Amani
 Evaluator's Name D. Johnson

CDBG MIT-MOD

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region.	10	<u>10</u>
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		
4. Extent of experience in project construction management	15	<u>15</u>
Subtotal, Experience	60	<u>58</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>24</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>58</u>
<input type="checkbox"/> Work Performance	25	<u>24</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>96</u>

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Handwritten text in the middle of the page, appearing to be a list or series of notes.

Engineer/Architect Rating Sheet

#2

Grant Recipient COTC
 Name of Respondent AMANI Engineering
 Evaluator's Name Kim Golden

CDBG MIT-MOD
 Date of Rating 11/10/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed _____ type of projects	20	<u>10</u>	mostly sheet, NO A/E CDBG only
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>8</u> <u>5</u>	-mostly summary - NO CE&I slms
Subtotal, Experience	60	<u>33</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>21</u>

Capacity to Perform

Factor	Max.Pts.	Score	
1. Staff Level / Experience of Staff	5	<u>4</u>	4PE.
2. Adequacy of Resources	5	<u>3</u>	
3. Professional liability insurance is in force 5/2023	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>12</u>	

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>33</u>
<input type="checkbox"/> Work Performance	25	<u>21</u>
<input type="checkbox"/> Capacity to Perform	15	<u>12</u>
Total Score	100	<u>66</u>

COH MBE
TEXAS HUB
POH SBE

31 EE's

23 - PE, PLS, CFM

Brown, PE - ~~43~~ 43yr See Company Profel

Dutta, PE, CFM 23

4 - PE's

Lewis, PE 7yr 11

1 EIT

Werner, RPLS - 9yr

1 GRADUATE

2 RPLS

1 PLS IT

~~RPLS - 9yr~~

23 yr hunting

Street projects

Lift station

SS

FM

~~(no drainage projects)~~

Waterline

Besant Place - sunny services

- SUE

Drainage Projects - one completed Detention Basin 2.5M, 2015

- Channel Rehab 332,000 MAR 2016

430,000 Aug 2018

- E Little York Outfall - Brown, PE. 11.2M construction cost - complete?

- Albedale in Brown Detention Area

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent Amani Engineering

Evaluator's Name Jack Haralson

Date of Rating November 10, 2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	<u>20</u>	
2. Has worked on federally funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10	<u>10</u>	
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>			
4. Extent of experience in project construction management	15	<u>10</u>	
Subtotal, Experience	60	<u>55</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Past projects completed on schedule	10	<u>9</u>	
2. Manages projects within budgetary constraints	5	<u>4</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	25	<u>23</u>	

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	<u>5</u>	
2. Adequacy of Resources	5	<u>5</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>15</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
<input type="checkbox"/> Experience	60	<u>55</u>	
<input type="checkbox"/> Work Performance	25	<u>23</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>	
Total Score	100	<u>93</u>	

- Houston area company
 - lots of experience in same style of projects
 - grant experience

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City CDBG MIT-MOD
 Name of Respondent Amani Engineering Inc.
 Evaluator's Name Hilayo Smith Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed <u>Drainage/Roadways</u> type of projects	20	<u>15</u>	
2. Has worked on federally funded construction projects	15	<u>13</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>8</u>	
Subtotal, Experience	60	<u>47</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>24</u>

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>47</u>
<input type="checkbox"/> Work Performance	25	<u>24</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>85</u>

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City
 Name of Respondent KSA
 Evaluator's Name litilayp Smith

CDBG MIT-MOD

Date of Rating 11/3/22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>18</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region.	10	<u>10</u>
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		
4. Extent of experience in project construction management	15	<u>15</u>
Subtotal, Experience	60	<u>50</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>23</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>50</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>89</u>

Does not have ~~is~~ subs identified.

Architectural & electrical in-house.

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City
 Name of Respondent KSA
 Evaluator's Name _____

CDBG MIT-MOD

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>18</u>
2. Has worked on federally funded construction projects	15	<u>14</u>
3. Has worked on projects that were located in this general region.	10	<u>7</u>
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		
4. Extent of experience in project construction management	15	<u>14</u>
Subtotal, Experience	60	<u>53</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>24</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>53</u>
<input type="checkbox"/> Work Performance	25	<u>24</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>91</u>

12/15/2011

12/15/2011
12/15/2011
12/15/2011
12/15/2011
12/15/2011

Engineer/Architect Rating Sheet

#1

Grant Recipient COTC

CDBG MIT-MOD

Name of Respondent KSA

Evaluator's Name Kim Golden

Date of Rating 11/10/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed _____ type of projects	20	<u>20</u>	A/E on staff CDBG, CDBG-DR, HMGP
2. Has worked on federally funded construction projects	15	14	
3. Has worked on projects that were located in this general region.	10	<u>8</u>	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>15</u>	
Subtotal, Experience	60	<u>57</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

5/29/2023

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>57</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>97</u>

1978

150cc's

Sugared Ofc

1978
150cc's
Sugared Ofc

1978

1978

1978

1978

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent KSA

Evaluator's Name Jack Harabson

Date of Rating November 10, 2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Has previously designed _____ type of projects	20	<u>19</u>	
2. Has worked on federally funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>10</u>	
Subtotal, Experience	60	<u>54</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Past projects completed on schedule	10	<u>9</u>	
2. Manages projects within budgetary constraints	5	<u>4</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	25	<u>23</u>	

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	<u>5</u>	
2. Adequacy of Resources	5	<u>5</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>15</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
<input type="checkbox"/> Experience	60	<u>54</u>	
<input type="checkbox"/> Work Performance	25	<u>23</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>	
Total Score	100	<u>92</u>	

** office in Sugarland*
** not very much, if any, experience in our area*

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City CDBG MIT-MOD
 Name of Respondent TLC
 Evaluator's Name _____ Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	<u>18</u>	
2. Has worked on federally funded construction projects	15	<u>18</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>7</u>	
Subtotal, Experience	60	<u>57</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>2</u>
3. Work product is of high quality	10	<u>5</u>
Subtotal, Performance	25	<u>12</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>57</u>
<input type="checkbox"/> Work Performance	25	<u>12</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>82</u>

Engineer/Architect Rating Sheet

#5

Grant Recipient COTC

CDBG MIT-MOD

Name of Respondent TLC ENGINEERING

Evaluator's Name KM Golden

Date of Rating 11/10/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed _____ type of projects	20	<u>0</u>	- Sub consults for most design & production - CE&I M&M
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</small>	10	<u>8</u>	
4. Extent of experience in project construction management	15	<u>10 8</u>	- 1 person on staff
Subtotal, Experience	60	<u>28</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>1</u>
2. Manages projects within budgetary constraints	5	<u>1</u>
3. Work product is of high quality	10	<u>5</u>
Subtotal, Performance	25	<u>5</u>

