

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, DECEMBER 21, 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) Service Awards  
Jason Grimm                      Fire    12/17/2007                      15 years
- (5) REPORTS
  - (a) Parks Division (Recreation and Tourism)
  - (b) Emergency Management Annual Report (Emergency Management)
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
  - (a) Approve City Commission Minutes for December 7, 2022 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 2022-132, authorizing the Mayor to accept and expend awarded Texas Parks and Wildlife grant in the amount of \$498,363.75, which requires \$166,122.25 from the Park Improvements- Public Works account, for Dike Road Boat Ramp Break Water Improvements. (Mayor's Office - Grant Administration)
- (c) Consider and take action on Resolution No. 2022-133, approving an Engineering Agreement with ARKK Engineer, LLC. for the Water Line Replacement Project - Phase 20. (Public Works)
- (d) Consider and take action on Resolution 2022-134, approving an Engineering Service Agreement with ARKK Engineers, LLC. for the Sanitary Sewer Rehabilitation Project - Phase 22. (Public Works)
- (e) Consider and take action on Resolution No. 2022-135, adopting an amendment to the CDBG Citizen Participation Plan to include procedures for the CDBG MIT-MOD Program administered by the Texas General Land Office (GLO). (Community Development)
- (f) Consider and take action on Resolution No. 2022-136, approving a Grant Administration Services Contract with GrantWorks for the Community Development Block Grant-MIT Regional COG Method of Distribution Grant (CDBG-MIT MOD) for the City of Texas City. (Mayor's Office - Grant Administration)
- (g) Consider and take action on Resolution No. 2022-137, approving the appointment of Aric Owens to the Texas City Planning Board as an alternate member of the board. (Transportation and Planning)
- (h) Consider and take action on Resolution No. 2022-138, authorizing the purchase of a 2024 Freightliner Western Star with GapVax Body, for the Utilities Department, from LoneStar Freightliner Group, LLC., via the BuyBoard Purchasing Cooperative Contract No. 601-19, for the total sum of \$482,885.05. (Public Works)
- (i) Consider and take action on Resolution No. 2022-139, ratifying the acceptance and approval to expend \$50,000 in grant funds from SETH for affordable housing activities. (Mayor's Office - Grant Administration)
- (j) Consider and take action on Resolution No. 2022-140, approving a contract with Arnold Oil, through BuyBoard Contract No. 629-20, Oils and Lubricant Annual Contract. (Public Works)
- (k) Consider and take action on Resolution No. 2022-141, approving an Engineering Agreement with ARKK Engineers, LLC., for the Lift Stations 21 and 25 Rehabilitation Project. (Public Works)
- (l) Consider and take action on Resolution No. 2022-142, authorizing the purchase of replacement generators for both rainwater pump stations for an estimated total of \$250,000.00. (Public Works)

(m) Consider and take action on Resolution No. 2022-143, a Resolution of Concurrence regarding construction speed zones on SH-146 inside the Texas City Limits.  
(Transportation and Planning)

(8) COMMISSIONERS' COMMENTS

(9) MAYOR'S COMMENTS

(10) 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 16, 2022, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 12/21/2022

December 2022 Service Awards

**Submitted For:** Jennifer Price, Human Resources

**Submitted By:** Susan Sensat, Human Resources

**Department:** Human Resources

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**Information**

**ACTION REQUEST**

Service Awards

Jason Grimm	Fire	12/17/2007	15 years
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**BACKGROUND (Brief Summary)**

Service Award(s) for the following individual(s) for the month of December is based on their years of service with the City.

Jason Grimm	Fire	12/17/2007	15 years
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**RECOMMENDATION**

Human Resources recommend approval of the December service award.

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(5) (a)**

**Meeting Date:** 12/21/2022

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Parks Division (Recreation and Tourism)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Staff Report

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*Texas City*  
EST. 1911

City Commission Meeting

December 21, 2022

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City of Texas City  
Department of Parks, Recreation & Tourism  
Parks Operations Division  
Projects and Beautification Efforts

# Bay Street Park

Renovations include new pergola, landscape, parking lot, Kiosk and new drinking fountain



# Bay street Park Bridge & Pier Renovations

4 Bridges and 2 Piers renovated



# Tree Planting Initiative

25 Live Oak Trees were planted in various parks to replace trees that have been removed. Parks that were planted are: Rainbow, Amoco, Steed, Tarpey, Bay Street and Walker.  
Currently 3<sup>rd</sup> year of Tree planting



# Memorial Park

Repairs made to the kiosk door and window frames from termite damage and replaced several rotten rafters on pergolas in park, landscape was updated as well, rafters pressure washed and painted.



# Carver Park Playground

Replaced old swing set with new double bay swing set at playground module



# Carlos Garza Sports Complex

Replacement of wooden outfield fences on fields 3 & 5



# Carlos Garza Sports Complex

Main pavilion/concession ceiling frame structure, cleaned of rust, prepared steel frame for epoxy primer and a urethane topcoat



# Carlos Garza Sports Complex

Installation of new irrigation wire into conduit to replace old failing corroded wire in the wagon wheel field areas along with new controllers & decoders



# Phoenix Fountain Restoration

New Phoenix Statue, New plaster and  
tile installed



# Bronze Sculpture Collection

All 40 + Outdoor Bronze  
Sculptures are cleaned every two  
years as well as indoor busts



# Sanders Center Playground

New tops were installed at  
Sanders Playground



# Carver Park

Carver Park Beautification and Clean Up Project on May 21, 2022. Landscape additions and renovations, tree planting and park and pond clean up with help of 50 + volunteers



# Calpine Volunteer Project, Earth Day 4/22/2022

3<sup>rd</sup> Annual volunteer project with  
Calpine Landscaping Project at  
Rainbow Park



# St. Johns Volunteer Group

30 plus volunteers from St. Johns Church came out and painted the fencing at Osburn soccer fields and fencing at 25<sup>th</sup> Ave. Fire Station



# Kid Fish Event

Annual Kid Fish event held at Carver Park Pond  
In June, Annually have 100-150 participants.  
2022 was the tenth year for event



# Sanders Center Beautification Project

Addition of flower beds and 5 spade in  
Oak trees



**CITY COMMISSION REGULAR MTG**

(5) (b)

**Meeting Date:** 12/21/2022

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Emergency Management Annual Report (Emergency Management)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Staff Report

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CITY OF TEXAS CITY

EMERGENCY MANAGEMENT  
&  
HOMELAND SECURITY

JOE TUMBLESÓN

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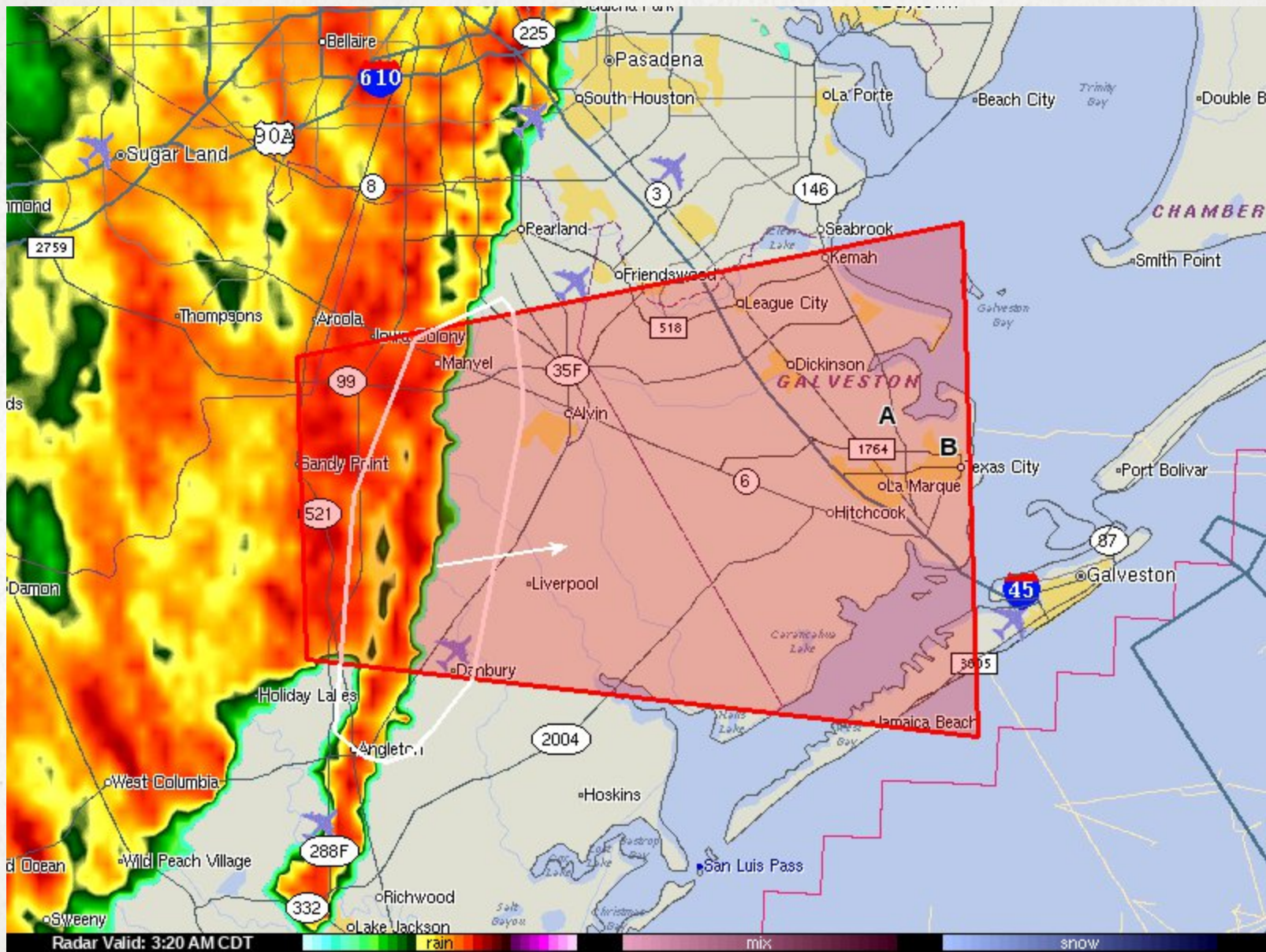
# PRIMARY RESPONSIBILITIES OF EMERGENCY MANAGEMENT

- Our primary function is to ensure the safety and security of the public during major disasters/emergencies
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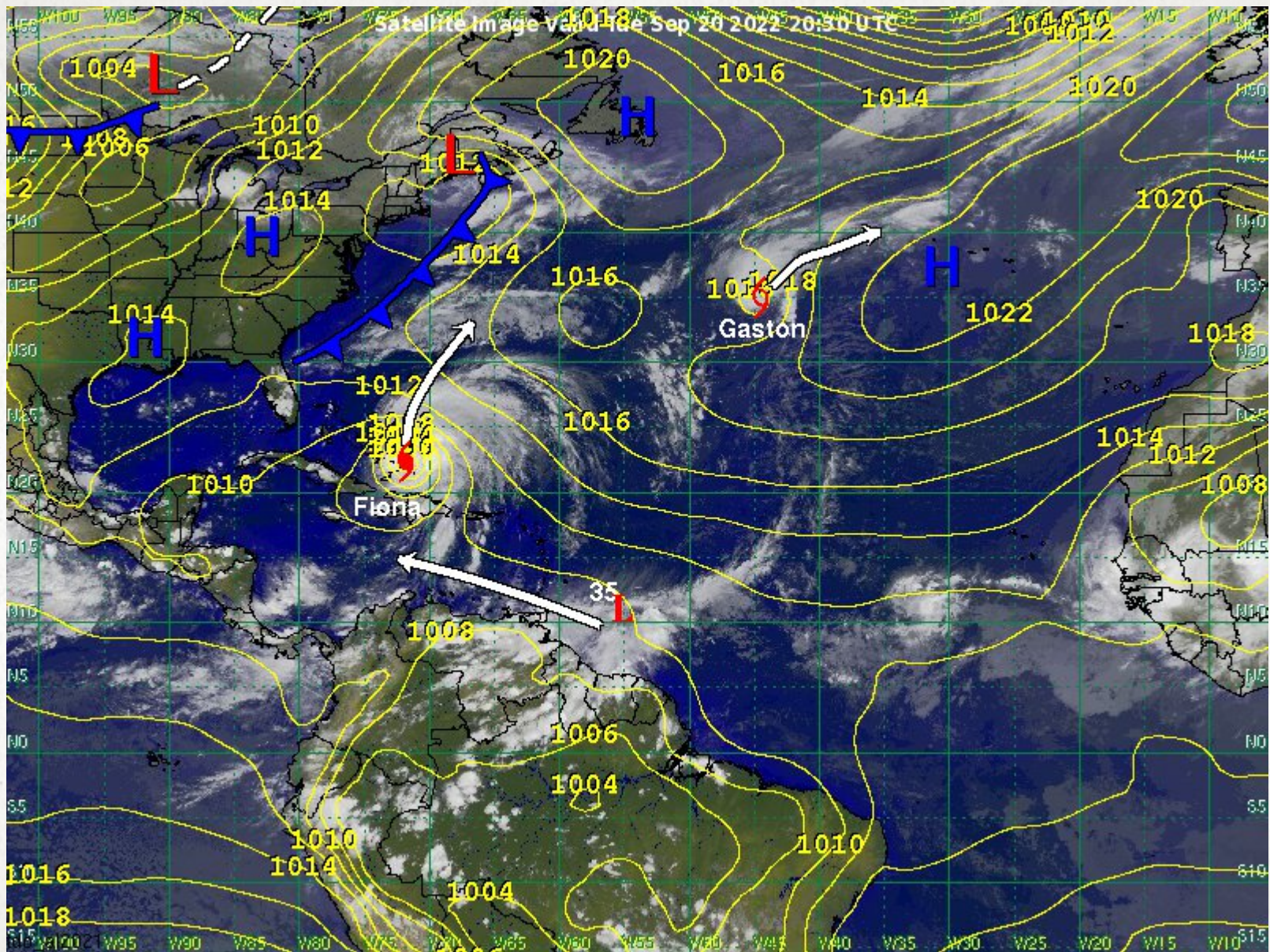
# RECOVERY

- Oversee contracts with Debris Management contractors and Monitoring companies to ensure quick, reliable, reimbursable debris cleanup after a disaster.