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>2</u>
2. Adequacy of Resources	5	<u>0</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>7</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>28</u>
<input type="checkbox"/> Work Performance	25	<u>5</u>
<input type="checkbox"/> Capacity to Perform	15	<u>7</u>
Total Score	100	<u>40</u>

TLC - 1994

Subconsuts Zarinkelk

STOA - A/E

MBCO - Sun

GRANT WMBH & Mgmt - 1 person, 30 hrs. Work for city

FEMA PORTAL

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City CDBG MIT-MOD
 Name of Respondent ILC Engineering
 Evaluator's Name Tithayo Smith Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed _____ type of projects	20	<u>10</u>	
2. Has worked on federally funded construction projects	15	<u>17</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>12</u>	
Subtotal, Experience	60	<u>38</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	<u>5</u>

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>38</u>
<input type="checkbox"/> Work Performance	25	<u>5</u>
<input type="checkbox"/> Capacity to Perform	15	<u>12</u>
Total Score	100	<u>55</u>

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent TLC Engineering

Evaluator's Name Jack Haralson

Date of Rating November 10, 2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	<u>15</u>	
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>5</u> <u>10</u>	
Subtotal, Experience	60	<u>40</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Past projects completed on schedule	10	<u>5</u>	
2. Manages projects within budgetary constraints	5	<u>5</u>	
3. Work product is of high quality	10	<u>5</u>	
Subtotal, Performance	25	<u>15</u>	

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	<u>5</u>	
2. Adequacy of Resources	5	<u>5</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>15</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
<input type="checkbox"/> Experience	60	<u>40</u>	
<input type="checkbox"/> Work Performance	25	<u>15</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>	
Total Score	100	<u>70</u>	

** confusing : who will be doing the engineering work; looks as if they plan on subbing out the work*

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City
 Name of Respondent Walter P. Moore
 Evaluator's Name D. Johnson

CDBG MIT-MOD

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	15	<u>12</u> <i>DF</i>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		
4. Extent of experience in project construction management	15	<u>8</u>
Subtotal, Experience	60	<u>54</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>7</u>
Subtotal, Performance	25	<u>20</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>54</u>
<input type="checkbox"/> Work Performance	25	<u>20</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>87</u>

Copy of [unclear]
[unclear] [unclear]
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[unclear]

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[unclear]

[unclear]

[unclear]

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent Walter P. Moore

Evaluator's Name Hilary Smith

Date of Rating 11/4/22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (**environmental or buyout only**) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region.	10	<u>10</u>
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>		
4. Extent of experience in project construction management	15	<u>8</u> <u>15</u>
Subtotal, Experience	60	<u>58</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>17</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>58</u>
<input type="checkbox"/> Work Performance	25	<u>17</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>90</u>

Engineer/Architect Rating Sheet

#4

Grant Recipient COTC

CDBG MIT-MOD

Name of Respondent Walter P Moore

Evaluator's Name KM Golden

Date of Rating 11/10/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score	Comments
1. Has previously designed <u>mostly drainage studies</u> type of projects	20	<u>10</u>	Lots of drainage studies CDBG - DR, ACPA Staff has 1 yr w WPM - 28 yrs exp diverse, not all g/l
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region.	10	<u>8</u>	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)			
4. Extent of experience in project construction management	15	<u>10</u>	<u>10</u> - 1 person on staff
Subtotal, Experience	60	<u>30</u>	

Work Performance

Factor	Max. Pts.	Score	
1. Past projects completed on schedule	10	<u>-</u>	NO INFO
2. Manages projects within budgetary constraints	5	<u>-</u>	NO INFO
3. Work product is of high quality	10	<u>8</u>	
Subtotal, Performance	25	<u>8</u>	

Capacity to Perform

Factor	Max. Pts.	Score	
1. Staff Level / Experience of Staff	5	<u>3</u>	7 PE - but POC has < 1 yr w WPM
2. Adequacy of Resources	5	<u>3</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>13</u>	

TOTAL SCORE

Factor	Max. Pts.	Score
☐ Experience	60	<u>30</u>
☐ Work Performance	25	<u>8</u>
☐ Capacity to Perform	15	<u>13</u>
Total Score	100	<u>59</u>

1931

725 + ee

24 office

CONSULTANTS MWBE goals

Ally Good Solutions, LLC dba AGS Eng. HUB/MBE

HVS Assoc'd (HUB/MBE) - 36%

CDBG drug treatment 6.3 Mch

Recom 3 Residua drug treat - PES - Desgr 2022

Annual Brgm Upm Recal drug treat - H&H study

Project Genom - Econ Dev - 244 Ac tract - Desgr 2018, Cont 2019

Regrad detntr - 13.9 Ac 5.5 Mch 4.4 Mch

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent Walter P. Moore

Evaluator's Name Jack Haralson

Date of Rating ~~10-31-22~~ 11-10-22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (**environmental or buyout only**) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>15</u>
✓ 2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		
4. Extent of experience in project construction management	15	<u>10</u>
Subtotal, Experience	60	<u>50</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>20</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>2</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>50</u>
<input type="checkbox"/> Work Performance	25	<u>20</u>
<input type="checkbox"/> Capacity to Perform	15	<u>12</u>
Total Score	100	<u>82</u>

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City CDBG MIT-MOD
 Name of Respondent Scheibe Consulting LLC.
 Evaluator's Name Tiblayo Smith Date of Rating 11/4/22

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed _____ type of projects	20	<u>12</u>	
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10		
4. Extent of experience in project construction management	15	<u>10</u>	
Subtotal, Experience	60	<u>42</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>23</u>

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>11</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>42</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>11</u>
Total Score	100	<u>76</u>



Engineer/Architect Rating Sheet

Grant Recipient COTC

CDBG MIT-MOD

Name of Respondent Scheibe

Evaluator's Name _____

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>18</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10	<u>10</u>
4. Extent of experience in project construction management	15	<u>15</u>
Subtotal, Experience	60	<u>58</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>19</u>

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>58</u>
<input type="checkbox"/> Work Performance	25	<u>19</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>90</u>