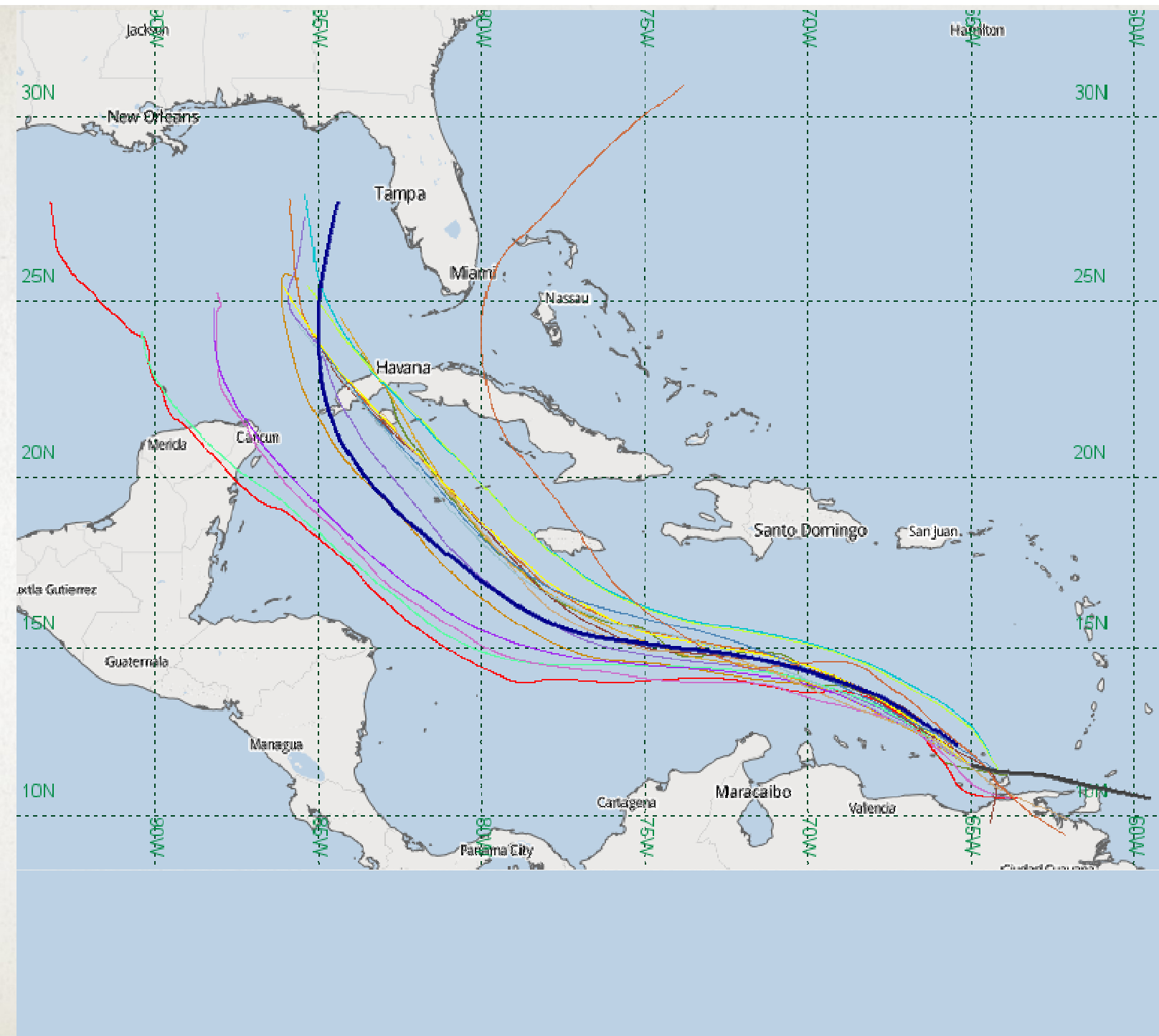


# Disturbance 35 Forecast Track

As of 09/22/2022 12:46 GMT

- LGEM -- 09/22 12 GMT
- TVCN -- 09/22 12 GMT
- HWRF -- 09/22 06 GMT
- HWFI -- 09/22 12 GMT
- AVNO -- 09/22 06 GMT
- AVNI -- 09/22 12 GMT
- AEMN -- 09/22 06 GMT
- AEMI -- 09/22 12 GMT
- UKMI -- 09/22 06 GMT
- UKM2 -- 09/22 12 GMT
- EGRR -- 09/22 00 GMT
- EGRI -- 09/22 06 GMT
- EGR2 -- 09/22 12 GMT
- UKX -- 09/22 00 GMT
- UKXI -- 09/22 06 GMT
- UKX2 -- 09/22 12 GMT
- NGX -- 09/22 00 GMT
- StormGeo -- 09/22 14 GMT
- History

(c) MapBox, (c) OpenStreetMap



# ACTIVATED THE EOC 8 TIMES SINCE FEBRUARY

- 22-02-04 Loss of power, water, flaring
- 22-02-19 Ground Flare LaMarque
- 22-04-04 Grass Fire
- 22-08-19 Valero Level III
- 22-08-22 Linde Level 1
- 22-09-01 Gas Leak - CenterPoint - Level 1
- 22-09-20 Valero loss of power
- 22-11-27 Tanker Truck rollover sodium hydroxide

# COMPLETED GOALS

- Improved radio system at EOC to include all PD and Fire channels.
- Obtained debris removal and monitoring contracts that are necessary to obtain quick, reliable, and reimbursable debris removal after a large disaster.
- Improved Everbridge communication system
- Updated and created Emergency Management Facebook, Twitter, and Instagram (currently over 13K followers).
- Created an email group and began sending out important weather information to City staff.
- Meet with nursing homes concerning hurricane plans. Hosted a “boot camp” in conjunction with SETRAC to ensure long-term care facilities were prepared for hurricane season.

# COMPLETED GOALS

- Active in LEPC (local emergency planning committee), IMAS (industrial mutual aid system), Galveston County emergency manager meetings, CAC (community advisory council), TCISD school safety committee, and special events committee for the City.
- Integrated IPAWS emergency notification system for immediate mass notifications.
- Hurricane town hall June 23<sup>rd</sup>, 2022 (Coming again this June).
- Organized Basic Emergency Preparedness Classes for City employees.
- Live cameras on water towers to view the industrial sector during emergencies.
- Activated STEAR Program with TDEM to include a list of medically fragile residents. Our goal will be to contact these residents within 24 hours after an event (call 211 to get on the STEAR list).

# CITY OF TEXAS CITY DEPARTMENT HELP

- Everything that we do could not be done without the support of other departments within the City.
- Public Works – PD – Fire – Purchasing/Finance – HR – Marketing and Tourism – EDC – Parks and Rec – IT.