2010
October

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10/29/10
10/30/10
10/31/10

Engineer/Architect Rating Sheet

3

Grant Recipient COTC

CDBG MIT-MOD

Name of Respondent Scheibe Consulting, LLC

Evaluator's Name KIM Golden

Date of Rating 11/10/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed <u>DRAINAGE</u> type of projects	20	<u>10</u>	NO A/E CDBG, FM, HUGP GLO rotation
2. Has worked on federally funded construction projects	15	<u>14</u>	
3. Has worked on projects that were located in this general region.	10	<u>10</u>	
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>			
4. Extent of experience in project construction management	15	<u>5</u>	Mostly Planner & Design NO CE2I staff NO CE2I consulting dual
Subtotal, Experience	60	<u>39</u>	

Work Performance

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>6</u>
2. Manages projects within budgetary constraints	5	<u>2</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>16</u>

Capacity to Perform

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	<u>3</u>	3 PE's
2. Adequacy of Resources	5	<u>2</u>	
3. Professional liability insurance is in force	5	<u>5</u>	12/1/22
Subtotal, Capacity to Perform	15	<u>10</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>39</u>
<input type="checkbox"/> Work Performance	25	<u>16</u>
<input type="checkbox"/> Capacity to Perform	15	<u>10</u>
Total Score	100	<u>65</u>

11 years
3 PE's

Flood protection study work
Redesign, utility, drainage impm \$15 million - (construction?)
US 59 (I469) Realignment impm \$60K - imp
TC Inner Levee impm
Brazoria Orange District - on call

USCOE - Galveston District
COTC Fed Levee
COTC FEMA Certification w/ ARKIC

SMS Bayou
Navigation Projects

2006 - HAFF Associates -

2011 - Firm started
[• General Public Works (mostly w/in the ROW)
• Flood models, detail storm drainage plans
• General civil lead development - public works
Schools
Industrial, comm'l, residential

Shelton Architect - a sub consultant - Schools, public
Doing projects w/ Gen Works

Focus -
NO MIT projects - planning only ^{so far} on Wharton & Matagorda County
reconstruction of a waterline & a new water well - MUD district
Periodic inspections (72 hr Notice) - has a contract employee in Beaumont
- COBB Finley - SUE, sampling, const insp

Engineer/Architect Rating Sheet

Grant Recipient City of Texas City

CDBG MIT-MOD

Name of Respondent Scheibe Consulting

Evaluator's Name Jack Harabon

Date of Rating November 10, 2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (**environmental or buyout only**) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	<u>17</u>	
2. Has worked on federally funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region.	10		
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>			
4. Extent of experience in project construction management	15	<u>10</u>	
Subtotal, Experience	60	<u>52</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Past projects completed on schedule	10	<u>9</u>	
2. Manages projects within budgetary constraints	5	<u>4</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	25	<u>23</u>	

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Staff Level / Experience of Staff	5	<u>5</u>	
2. Adequacy of Resources	5	<u>5</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>15</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
<input type="checkbox"/> Experience	60	<u>52</u>	
<input type="checkbox"/> Work Performance	25	<u>23</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>	
Total Score	100	<u>90</u>	

** based out of Austin
- has worked for Texas City*

Request for Qualifications (RFQ) for Engineering/Architectural Services - Cover Letter

October 12, 2022

Re: Texas CDBG-MIT Regional Mitigation Program's Method of Distribution Development (CDBG MIT-MOD)

Dear Engineering/Architecture Service Providers:

Attached is a copy of the city of Texas City's Request for Qualifications ("RFQ") for engineering/architectural services. These services are being solicited to assist the city of Texas City in its application and project implementation of a contract, if awarded from the GLO's CDBG MIT-MOD program(s). The city of Texas City is considering applying for such funding to support activities in the city.

Please note the following changes to the Engineering Scope of Work ("SOW"):

- Initial Engineering and Design Support- Page 6 Item b;
- Initial Engineering and Design Support- Page 7 Item m;
- Engineering and Final Design Support- Page 7 Item b; and
- Contract Management and Construction Oversight- Page 8 Item q

Multiple contracts may be awarded as a result of this solicitation.

The submission requirements for this SOQ are also included on the attached Request for Qualifications (RFQ) form. Please submit a Statement of Qualifications ("SOQ") to:

Kelle Bender, Purchasing Agent

1801 9th Ave. N Texas City, TX 77590

Email to: grantworks@grantworks.net

The deadline for submission of SOQs is October 27, 2022, by 3:00pm. It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The city of Texas City reserves the right to negotiate with any and all service providers submitting timely SOQs.

The city of Texas City is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit SOQs.

Sincerely,

GrantWorks on behalf of the city of Texas City

RFQ for Engineering/Architectural Services

The city of Texas City is seeking to enter into an [engineering/architectural] services contract with a state registered [engineer/architect]. The following outlines this request for qualifications.

1. Scope of Work

A sample detailed Scope of Work provided by GLO for CDBG MIT-MOD engineering/architectural services is enclosed in this packet. The [engineering/architectural] contract will encompass all application and project related [engineering/architectural] services to the city of Texas City under its CDBG MIT-MOD program project(s), including but not limited to:

2. Statement of Qualifications - The city of Texas City is seeking to contract with a competent engineering/architectural firm, registered to practice in the State of Texas.

- Public works construction including but not limited to mitigation projects;
- Federally funded construction projects; and
- Projects located in this general region of the state
- **Transmittal letter including:**
 - Brief statement of the firm's understanding of the scope of the work to be performed;
 - Confirmation that the firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas
 - Confirmation that the firm has not had a record of substandard work within the last five years;
 - Confirmation that the firm has not engaged in any unethical practices within the last five years;
 - Any other information that the firm feels appropriate to support their understanding;
- **Company Profile**
- **Experience and Qualifications.** Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ including the following:
 - Experience with public works construction including but not limited to mitigation projects;
 - Experience with federally funded construction projects;
 - A list of past local government clients, as well as resumes of all engineers/architects that will or may be assigned to this project if you receive the engineering/architectural services contract award.
- **SAM.gov Registration.** Firms **must have an active registration** with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your Statement of Qualifications. **See next page.**
- **References.** Each firm must furnish a minimum of five (5) references.

3. Evaluation Criteria - The SOQ received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

4. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- **Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.**

5. Submission Requirements- the following documents must be included in your SOQ:

- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that city may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service Providers **must have an active registration** in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that **includes the record date**. This clearance information should be included in the service provider's Proposal. **The clearance in the Service Provider's proposal must be re-verified prior to award.** Federal awarding agencies may relax the timing of the requirement for active SAM registration at time of allocation in order to expeditiously issue funding. At the time of award, the requirements of 2 CFR § 200.206, Federal awarding agency review of risk posed by recipients, continue to apply.
- **Form Conflict of Interest Questionnaire**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFQ and must be submitted with the response.
- **Certification Regarding Lobbying- Disclosure of Lobbying Activities** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.
- **Form 1295**, (enclosed). Effective January 1,2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
- **Required Contract Provisions (enclosed)**. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFQ.

6. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. – Small and minority businesses, women's business enterprises, and labor surplus area firms must be solicited in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community. Please use the following link: <https://www.mbda.gov/mbda-programs>. Email your RFQ to the appropriate center. If your Center cannot be reached by email, it is strongly recommended that the RFQ be sent to the appropriate center via CERTIFIED MAIL, return receipt requested.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>
Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>
Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>
Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

U.S. Small Business Administration-
Dallas/Fort Worth District Office
150 Westpark Way, Ste. 130
Euless, TX 76040
214-572-9452
Website:
<https://www.sba.gov/offices/district/tx/dallas-fort-worth>
Email: dfwdo.email@sba.gov

WBEA – Women's Business Center

9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>
Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website:
<https://womensbusinesscentersa.com/>
Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

7. Deadline for Submission –It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Please electronically submit your SOQs in .pdf format via email to grantworks@grantworks.net **and** submit your SOQ to the address below on a thumb drive **and** submit 2 copies of your statements of qualifications to the following address: City of Texas City Purchasing Department, Kelly A. Bender, 1801 9th Ave. N Texas City, TX 77590. Statements of Qualifications must be received by the city no later than October 27, 2022, by 3:00pm to be considered.

Any questions or requests for clarification must be submitted in writing via EMAIL to the address above at least 3 business days prior to the deadline. The city may, if appropriate, circulate the question and answer to all service providers who submitted an SOQ.

**Texas CDBG-MIT Regional Mitigation Program’s Method of Distribution Development (CDBG MIT-MOD)
Engineering/Architectural Services - Program Description**

Below is a description of the anticipated program that is eligible for funding through the CDBG MIT-MOD Program(s) funded through the Texas General Land Office (GLO).

The Entity anticipates selecting a respondent for the following programs that require Engineering/Architectural Services:

CDBG MIT-MOD: Through the Regional Mitigation Program, Council of Governments Method of Distribution (COG MODs), established in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan: Building Stronger for a Resilient Future, each Council of Governments (COG) region impacted by Hurricane Harvey in 2017 has been allocated funds for hazard mitigation projects;

The Texas Regional Land Office (GLO) encourages prioritization of regional investments with regional impacts in risk reduction for natural disasters;

CDBG-MIT funds shall not be used for programs and projects to provide emergency response services; and

Funds may be used for mitigation activities to enhance the resilience of facilities used to provide emergency response services, provided that such assistance is not used for buildings for the general conduct of government. Each COG will have an allotted time as designated in the COG’s Performance Statement from the contract execution to develop a local Method of Distribution (MOD) for allocation of funds to units of local government (cities and counties) and Indian Tribes.

Recipient: <u>City of Texas City</u>	
Anticipated Program	Texas CDBG-MIT Regional Mitigation Program’s Method of Distribution Development (CDBG MIT-MOD)

APPROVED BY:

Dedrick Johnson
Mayor

SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal CDBG MIT-MOD statutory responsibilities related to mitigation and/or recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- b) Provide monthly project status updates.
- c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- a) Assist with the development of grant applications, including, but not limited to cost estimates, preparation of project justification, project maps and accurate project descriptions.
- b) To address needed design in a timely manner for the start of the environmental process. (Milestones and keeping with them must be established to keep in line with The General Land Office contract schedule of 30% plans and design must be submitted to move forward with the *start* of the environmental review process and to keep with the invoicing in a timely manner).
- c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- d) Design surveying, topographic and utility mapping.
- e) Perform subsurface explorations for project sites, as necessary.
- f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.

- g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- j) Prepare plans and profiles, including vertical design information for the selected alternative.
- k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the Entity to facilitate the project, preparing right-of-way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- m) For scheduling purposes in the application and then again post-award inclusion of the United States Army Corp of Engineer (USACE) permits needed and all the associated studies to complete these (i.e. wetland determinations, Section 7 ESA review, Historic Preservation-Archeological surveys, etc.) with possible timelines. This has been amended here as a result of the necessity for engineering to handle more complex and in-depth environmental reviews, and that the engineering firm will need these completed before the project moves forward.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release reports and to ensure all activities will be eligible for reimbursement. The engineer must provide within three (3) business days' written notification to the Grant Manager and the local government client any proposed changes or revisions to the construction contractor plans or specifications for review by the Grant Manager for conformance with the environmental review record. No changes may be approved and no work may proceed until the changes have been considered, and, if required, a new environmental review or reevaluation has been completed. This includes minor and field change orders.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- a) Submit appropriate items and support subrecipient in the development of complete bid package.
- b) Prepare and assist subrecipient in the advertisements for bid solicitation.

- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d) Attend and support subrecipient at pre-bid conference and bid opening.
- e) Support subrecipient with ongoing communication during bid process.
- f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- a) Ensure delivery of subrecipient project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support subrecipient with issue identification and claims resolutions.
- k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l) Develop a final "as built" report of quantities, drawings, and specifications.
- m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- q) Engineer must provide written notification to the Grant Manager and the local government client of any proposed changes or revisions to the construction contractor plans or specifications so that their conformance with the environmental review record may be evaluated. No changes may be approved and no work may proceed until the changes have been considered, and, if required, a new environmental review or reevaluation has been completed. This includes minor and field change orders. Emergency changes may be approved on a case-by-case basis with the Engineer providing within two (2) business days written justification(s) for declaring and issuing an emergency change order to the Grant Manager and the local government client. It is paramount that any emergency change order issued by the engineer takes into consideration any change in beneficiaries or environmental review status as a substantial part of the justification(s).
- r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a) Provide Geotechnical Investigations as may be required for a project.
- b) Provide Site Specific Testing as may be required for a project.
- c) Provide Archeological Studies as may be required for a project.
- d) Provide Planning Studies as may be required for a project.
- e) Provide Feasibility Studies as may be required for a project.
- f) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- g) Provide Phase I and Phase II environmental site assessments as requested.