THANK  
YOU

oe Tumbleson

09.370.9090

umbleson@texascitytx.gov

[www.texascitytx.gov](http://www.texascitytx.gov)



**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 12/21/2022

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Approve City Commission Minutes for December 7, 2022 meeting. (City Secretary)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, DECEMBER 7, 2022 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, DECEMBER 7, 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 Dedrick D. Johnson.

1. ROLL CALL

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

Absent: Abel Garza, Jr. , Commissioner At-Large  
DeAndre' Knoxson, Commissioner District 1  
Felix Herrera, Commissioner District 2

2. INVOCATION

Led by Pastor Stephanie Hughes of St. John's United Methodist Church.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Thelma Bowie.

4. PROCLAMATIONS AND PRESENTATIONS

a. Awarding Texas City Scavenger Hunt Winners.

Derek Miller, Multimedia Tech, announced the Texas City Scavenger Hunt Winners.

1st Place – Savannah Bird  
2nd Place - Taylor Zavala  
3rd Place – Sandra Torres

b. Matthew Connell promotion from Firefighter to Engineer.

Chief David Zacherl promoted Matthew Connell from Firefighter to Engineer.

5. REPORTS

a. Utilities Customer Service

6. PUBLIC COMMENTS

The following residents requested to speak before the City Commission:

Jose Boix  
Byron Frank  
Karen Elrod

7. CONSENT AGENDA

Motioned by Mayor Pro Tem Thelma Bowie to approve Consent Agenda items a, b, c, d, e, f, g, h, and i. Seconded by Commissioner District 4 Jami Clark.

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

**Vote: 4 - 0 CARRIED**

- 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)

**Vote: 4 - 0 CARRIED**

- 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)

**Vote: 4 - 0 CARRIED**

- 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)

**Vote: 4 - 0 CARRIED**

- 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)

**Vote: 4 - 0 CARRIED**

- 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)

**Vote: 4 - 0 CARRIED**

- 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)

**Vote: 4 - 0 CARRIED**

- 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)

**Vote: 4 - 0 CARRIED**

- 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)

**Vote: 4 - 0 CARRIED**

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)

No action was taken.

Representatives of Advario North America, LLC advised that they would like to no longer proceed in the abatement process but look forward to working with the City of Texas City in the future.

9. ADJOURNMENT

Having no further business, Mayor Pro Tem Thelma Bowie made a MOTION to ADJOURN at 5:42 p.m.; the motion was SECONDED by Commissioner District 3 Dorthea Jones Pointer. All present voted AYE. MOTION CARRIED.

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DEDRICK D. JOHNSON, MAYOR

ATTEST:

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Rhomari Leigh, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG**

(7) (b)

**Meeting Date:** 12/21/2022

Authorization to Accept and Expend Texas Parks & Wildlife Division Grant Funds for Dike Road Boat Ramp Break Water Improvements Project

**Submitted For:** Titilayo Smith, Community Development/ Grant Admin

**Submitted By:** Titilayo Smith, Community Development/ Grant Admin

**Department:** Mayor's Office

**Information**

**ACTION REQUEST**

That the Commission provide the Mayor with authorization to accept and expend awarded Texas Parks and Wildlife grant in the amount of \$498,363.75, which requires \$166,122.25 from the Park Improvements- Public Works account, for Dike Road Boat Ramp Break Water Improvements.

**BACKGROUND (Brief Summary)**

The Boating Access Program provides 75% matching funds through grant assistance for new construction or to renovate existing public boat ramps that provide public access to public waters for recreational boating.

This sub-award to the City of Texas City is funded by U.S. Fish and Wildlife through the Sport Fish Restoration (Coastal) Grant Program issued to the Texas Parks and Wildlife Department on 08/31/2022. The scope of this Grant Agreement includes: construction of a new section of sheet pile and new breakwater at the Dike Road boating access facility located at 600 Dike Road, Texas City, Galveston County, Texas. GPS coordinates: 29.366513, -94.815262.

**RECOMMENDATION**

It is recommended by the Grants Administrator that the Commission authorize acceptance and expenditure of this grant in the amount of \$498,363.75, which requires \$166,122.25 in matching funds from the City.

**Fiscal Impact**

**Funds Available Y/N:** Y

**Amount Requested:** \$166,122.25

**Source of Funds:** General Fund

**Account #:**

**Fiscal Impact:**

Acceptance of this grant would require the City to provide matching funds in the amount of \$166,122.25 in order to receive federal funds in the amount of \$498,363.75 as a sub-award from the Texas Parks and Wildlife Department.

**Attachments**

Grant Agreement



# TEXAS PARKS AND WILDLIFE

## Recreation Grant Agreement Federal Sub-Award

TPWD P.O. Number: CA-0004128

Project Number: FD-TX F-322-B-1

Sponsor Name: City of Texas City

Project Name: Dike Road Boat Ramp Break Water Improvements Project

Federal Award Identification Number (FAIN): F22AF03477

Sponsor Unique Entity Identifier: C11CU28JD8B8

Catalogue of Federal Domestic Assistance Number (CFDA): 15.605

Agreement Term / Period of Performance: 08/31/2022 - 07/31/2024

Federal Share: \$498,363.75

Sponsor Share: \$166,122.25

Total Project Cost: \$664,485.00

### **SECTION 1 - PROJECT DESCRIPTION AND LOCATION**

***This subaward agreement (Grant Agreement) is entered into by the Texas Parks and Wildlife Department (Department), and the City of Texas City (Sponsor). This sub-award is funded through Sport Fish Restoration (Costal) Grant Program issued to the Department on 08/31/2022***

The scope of this Grant Agreement includes:

construction of a new section of sheet pile and new breakwater at the Dike Road boating access facility located at 600 Dike Road, Texas City, Galveston County, Texas. GPS coordinates: 29.366513, -94.815262.

This sub-award is not for research and development.

### **SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT**

Subject to 2 Code of Federal Regulations 200.315, at the closing of the Planning Grant, Sponsor shall be the sole owner of the deliverables. The Sponsor reserves the discretion to use the deliverables for the purpose of finally designing and constructing a boating access facility whether it proceeds to enter into a construction grant agreement with the Department. The agreement is contingent upon fund availability.

### **SECTION 3 - PRE-AWARD INCURRENCE OF COSTS**

NA

### **SECTION 4 - APPROVED INDIRECT COST RATE**

NA

### **SECTION 5 - KEY OFFICIALS**

**Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:**

**FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:**

Dana Lagarde  
Director of Recreation Grants  
4200 Smith School Road  
Austin, Texas 78744  
(512)389-8224  
[Dana.Lagarde@tpwd.texas.gov](mailto:Dana.Lagarde@tpwd.texas.gov)

**Grant Manager:**

Matthew Fougerat  
Recreation Grants Branch  
4200 Smith School Road  
Austin, Texas 78744  
(512) 389-8224  
[matthew.fougerat@tpwd.texas.gov](mailto:matthew.fougerat@tpwd.texas.gov)

**Grant Coordinator:**

Renan Zambrano  
Recreation Grants Branch  
4200 Smith School Road  
Austin, Texas 78744  
(512) 389-8224  
[renan.zambrano@tpwd.texas.gov](mailto:renan.zambrano@tpwd.texas.gov)

**FOR PROJECT SPONSOR:**

**Official Point of Contact**

Jack Haralson

1801 9th Avenue North  
Texas City, Texas, 77592  
(409) 948-3111  
[jharalson@texascitytx.gov](mailto:jharalson@texascitytx.gov)

**Project Coordinator**

Jack Haralson

1801 9th Avenue North  
Texas City, Texas, 77592  
(409) 948-3111  
[jharalson@texascitytx.gov](mailto:jharalson@texascitytx.gov)

**Fiscal Contact**

Jack Haralson

1801 9th Avenue North  
Texas City, Texas, 77592  
(409) 948-3111  
[jharalson@texascitytx.gov](mailto:jharalson@texascitytx.gov)

**SECTION 6 - AWARD AND PAYMENT**

- A. The Department will provide funding to the Sponsor in an amount not to exceed \$498,363.75 for the project described under Project Description and Location above and in accordance with the Department-approved budget summary attached.
- B. The Sponsor shall obtain prior approval from the Department for budget and program revisions, and shall request reimbursement via payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs on form PWD BK P4000-1146.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Sponsor maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Grant Agreement and/or any other financial assistance or procurement documents the Sponsor may have with the Federal government.
- D. Expenses charged against awards under the Grant Agreement, unless approved in Section 3, may not be incurred prior to the beginning of the Grant Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- F. The Sponsor must meet their cost share commitment over the life of the award, as specified in section 2 of this agreement. Non-federal cost-share is required for costs incurred under this Grant Agreement.

**SECTION 7 - MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.
- B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non-compliant with the terms and conditions of this agreement.
- C. The Department may suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
- D. The Sponsor may unilaterally terminate the project prior to the first payment on the project or within 90 days of the TPWD Approval Date, whichever occurs earlier. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by agreement with the Department.
- E. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- F. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State/Federal share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- G. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all funds provided by the Department be returned.

- H. If the Sponsor does not comply with provisions as set forth in the grant agreement and the Recreation Grants Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:
1. The Department may withhold payment to the Sponsor;
  2. The Department may withhold action on pending projects proposed by the Sponsor

## **SECTION 8 - CLOSEOUT**

Sponsor will follow closeout procedures in the Instructions for Approved Projects Recreation Grant Programs PWD BK P4000-1146.

## **SECTION 9 - TERMS OF ACCEPTANCE**

By accepting funds under this grant, the Sponsor agrees to comply with the terms and conditions of this Grant Agreement, and the terms and conditions of all attachments that are applicable to the Sponsor. Sponsor also agrees to comply with assurances and certifications made in its approved grant application submitted via Recreation Grants Online, and applicable federal statutes, regulations and guidelines. Sponsor agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

### **Signature Authority**

The person or persons signing this Grant Agreement on behalf of the Sponsor hereby warrant and guarantee that they are duly authorized by the Sponsor to execute this Grant Agreement on behalf of the Sponsor and to validly and legally bind the Sponsor to all the terms of this agreement.

### **Entire Agreement; Modifications Must Be in Writing**

This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

### **Venue; Governing Law**

This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

## **SECTION 10 – ATTACHMENTS INCORPORATED BY REFERENCE**

The Federal regulations titled “2 CFR, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>)

The following completed documents are attached to and made part of this Agreement:

Budget  
Certification Regarding Lobbying (Signature Required)  
Construction Assurances (Signature Required)  
Federal Award  
Federal Terms and Conditions  
Rec Grants Assurances for Federal Subawards  
Instructions for Approved Projects

## **SECTION 11 – SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) set forth below.

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

**City of Texas City**

Signature: Dana Lagarde

Name: \_\_\_\_\_

Date: 12/01/2022

Title: \_\_\_\_\_

SAM Date/Initials: 12/01/2022 / M.F.

Signature: \_\_\_\_\_

Federal Aid Date/Initials: 11/07/2022 / B.C.

Date: \_\_\_\_\_

**CITY COMMISSION REGULAR MTG**

(7) (c)

**Meeting Date:** 12/21/2022

Engineering Services For The City Of Texas City Water Line Replacement Project - Phase 20

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Approve and execute and engineering agreement with ARKK Engineer, LLC.for the Water Line Replacement Project - Phase 20.

**BACKGROUND (Brief Summary)**

ARKK Engineers, LLC.has submitted an Agreement for Services for the engineering services for the Water Line Replacement Project - Phase 19 totaling \$209,950.00. This project is in the 2022-2023 Budget. A copy of the agreement is attached for your review.

**RECOMMENDATION**

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute an Agreement for Services with ARKK Engineers, LLC.for the Water Line Replacement Project - Phase 20 for the engineering services from the design phase through all construction phases. It is further recommended that the Mayor be authorized to execute change orders, not to exceed 25% of the total amount of the initial agreement, without going before the Commission.

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**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

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THE STATE OF TEXAS

COUNTY OF GALVESTON

### AGREEMENT FOR SERVICES

This Agreement entered into as of the 21<sup>st</sup> day of December, A.D., 2022, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

#### WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Water Line Replacement Project – Phase 20**" ("Project").

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

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

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of **\$209,950.00** for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend, and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all

claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC  
Consultant

BY: Madhu Kilambi

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

CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_  
DIRECTOR OF FINANCE



**ATTACHMENT "A"**

December 6, 2022

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's  
**"Water Line Replacement Project – Phase 20"**.

Dear Mr. Ballast:

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

**GENERAL OVERVIEW**

The City of Texas City's water distribution system includes 224 miles of pipe (does not include the new developments on Highway 3 and Lago Mar). Approximately 424,350 L.F. (81 miles) of water lines at various locations throughout the City have been replaced to date (including on-going Phase 19) as part of this Waterline Replacement Program and the 2001 Bond Program. Phase 19 of this Water Line Replacement Program is currently under construction and should be complete by March 2023. This Phase 20 Waterline Replacement Project is a continuation of this program. The water lines selected for replacement have been identified and provided by City staff based on on-going maintenance efforts; deteriorated water lines; recommendations from a modeling study performed previously; problem lines, and may include lines not replaced as part of previous projects.

The project budget allocated for the Water Line Replacement Project – Phase 20 is **\$1.6 million**, which includes construction costs, engineering, construction phase services, and other costs. Based on preliminary cost estimates prepared by ARKK, approximately 15,450 L.F. of water lines can be replaced as part of this phase. The estimated construction cost to perform the work is approximately \$1,390,000, which includes the water line replacement, service line replacement

(to the right-of-way/easement line), and associated work. Based on updated construction costs developed by ARKK during the design phase, ARKK may include design of additional areas that may be included as an add alternate to this bid package. This add alternate will be awarded by the City if competitive bids are received from the contractors and adequate budget is available.