Engineer/Architect Rating Sheet

Grant Recipient _____

CDBG MIT-MOD

Name of Respondent _____

Evaluator's Name _____

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (**environmental or buyout only**) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	_____
2. Has worked on federally funded construction projects	15	_____
3. Has worked on projects that were located in this general region.	10	_____
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)</p>		
4. Extent of experience in project construction management	15	_____
Subtotal, Experience	60	_____

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	_____

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform	15	_____

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
Total Score	100	_____

Insert Certificate of Insurance

Insert System for Award Management (SAM) record search for company name and company principal

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Certification Regarding Lobbying

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of April 5, 2022.**

THRESHOLD	PROVISION	CITATION
<p style="text-align: center;">>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p style="text-align: center;">2 CFR 200 APPENDIX II (A)</p>
<p style="text-align: center;">>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</p>	<p style="text-align: center;">2 CFR 200 APPENDIX II (B)</p>
<p style="text-align: center;">None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(2) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or</p>	<p style="text-align: center;">2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

	<p>national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other</p>	
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sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the [recipient] agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II I</p>
<p>None</p>	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>	<p>2 CFR 200 APPENDIX II (F)</p>
<p>>\$150,000</p>	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts</p>	<p>2 CFR 200 APPENDIX II (G)</p>

	in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE’s contractors must comply with Section 6002 of the Solid Waste Disposal Act. ⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement. ⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. ⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed	

	<p>to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given</p>	
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	<p>to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.</p> <p>Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;</p> <p>b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or</p> <p>c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.</p>	2 CFR 200.216
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper</p>	2 CFR 200.336

	<p>versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of</p>	2 CFR 200.334

	<p>performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	<p>The contract award is contingent upon the receipt of CDBG MIT-MOD funds. If no such funds are awarded, the contract shall terminate.</p>	Optional
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	42 U.S.C. 6201
	<p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p>	Section 504 of the Rehabilitation Act of 1973, as amended.

RESOLUTION NO. 2022-131

A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT FOR ENGINEERING SERVICES FOR THE PUBLIC WORKS PROJECTS FUNDED BY THE CDBG-MIT-MOD GRANT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, participation in CDBG MIT-MOD program(s) requires implementation by professionals experienced in the administration of federally-funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the GLO requirements; and

WHEREAS, GrantWorks was awarded the grant management contract by the City of Texas City on October 5, 2022, and released a Request for Qualifications for Engineering/Architectural Services on October 12, 2022, on behalf of the City. The submission deadline of the SOQs was October 27, 2022, by 3:00 p.m.

WHEREAS, it is the recommendation of the Selection Review Committee to enter into a professional services contract with Amani Engineering, Inc. on behalf of the City of Texas City to provide Engineering services for the Public Works projects funded by the CDBG MIT-MOD grant.

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 Amani Engineering, Inc. to provide Engineering services for the Public Works projects funded by the CDBG MIT-MOD grant.

SECTION 2: That the Mayor or his designee is hereby authorized to enter into a contract with Amani Engineering, Inc. for the respective unit prices bid in **Exhibit "A"** attached hereto 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 7th day of December 2022.

Dedrick D. Johnson, Sr., 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: 12/07/2022

Ordinance No. 2022-29, Approving a Chapter 312 Tax Abatement Agreement with Advario, Texas City L.P.

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

Information

ACTION REQUEST

Consideration and approval of Ordinance No. 2022-09 of the City of Texas City, Texas authorizing the Mayor to execute a Chapter 312 Tax Abatement Agreement with Advario, Texas City, L.P., A Texas Limited Partnership, in the form authorized by the City Commission.

BACKGROUND (Brief Summary)

On June 18, 2021, Advario Texas City, L.P. (formerly Oiltanking) submitted an application for a Tax Abatement to the City in the total estimated amount of \$44,982,00 for a new marine terminal in Texas City. The applicant met with City Staff and the Mayor to discuss the abatement and agreed to basic term of the proposed abatement as follows:

Tax Year Abatement	Percentage of Value Abated
2024	50%
2025	50%
2026	50%
2027	25%
2028	25%
2029	25%
2030	12.5%
2031	12.5%
2032	12.5%
2033	12.5%

The first step in moving forward with a Tax Abatement was to create a Reinvestment Zone for the proposed project. The City Commission approved the Reinvestment Zone # 2 for the project on May 4, 2022, and all the remaining steps necessary to proceed with the abatement have been completed.

RECOMMENDATION

The recommendation is to proceed with the Tax Abatement.

Fiscal Impact

Attachments

Draft Tax Abatement - Advario

authorized and constitutes the valid and binding obligation of Advario from and after execution hereof by all Parties.

II. CONDITIONS PRECEDENT

2.1. The City of Texas City properly complied with the notice and public hearing requirements for the designation of a reinvestment zone pursuant to Sec. 312.201 of the Texas Property Tax Code and did thereby designate the Texas City Gulf Coast Reinvestment Zone No. 2 (i.e., the Reinvestment Zone) by Ordinance No. 22-09 adopted on May 4, 2022, (the “**Reinvestment Zone Ordinance**”) attached hereto as Exhibit A. The City properly approved the Company’s Tax Abatement Application (“**Abatement Application**”) which is attached hereto as Exhibit B and authorized the City to enter into this Agreement with Company for the abatement of certain ad valorem taxes pursuant to Chapter 312 of the Tax Code, as provided in this Agreement as evidenced by Ordinance No. 22-____ adopted on December ____, 2022 (“**Abatement Ordinance**”), which is attached hereto as Exhibit C. The Parties agree the recitations, findings, and representations contained in the Reinvestment Zone Ordinance, the Abatement Application and any amendments thereto, and the Abatement Ordinance adopted by the City are true and correct and are hereby incorporated into this Agreement by reference. In the event of any conflict between the terms of this Agreement and the terms of the Abatement Application, the terms of this Agreement shall control and the terms of the Abatement Application shall be automatically amended to conform to the terms of this Agreement.

III. DEFINITIONS, GUIDELINES & CRITERIA

3.1. As used in this Agreement, the following terms shall have the meanings set forth below:

- a. The “**2022 Certified Appraised Value**” means the January 1, 2022 value of all taxable property located within the Texas City Gulf Coast Reinvestment Zone No. 2 as certified by the Galveston Central Appraisal District as of that date.
- b. “**Improvements**” means the buildings or portions thereof and other improvements, including the marine terminal loading dock structure consisting of a new dock and trestle, new pipe rack, new mooring and breasting dolphins, dock protection

piles, and other improvements used for commercial or industrial purposes that are constructed by Advario on the Property after January 1, 2022.

- c. **“Construction Phase”** means a material and substantial improvement of the Property which represents a separate and distinct construction operation undertaken for the purpose of constructing the Improvements. The period of Construction Phase ends upon substantial completion of the Improvements upon the Property, as such terms are defined herein.
- d. **“Abatement”** means the full or partial exemption from ad valorem taxes of all taxable property in the Reinvestment Zone designated for economic development purposes.
- e. **“Eligible Abatement Property”** means the buildings, structures, fixed machinery, equipment and improvements necessary to the operation and administration of the Improvements constructed, installed or moved on the Property after the date of execution of this Agreement. A list of Eligible Abatement Property is set forth in the Abatement Application. During the Construction Phase of the Improvements, Company may make such change orders relating to the construction of such Improvements as are reasonably necessary to accomplish their intended use.
- f. **“Ineligible Abatement Property”** means land, inventories, supplies, tools, furnishings, and other forms of movable personal property, including but not limited to, vehicles, vessels, aircraft, housing, lodging or office accommodations, deferred maintenance investments, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion, and any improvements including those to produce, store, or distribute natural gas, fluids or gases, which are not necessary to the operation of the Improvements and that has an economic life of less than fifteen (15) years.
- g. **“Affiliate”** of any person or entity identified in this Agreement means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, the term **“control”** when used with respect to any person or entity in conjunction with the term “affiliate” means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity,

directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing term “**control**” as herein defined.

- h. “**Force Majeure**” means an event or occurrence caused by (i) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Company or the Project; (ii) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (iii) the action, judgment or decree of any court having competent jurisdiction; (iv) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, sinkholes, evacuation due to threats of sinkholes, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, pandemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require Company to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend (over which the Company has no reasonable control) franchises, licenses or permits, loss, interruption, curtailment, failure or inability to obtain (over which the Company has no reasonable control) electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of Company to ship or failure of carriers to transport electricity from Company’s facilities; or (v) any other cause (except financial), whether similar or dissimilar, over which Company has no reasonable control and which forbids or prevents performance.

3.2. The tax abatement guidelines and criteria for granting tax abatements within the jurisdictional limits of the City, which the City re-adopted on May 19, 2021 by Resolution No. 21-038, which is attached hereto as Exhibit D and incorporated herein by reference and made a part hereof, are applicable to this Agreement and are incorporated herein by reference, together with any applicable amendments (“**City Guidelines and Criteria**”). The City has determined that the terms of this Agreement and the Property subject to this Agreement meet or otherwise satisfy the applicable City Guidelines and

Criteria for granting tax abatements and all other terms and conditions as established by the City.

IV. SUBJECT PROPERTY

4.1. The Texas City Gulf Coast Reinvestment Zone No. 2, as designated by the Reinvestment Zone Ordinance is an area within the jurisdictional limits of the City of Texas City, Galveston County, Texas, comprising approximately one hundred fifty-four (154) acres of land, more or less, generally described in Exhibit A attached hereto and incorporated herein.

4.2. The 2022 Certified Appraised Values for the Land, Improvements and Tangible Personal Property located within the Reinvestment Zone that will be hereafter certified by the Galveston Central Appraisal District in accordance with applicable law are hereby incorporated in this Agreement by reference.

4.3. Company estimates the appraised values of Land, Improvements and Tangible Personal Property located on the Property within the Reinvestment Zone to be at least the following:

	Land	Improvements	Total
Taxable Value as of January 1 st <i>Preceding</i> Tax Abatement Agreement	<u>\$ 2,187,060¹</u>	<u>\$ 25,733,000</u>	<u>\$ 27,920,060</u>
Stated Taxable Value of New Abatable Investment	<u>\$ 0</u>	<u>\$ 40,000,000</u>	<u>\$ 40,000,000</u>
Estimated Total Taxable Value of Project <i>Upon Completion</i> and <i>After</i> Tax Abatement Expires	<u>\$ 2,187,060</u>	<u>\$ 65,733,333</u>	<u>\$ 67,920,393</u>

The above estimated appraised values will be subject to all forms of depreciation over time and may be subject to further change based on actual appraised values as may be established by the Galveston Central Appraisal District. Estimated figures relating to taxable value of abated properties after abatement expires are based on impact forecast given by Moak, Casey & Associates to Texas City Independent School District.

¹ 2022 Appraised Value for Property ID 424200 according to Galveston County Appraisal District.

4.4. The Galveston Central Appraisal District will establish a separate account or accounts for the Eligible Abatement Property.

V. VALUE AND TERM OF AGREEMENT

5.1. The Abatement provided for in this Agreement shall become effective on the January 1, 2024 valuation date as authorized by Sec. 312.007 of the Tax Code. In each year this Agreement is in effect, the amount of abatement shall be equal to the percentage as indicated in the Tax Abatement Schedule (“**Schedule**”) below. The appraised value, as defined in the Texas Property Tax Code, of Eligible Abatement Property shall be abated in accordance with the Schedule below:

TAX ABATEMENT SCHEDULE

<u>Tax Year Abated</u>	<u>Percentage of Value Abated</u>
2024	50%
2025	50%
2026	50%
2027	25%
2028	25%
2029	25%
2030	12.5%
2031	12.5%
2032	12.5%
2033	12.5%

VI. TAXABLE VALUE

- 6.1. During the period that this tax abatement is effective (“**Abatement Period**”):
- a. The appraised value of Ineligible Abatement Property shall be fully taxable; and
 - b. The appraised value, as defined in the Texas Property Tax Code, of Eligible Abatement Property shall be abated as set forth above under Article V entitled “VALUE AND TERM OF AGREEMENT”; and
 - c. The Company is authorized to protest the appraised value of the Project established annually by the Galveston County

Appraisal District; however, in exercising such authority the Company shall not protest an appraised value of the Project's for an amount less than forty million dollars (\$40,000,000).

VII. CONTEMPLATED IMPROVEMENTS AND MINIMUM PROJECT VALUE

7.1. As set forth in Company's Application dated July 1, 2019, and supplemented on October 10, 2022, which is incorporated herein for all purposes, Company represents that it will construct or otherwise complete the Improvements, with an estimated value of **\$44,982,000** (all such Improvements, the "**Project**"), within two years of the effective date of the Company's Application Agreement, but in no event later than one year following the execution of this Agreement. During the Construction Phase, Company may make such change orders relating to the construction of the Eligible Abatement Property as are reasonably necessary to accomplish its intended use but in no event shall that mean a reduction in the estimated minimum value of the Project of an amount less than **\$40,000,000**. All Improvements shall be completed in accordance with all applicable laws, ordinances, rules, or regulations.

7.2 Upon the Company's completion of construction of the Improvements for the Project, and such construction costs and capital investment is less than the estimated \$44,982,000, then the Parties agree the minimum value of the Project and related Improvements shall equal **\$40,000,000** and such value shall serve to establish the minimum appraised value for the Project during the term of this Agreement.