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

As requested by the City, ARKK will provide one (1) project site representative to observe the construction of both the proposed Water Line Replacement Project - Phase 20 and the Sanitary Sewer Rehabilitation Project - Phase 22 (construction should be occurring concurrently). To facilitate utilizing one project site representative for both the projects, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts. Due to multiple contractors performing construction activities, the site representative will not be present at multiple sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the water line replacement project is 240 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if construction on both the projects does not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

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

## **SCOPE OF SERVICES**

### **I. DESIGN PHASE SERVICES**

#### **A. Basic Services - Design Phase**

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

## **B. Special Services - Design Phase**

### **1. Reproduction**

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

### **2. Miscellaneous Services**

- Due to the nature of work, it is recommended that a budget for miscellaneous services be allocated. This item will not be utilized unless approved by the City of Texas City.

## **II. BID PHASE SERVICES**

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

## **III. CONSTRUCTION PHASE SERVICES**

### **A. Basic Services – Construction Administration Phase**

- Prepare four sets of contracts for execution by the successful bidder.

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

## **B. Special Services – Construction Phase**

### **1. Construction Observation Services:**

- Provide a site representative to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities. The anticipated construction contract duration for the project is estimated to be 240 calendar days. The construction observation budget is based on providing a project site representative an average of 20 hours/week for 240 calendar days (in conjunction with the Sanitary Sewer Rehabilitation Project – Phase 22).
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- The site representative(s) will be on site daily during construction activity.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.
- The site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The site representative will aid in the coordination of activities of the testing laboratory.
- The site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.

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

## **2. Construction Materials Testing:**

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

**FEE**

The fees for the services are as follows:

Design Phase: Lump Sum Amount of:	\$93,450.00
Reproduction Budget: Lump Sum Amount of:	\$ 950.00
Miscellaneous Services: Hourly and cost plus 10%:	\$5,000.00
Bid Phase Services: Lump Sum Amount of:	\$2,750.00
Construction Administration Services: Lump Sum Amount of:	\$23,375.00
*Construction Materials Testing Budget: Cost plus 10%:	\$2,750.00
*Construction Observation Services: Hourly and cost plus 10%:	<u>\$81,675.00</u>
<b>Total All Services</b>	<b>\$209,950.00</b>

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

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

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

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

**ATTACHMENT "B"**

**INSURANCE LIMITS**

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

**RESOLUTION NO. 2022-133**

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

---

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

**WHEREAS**, ARKK Engineers, LLC, has submitted an Agreement for Service of the Water Line Replacement Project - Phase 20; and

**WHEREAS**, the cost for the Engineering Service Agreement is approximately \$209,950.00.

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

**SECTION 1:** That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the Water Line Replacement Project - Phase 20.

**SECTION 2:** That the Mayor is hereby authorized to execute the Agreement for Service with ARKK Engineers, LLC, and execute change orders not to exceed 25.0 % of the total amount, in the form attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 21st day of December 2022.**

---

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (d)**

**Meeting Date:** 12/21/2022

Engineering Services For The City Of Texas City Sanitary Sewer Rehabilitation Project - Phase 22

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Approve the execution of an Engineering Service Agreement with ARKK Engineers, LLC. for the Sanitary Sewer Rehabilitation Project - Phase 22.

**BACKGROUND (Brief Summary)**

ARKK Engineers, LLC. has submitted an Agreement for Services, for the Sanitary Sewer Rehabilitation Project - Phase 22, for the total sum of \$233,550.00. This includes, design phase, bid phase, construction administration services, construction materials testing, construction observation, and construction evaluation services. Funds for this project are made available in the 2022 / 2023 City of Texas City Budget. A copy of this agreement is attached for your review.

**RECOMMENDATION**

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement for Services with ARKK Engineers, LLC. on behalf of the City Commission, for the Sanitary Sewer Rehabilitation Project - Phase 22. It is further recommended that the Mayor be authorized to approve any change orders, not to exceed 25% of the total amount, without taking the matter before Commission.

---

**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

---

THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

This Agreement entered into as of the 21<sup>ST</sup> day of December, A.D., 2022, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

**WITNESSETH:**

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Sanitary Sewer Rehabilitation Project - Phase 22**" ("Project").

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

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

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of **\$233,550** for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all

claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC  
Consultant

BY: Madhu Kilambi

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

CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_

DIRECTOR OF FINANCE



## ATTACHMENT "A"

December 6, 2022

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's  
**"Sanitary Sewer Rehabilitation Project – Phase 22"**.

Dear Mr. Ballast:

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

### **GENERAL OVERVIEW**

The Sanitary Sewer Rehabilitation Project – Phase 22 project is a continuation of an ongoing program underway in the City of Texas City (City). Phase 21 of this Sanitary Sewer Rehabilitation Program is currently under construction. Approximately 510,885 L.F. of sanitary sewer lines (approximately 97 miles) at various locations throughout the City have been rehabilitated or replaced to date as part of this program (including on-going Phase 21 Project that is currently under construction).

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

The project budget allocated for the Sanitary Sewer Rehabilitation Phase 22 Project is \$1.5 million, which includes construction costs, engineering, construction phase services and other costs.

Based on a preliminary cost estimate prepared by ARKK, it is estimated that approximately 22,500 L.F. of 4" through 12" sanitary sewers can be rehabilitated as part of this phase. The estimated construction cost to perform this work is approximately \$1,267,000 which includes the sanitary line rehabilitation, manhole rehabilitation, service line replacement (to the right of way), and associated work. Based on updated construction costs developed by ARKK during the design phase, ARKK may include rehabilitation design of additional sanitary sewer lines that may be included as an add alternate to this bid package. This add alternate will be added to the project if competitive bids are received from rehabilitation contractors and adequate budget is available.

As performed previously, the design documents for the sanitary sewer rehabilitation project will consist of schematic drawings and specifications with bid items. Schematic layout maps will be prepared and utilized for the drawings portion of the construction documents in lieu of obtaining detailed topographic surveys. City of Texas City's GIS drawings will be utilized in the preparation of the schematic maps. ARKK staff will conduct site visits to accessible areas and gather additional information to aid with the design and include pertinent information in the bid documents.

It is City's desire that ARKK provide one (1) project site representative to observe the construction of both the Sanitary Sewer Rehabilitation Project – Phase 22 and the proposed Water Line Replacement Project – Phase 20. As discussed with City staff, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts during the same time frame. This will allow utilizing one project site representative for both projects. Due to multiple contractors performing construction activities, the site representative cannot be present at various sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the Sanitary Sewer Rehabilitation Project – Phase 22 is 240 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if constructions on both the projects do not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, and other services necessary to support the project. The proposal is separated into Basic Services and Special Services. Geotechnical investigation will not be performed for this project. Geotechnical data from the recently completed projects in the vicinity (if available) will be utilized to aid with the design. However, if it is determined that geotechnical investigation is necessary; ARKK will submit a separate proposal to the City.

## ***SCOPE OF SERVICES***

### **I. DESIGN PHASE**

#### ***A. Design Services***

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

- Furnish documentation to TxDOT for their review and the issuance of a permit. The construction contractor will then submit pertinent documentation during the construction phase and obtain final approval to proceed with construction.
- Incorporate appropriate comments from the City into the final bid documents.
- Coordinate and submit plan drawings to the utility companies for review and comments.
- Incorporate comments into the bid documents.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review.
- Prepare final cost estimate for the project.
- Furnish two (2) sets of plans and specifications for each construction package to the City.