VIII. LIABILITY

8.1. No Assumption by the Parties: By executing and performing in accordance with this Agreement, Company assumes no obligation, duty or other responsibility with regard to any governmental function or service for which the City is responsible that is not otherwise addressed by this Agreement. In addition, Company assumes no legal liability for the actions of the City through Company's execution of and performance under this Agreement. Likewise, the City assumes no obligation, duty or other responsibility with regard to any duty, right, obligation or responsibility associated with the Improvements for which Company is responsible that is not otherwise addressed by this Agreement. In addition, the City assumes no legal liability for the actions of Company or its successors or assigns by virtue of the City's execution of this Agreement.

8.2. Agents: Each Party to this Agreement agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, members, trustees or representatives of any other Party, and each Party is solely responsible for the actions and omissions of its own employees, agents, directors, members, trustees or representatives.

IX. EVENTS OF DEFAULT / TERMINATION

9.1. Events of Default: Following the Parties' execution of this Agreement, the City may declare Company in default hereunder if Company:

- a. fails to commence construction of the Improvements within two (2) years from the effective date of the Company's Application, or
- b. fails to complete construction or place the Improvements in service within one (1) year of the effective date of this Agreement; or
- c. breaches in any material respect any representation given in this Agreement including but not limited to the guaranteed minimum value threshold of \$40,000,000.00 upon the expiration of this Agreement.

9.2. Notice and Right to Cure Events of Default: If the City declares that Company is in default under this Agreement, the City must notify Company in writing. If

Company's default is not cured within sixty (60) days from the date of such notice ("**Cure Period**"), then, as the sole and exclusive remedy of the City for such default, the City may terminate this Agreement by providing further written notice thereof to Company. If Company's default cannot with due diligence be cured within the Cure Period, then subject to the provisions of Section 9.2(a) below, the Cure Period shall be automatically extended for so long as Company is using commercially reasonable efforts to continue to cure Company's default if Company (i) notifies the City of Company's intention to institute steps reasonably necessary to cure Company's default, (ii) institutes steps to cure Company's default and uses commercially reasonable efforts to pursue the remedy of Company's default, and (iii) if applicable, submits a proposed schedule for the completion of the Improvements, a reasonable explanation concerning the reason for the delay, and a reasonable estimate of the overall percent of the Improvements that is completed as of the date of the City's notice of default.

- a. If after extending the Cure Period in accordance with this Section 9.2., Company has not cured its default within two hundred forty (240) days from the date the City delivered its written notice to Company and the City and Company mutually agree that the continued use of commercially reasonable efforts to cure such default will not be successful, then there shall be no Abatement, as provided for herein, for the year in which the Company's default first occurred.
- b. In no event shall this Section 9.2 supersede Sections 9.3 through 9.6 below.

9.3. Grounds for Termination: In the event Company (i) allows its ad valorem taxes on the Improvements or Ineligible Abatement Property to become delinquent or fails to timely and properly follow the legal procedures for the protest and appeal of the ad valorem taxes on the Improvements or Ineligible Abatement Property in accordance with this Agreement or (ii) defaults under this Agreement and fails to cure as provided by Section 9.2.

9.4. City Recapture of Taxes for Default: In the event the City terminates this Agreement pursuant to the provisions of this Article IX as a result of an event of default set forth in Section 9.1(a), 9.1(b), or 9.1(c), the City shall be entitled to recapture current

year taxes abated pursuant to this Agreement. The recaptured taxes shall be the amount equal to (i) the amount of taxes that would have been due for the tax year in which the Company's default occurred with respect to Eligible Abatement Property if such taxes had not been abated by virtue of this Agreement, which amount shall be paid by Company to the City within sixty (60) days of the termination, together with all penalties and interest as required by the Texas Property Tax Code.

9.5. City Recapture of Taxes for Termination: In the event the City terminates this Agreement pursuant to the provisions of this Article IX as a result of any event of default set forth in Section 9.1 or for the reasons set forth in clause "(i)" of the first sentence of Section 9.3 hereof, the City shall be entitled to recapture taxes previously abated pursuant to this Agreement in an amount equal to (i) the amount of taxes that would have been due for the tax year in which the ground for termination occurred and for the immediate prior tax year with respect to Eligible Abatement Property if such taxes had not been abated by virtue of this Agreement, which amount shall be paid by Company within sixty (60) days of the termination, together with all penalties and interest as required by the Texas Property Tax Code.

9.6. Discontinuation of Operation; Abandonment: In the event the Improvements are completed and Company begins operating the marine terminal loading dock for its intended purpose, but subsequently discontinues such operation for any reason (excepting fire, explosion, or other casualty, accident, or natural disaster or governmental mandate or declaration of force majeure under any agreement entered into by Company) for a period of two (2) years during the Abatement Period, then the City shall have the right to terminate this Agreement by providing thirty (30) days prior written notice to Company; *provided*, that if Company resumes operations prior to the end of such thirty (30) day period, this Agreement shall terminate. In the event of termination pursuant to the provisions of this Section 9.6, the abatement of the taxes for the calendar year during which the Company no longer operates the marine terminal loading dock shall terminate. The taxes not otherwise previously abated in accordance with this Agreement shall be paid to the City prior to the delinquency date for such year. In no event shall Company be required to pay such taxes within less than sixty (60) days of the date of any such termination pursuant to this Section 9.6.

X. EQUITABLE RELIEF

10.1. The City's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement.

XI. ADMINISTRATION

11.1. Administration by City Mayor: This Agreement shall be administered on behalf of the City by its Mayor or his/her designee pursuant to the City's direction or by such other representative designated by City. Upon completion of the Improvements, the City shall annually evaluate the Improvements to ensure compliance with this Agreement.

11.2. Annual Determination by Appraiser: The Chief Appraiser of the Galveston Central Appraisal District shall annually determine (i) the taxable value pursuant to the terms of this Agreement of the real and tangible personal property located within the Reinvestment Zone and (ii) the full taxable value without abatement of the real and tangible personal property located within the Reinvestment Zone. The Chief Appraiser shall record both the abatement taxable value and the full taxable value in the appraisal records. The full taxable value listed in the appraisal records shall be used to compute any recapture. Each year the Company shall furnish the Chief Appraiser with the information required by Chapter 22, Tax Code, V.T.C.A. Such information shall also be provided to the City in preparation of its annual evaluation for compliance with this Agreement.

11.3 City Inspection Rights: Company will provide access to and authorizes inspection of the Eligible Abatement Property by City employees for the purpose of ensuring that the improvements or repairs thereto are made according to the specifications and conditions of this Agreement.