#### ***B. Special Services –Design Phase***

##### **1. Reproduction**

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

##### **2. Miscellaneous Services**

- Due to the nature of work, it is recommended that a budget for miscellaneous services be allocated. This item will not be utilized unless approved by the City of Texas City.

#### **II. BID PHASE SERVICES**

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

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

### III. CONSTRUCTION PHASE SERVICES

#### **A. Basic Services - Construction Administration Services:**

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

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

## ***B. Special Services – Construction Phase***

### **1. Construction Evaluation Services:**

- Review pre-rehabilitation television inspection data provided by the construction Contractor and verify the method of rehabilitation. Approximately 22,500 L.F. of sanitary sewer pipe video data will be reviewed as part of this project. The actual footage of lines that will be reviewed will not be known until the completion of the pre-television inspection efforts by the construction contractor.
- Provide documentation of the review and coordinate with the Contractor during construction. Evaluation of the pre-rehabilitation television inspection provides the City access to the Contractor's pre-construction video inspection data and provides the City the ability to verify the rehabilitation prior to the construction contractor performing the work.
- Coordinate the rehabilitation efforts with the construction Contractor.
- Review post-rehabilitation television inspection data of approximately 22,500 L.F. of sanitary sewer pipe. Evaluation of post construction inspection video data provides a good measure of quality control.
- Coordinate the findings of the post-rehabilitation television inspection data review efforts with the City.

## 2. Construction Observation Services:

- Provide one construction observer (site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. This proposal is based on the Construction Inspector being on-site an average of 20 hours per week during the duration of active construction. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide

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

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

**3. Construction Materials Testing:**

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

**FEE**

The fees for the services are as follows:

Design Services: Lump Sum amount of:	\$93,425.00
Reproduction: lump sum amount of:	\$950.00
Bid Phase: lump sum amount of:	\$2,750.00
Miscellaneous Services: Hourly and cost plus 10%:	\$5,000.00
Construction Administration Services: lump sum amount of:	\$ 23,375.00
*Construction Materials Testing Budget: Cost plus 10%:	\$ 2,000.00
*Construction Observation: Hourly and cost plus 10%:	\$81,675.00
Construction Evaluation Services: lump sum amount of:	<u>\$24,375.00</u>
<b>Total Fee</b>	<b>\$233,550.00</b>

The anticipated construction contract duration for the project is estimated to be 240 calendar days. The construction observation budget is based on providing a project site representative an average of 20 hours/week for 240 calendar days (in conjunction with the Water Line Replacement Phase 20 Project). The fee includes hourly costs for a project site representative, and vehicle charge of \$35/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

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

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

## ATTACHMENT "B"

### INSURANCE LIMITS

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

**RESOLUTION NO. 2022-134**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR THE SANITARY SEWER REHABILITATION PROJECT - PHASE 22; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for the Sanitary Sewer Rehabilitation Project - Phase 22; and

**WHEREAS**, ARKK Engineers, LLC, has submitted an Agreement for Service of the Sanitary Sewer Rehabilitation Project - Phase 22; and

**WHEREAS**, the cost for the Engineering Service Agreement is approximately \$233,550.00.

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

**SECTION 1:** That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the Sanitary Sewer Rehabilitation Project - Phase 22.

**SECTION 2:** That the Mayor is hereby authorized to execute the Agreement for Service with ARKK Engineers, LLC, and execute change orders not to exceed 25.0 % of the total amount, in the form attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 21st day of December 2022.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (e)**

**Meeting Date:** 12/21/2022

Consider/Adopt an Amendment to the CDBG Citizen Participation Plan

**Submitted For:** Titilayo Smith, Community Development/ Grant Admin

**Submitted By:** Titilayo Smith, Community Development/ Grant Admin

**Department:** Community Development/ Grant Admin

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**Information**

**ACTION REQUEST**

Consider/Adopt an amendment to the CDBG Citizen Participation Plan to include procedures for the CDBG MIT-MOD Program administered by the Texas General Land Office (GLO).

**BACKGROUND (Brief Summary)**

A grant for an eligible application under the CDBG-MIT program may be awarded only if the locality certifies that it is following a detailed citizen participation plan that provides for and encourages citizen participation at all stages of the program. If an applicant has a current citizen participation plan, they must follow their current citizen participation plan for each proposed project.

The Texas City Commission last adopted a version of the CDBG Citizen Participation Plan on June 2, 2021.

**RECOMMENDATION**

It is recommended by the Community Development/Grants Administrator that the Commission approve this amendment to the Citizen Participation Plan in order that the City may be in compliance with the requirements of HUD and the Texas GLO for the CDBG MIT-MOD Grant allocated to the City.

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**Fiscal Impact**

**Attachments**

CDBG Citizen Participation Plan-Amended

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CITY OF TEXAS CITY, TX  
COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG)  
CITIZEN PARTICIPATION PLAN

AMENDED APRIL 2021, DECEMBER 2022  
ADOPTED BY TEXAS CITY COMMISSION ON JUNE 2, 2021



## PURPOSE

Participating Jurisdictions that receive U.S. Department of Housing and Urban Development (HUD) CDBG grant funds must develop a Citizen Participation Plan (CCP). The CCP describes efforts that will be undertaken to encourage citizens to participate in the development of the City's federal reports: Five-Year Consolidated Plan, annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER).

The citizen participation plan is designed to encourage the participation of city residents in the development of the federal reports as listed above, particularly those residents who are predominantly low-and-moderate-income. The CPP also encourages local and regional institutions and other organizations including businesses, developers, and community and faith-based organizations to participate in the process of developing and implementing the Five-Year Consolidated Plan and related reports. The City takes appropriate actions to encourage the participation of persons of minority backgrounds, persons with limited-English proficiency, and persons with disabilities.

The City of Texas City is committed to compliance with Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. The City of Texas City does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs and activities.

The city of Texas City considers it the right of all Texas City residents to have the opportunity to provide input and comment on the use of public funds and the community's needs related to affordable housing and economic development. The citizen participation plan applies to five areas of the planning for the use of affordable housing, community and economic development made possible through HUD funding:

1. The Five-Year Consolidated Plan
2. The annual Action Plan;
3. The Consolidated Annual Performance and Evaluation Report (CAPER)
4. Substantial amendments to a Five-Year Consolidated Plan and/or annual Action Plan
5. Amendments to the citizen participation plan, itself.

The City of Texas City's program/fiscal year begins October 1 and ends September 30. In order to receive entitlement grant funding, the U.S. Department of Housing and Urban Development (HUD) requires

jurisdictions to submit a Consolidated Plan every five years. This plan is a comprehensive strategic plan for community planning and development activities. The annual Action Plan serves as the City's application for the HUD grant program. Federal law also requires citizens have opportunities to review and comment on the local jurisdiction's plans to allocate these funds.

The purpose of programs covered by the citizen participation plan is to improve the Texas City's community by providing: decent housing, a suitable living environment, and growing economic opportunities – all principally for low-and moderate- income households.

This document outlines how members of the Texas City community may participate in the five planning areas listed above.