11.4 Annual Company Compliance Certificate: Company shall annually certify to the City that it is in compliance with all applicable terms of this Agreement.

XII. ASSIGNMENT

12.1. Assignment: Company may assign this Agreement to an Affiliate without the written consent of the City provided that Company shall provide written notice of such assignment to the City. Except as otherwise provided in the immediately preceding

sentence, Company may assign this Agreement with the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement.

XIII. NOTICE

13.1. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be served when it is transmitted by registered or certified mail, return receipt requested, in a United States Post Office, addressed to the City or Company. Notices shall be deemed to be delivered upon receipt. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Company:

ADVARIO TEXAS CITY, L.P.
ATTN: MAURICIO PRUDENCIO
9805 KATY FREEWAY, SUITE 400
HOUSTON, TEXAS 77024

WITH A COPY TO:

BOYAR MILLER
ATTN: LARRY WILSON / BLAKE ROYAL
2925 RICHMOND AVENUE, 14TH FLOOR
HOUSTON, TX 77098

To the City:

CITY OF TEXAS CITY
ATTN: CITY SECRETARY
1801 9TH AVENUE NORTH
TEXAS CITY, TX 77590

WITH A COPY TO:

CITY OF TEXAS CITY
ATTN: EXECUTIVE DIRECTOR OF MANAGEMENT SERVICES
1801 9TH AVENUE NORTH
TEXAS CITY, TX 77590

13.2. Either Party may designate a different address by giving the other Party ten (10) days written notice.

XIV. AUTHORITY

14.1. Each of the Parties hereto represents and warrants to the other Party that (i) it has all requisite power and authority to execute and deliver, to perform its obligations under and to consummate the transactions contemplated by this Agreement and (ii) the execution and delivery of this Agreement, the performance of its obligations under and the consummation by each Party of the transactions contemplated by this Agreement, have been duly authorized by all requisite corporate authority on the part of Company and by all requisite governmental authority on the part of the City and (iii) upon execution and delivery of this Agreement, this Agreement will constitute valid and binding legal obligations of such Party.

XV. EFFECTIVE DATE AND EXPIRATION DATE

15.1. This Agreement may be executed in counterparts and the effective date of the Agreement shall be the date the Mayor actually executes this Agreement subject to the City's authorization by Ordinance and any terms or conditions associated therewith.

15.2. This Agreement shall expire on December 31, 2033, unless otherwise terminated earlier pursuant to Article IX hereof. Any rights or obligations of the Parties to protest the appraised value of the Project, or abate, collect or pay any ad valorem taxes becoming due shall survive the termination of this Agreement.

XVI. MISCELLANEOUS

16.1. Further Assurances: In the event any further documentation or information is required for this Agreement to be valid, then the Parties to this Agreement shall provide or cause to be provided such documentation or information. The Parties shall execute and deliver such documentation, including but not limited to any amendments, corrections, deletions or additions as necessary to this Agreement; *provided, however*, that the Parties shall not be required to do anything that has the effect of changing the

essential economic terms of this Agreement or imposing greater liability on the Parties. The Parties further agree that they shall do anything necessary to comply with any requirements to enable the full effect of this Agreement; provided, however that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this Agreement or imposing greater liability on the Parties.

16.2. Recordation: The City agrees to record a certified copy of this Agreement in the Deed Records of Galveston County, Texas, and to request that the chief appraiser of Galveston Central Appraisal District deliver, by July 1 of the year following the year in which the abatement agreement is executed, a copy of this tax abatement agreement to the Texas Comptroller of Public Accounts pursuant to Texas Tax Code Sec. 312.005(a)(2).

16.3. Governing Law; Venue: This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Galveston County, Texas.

16.4. Modification: This Agreement shall be subject to change, modification or, except in the event of default which has not been cured as provided herein, termination, only with the mutual written consent of the City and Company unless otherwise specifically provided for herein.

16.5. Disclaimer: Nothing herein shall confer upon any person, firm or other entity other than the Parties hereto any benefit or any legal or equitable right, remedy or claim under this Agreement. All obligations hereunder of the Parties hereto shall be binding upon their respective successors and assigns.

16.6. Waivers: Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement.

16.7. Approvals or Consents: Approvals or consents required or permitted to be given under this Agreement shall be evidenced by a resolution, or minute order adopted by the governing body or board of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or

consent on behalf of a Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

16.8. Parties in Interest: This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third parties.

16.9. Merger: This Agreement and its incorporated Exhibits contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto or relating to the subject matter hereof are superseded by this Agreement.

16.10. Authorization: Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

16.11. Severability: If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application of such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner so as to affect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 16.11, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency,

regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

16.12. Payment of Expenses: Except as otherwise expressly provided in this Agreement, or by separate written agreement of the Parties, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all reasonable and necessary attorneys' fees (including a reasonable hourly fee for in-house legal counsel), costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.

16.13. Force Majeure: In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the Force Majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. Notwithstanding the foregoing, in no event shall the tax abatement provided for in this Agreement exceed a period of ten (10) years in accordance with state law.

16.14. Interpretation: When a reference is made in this Agreement to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase "but not limited to"

words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

16.15. Sovereign Immunity: Nothing in this Agreement shall constitute or be interpreted as the City's express or implied waiver of its governmental or sovereign immunity as to liability, or constitute or be interpreted as the City's express or implied consent to suit.

16.16. Boycott Israel: In accordance with Texas Government Code Chapter 2270, the Company verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

16.17. Anti-Terrorism: In accordance with Texas Government Code Section 2252.152, the Company represents that it has no contacts with companies engaged in business with Iran, Sudan, or other foreign terrorist organizations as determined by the list maintained by the Texas Comptroller according to sections 806.061, 807.051 or 2252.153 of the Texas Government Code.

16.18. Counterparts: This complete Agreement has been executed by the Parties in multiple originals, each having full force and effect.

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SCHEDULE OF EXHIBITS

- Exhibit A – Texas City Ordinance 2022-09 (Reinvestment Zone Ordinance)
- Exhibit B – Advario Texas City, L.P. Tax Abatement Application (and amendments)
- Exhibit C – Ordinance No. 22-_____ (Abatement Ordinance)
- Exhibit D – Resolution No. 21-038 (Tax Abatement Guidelines & Criteria)

Exhibit A
Texas City Ordinance 22-09
(Reinvestment Zone Ordinance)

Exhibit B
Advario Texas City, L.P. Tax Abatement Application
with amendments

Exhibit C
Ordinance No. 22-_____
(Abatement Ordinance)

Exhibit D
Resolution No. 21-038
(Tax Abatement Guidelines & Criteria)