This CPP serves to meet the federal requirements described above concurrently, for the term of the FY 2020 – FY 2024 Consolidated Plan cycle.

## HUD PROGRAMS

The City of Texas City receives one of four entitlement grants from the U.S. Department of Housing and Urban Development, to help address the City's affordable housing, community, and economic development needs. The four entitlement grants are:

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnership Program (HOME)
3. Emergency Shelter/Solutions Grant (ESG)
4. Housing Opportunities for Persons with Aids (HOPWA)

The City of Texas City receives only the **Community Development Block Grant (CDBG)**: Title I of the Housing and Community Development Act of 1974 (PL 93-383) created the CDBG program. It was re-authorized in 1990 as part of the Cranston-Gonzalez National Affordable Housing Act.

**Federal Objectives:** The CDBG program was developed to give local jurisdictions the flexibility to develop their own funding priorities. However, the authorizing statute of the CDBG program requires that each activity funded must meet one of three national objectives. The three national CDBG objections and subcategories:

1. Benefit to low-and moderate-income (LMI) persons. The LMI objective is often referred to as the primary objective because the statute requires the 70 percent of the CDBG funds must be expended to meet the LMI objective, using one of the following subcategories:

- a) Area Benefit Activities: Project benefits all residents in a particular area, where at least 51 percent are low-and moderate-income residents.
  - b) Limited Clientele Activities: Project beneficiaries include at least 51 percent low-and moderate – income residents
2. To aid in the prevention or elimination of slums or blight.
  3. To meet other urgent community development needs (urgent need as determined by HUD).

The primary objective of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic development opportunities for persons of low and moderate income. The City develops locally defined programs and funding priorities for CDBG. The City of Texas City’s CDBG program emphasizes activities that directly benefit low and moderate-income persons and the prevention or elimination of slums and blight.

## ROLE, RESPONSIBILITIES, AND CONTACT INFORMATION

The City of Texas City’s Community Development Department is designated by the Mayor and City Commissioners as lead agency for the administration of the CDBG grant program.

As the lead agency for HUD, the Community Development Department is responsible for developing the Five-Year Consolidated Plan, annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). The Community Development Department coordinates with the TCISD, TCHA, and other community agencies to develop these plans.

### Contact:

Titilayo Smith, Administrator  
City of Texas City  
Community Development Department  
928 5<sup>th</sup> Ave. North  
Texas City, TX 77590  
[tsmith@texascitytx.gov](mailto:tsmith@texascitytx.gov)  
409-643-5731

## PLANNING ACTIVITIES SUBJECT TO CPP

**ACTIVITY 1 – FIVE-YEAR CONSOLIDATED PLAN.** The City of Texas City’s Five-Year Consolidated Plan will be developed through a collaborative process whereby the community establishes a unified vision for Texas City’s affordable housing, and community and economic development initiatives.

Citizen Participation is a major component of the planning and development process of the Five – Year Consolidated Plan, including amending the plan as well as reporting on program performance. Consultations, public hearings, community meetings, citizen surveys and opportunities to provide written comment are all a part of the strategy to obtain citizen input. The City will make special to solicit the views of citizens who reside in the designated CDBG-priority neighborhoods of Texas City, and to encourage the participation of all citizens including minorities, the non-English speaking population, and persons with disabilities. Actions for public participation in the Five-Year Consolidated Plan follow:

1. **Consultation with other Community Institutions.** In developing the Consolidated Plan, the City will consult with other public and private agencies, both for profit and non-profits that either provide or have direct impact on the broad range of housing, health, and social services needed by Texas City residents. **The City will specifically encourage, in consultation with the Texas City Housing Authority (TCHA), the participation of residents of public and assisted housing developments, in the process of developing and implementing the consolidated plan, along with other low-income residents of targeted revitalization areas in which the developments are located.** Consultations may take place through meetings, by telephone or others means with which to coordinate information and facilitate communication. The purpose of this communication is to gather information and data on the community and economic development needs of the community. The city will seek specific input to identify the needs of persons experiencing homelessness, persons living with HIV/AIDS and their families, persons with disabilities and other special populations.
2. **Utilize Quantitative Data on Community Needs.** City staff shall review relevant data and conduct necessary evaluation and analysis to provide an accurate assessment of community needs and priorities on which to base strategic recommendations.
3. **Public Hearings.** There will be a minimum of two public hearings at the beginning stages of the development of the Consolidated Plan to gather information on community needs from citizens and organizations working with the low- and moderate-income populations before making any recommendation to the Mayor and City Commissioners.

**The hearings will address housing and community development needs, development of proposed activities, and review of program performance. At least one of the hearings will be held before the proposed consolidated plan is published for comment.**

**The hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for persons with disabilities. The hearings will also will accommodate non-English speaking residents with a translator when a significant number of non-English speaking residents will be reasonably expected to participate.**

Citizens will receive notice of the hearings at least two weeks in advance via local newspapers, the City website, the City's social media accounts, and flyers in public areas including, but not limited to, City Hall and the main library.

The Cares Act permits the City to hold virtual public hearings when necessary for public health reasons.

4. **Written Comments.** Based on public input and quantitative analysis, staff will prepare a draft Five-Year Consolidated Plan, which also includes proposed allocation of first-year funding. A period of 30 calendar days will be provided to receive written comments on the draft Five-Year Consolidated Plan. The draft will be made available at the public library, the public housing authority and neighborhood centers, at the office of community development, on the city's web site and the county newspaper.
5. **Final Action on the Consolidated Plan.** All written and oral comments provided will be considered in preparing the final Five-Year Consolidated Plan. A summary of comments received and the City's reasons for accepting or not accepting will be included in the final document. The Mayor, City Commission and Director of Community Development will consider the comments and the community developments recommendations.

**Before the City adopts the consolidated plan, it will make available to the citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate income.**

When approved by the Mayor and City Commissioner's the Five-Year Consolidated Plan will be submitted to HUD, no later than August 15<sup>th</sup> of the year due.

**ACTIVITY 2 – ONE-YEAR ACTION PLAN.** Each year the City must submit an annual Action Plan to HUD, reporting on how that year's funding allocation for CDBG entitlement grant will be to achieve the goals outlined in the Five-Year Consolidated Plan.

1. Community Development staff will gather input from citizens and consultations to prepare the draft Action Plan. There shall be two public hearings to receive citizen input on the community needs, including funding allocations.
2. Community Development staff will gather public input and statistical data to prepare the draft Action Plan. The draft Action Plan will be available for 30 days for public comment after reasonable notice (**at least 2 weeks**) to the public is given.
3. The community development staff will be given the opportunity to make recommendations to the

Mayor, City Commission and the Director of Community Development.

4. When approved by the Mayor and City Commission, the Action Plan will be submitted to HUD

**ACTIVITY 3 – SUBSTANTIAL AMENDMENTS TO CONSOLIDATED/ACTION PLAN.** Recognizing that changes during the year may be necessary to the Five-Year Consolidated Plan and annual Action Plan after approval, the Citizen Participation Plan allows for “substantial amendments” to plans. These “substantial amendments” apply only to changes in CDBG funding allocations and the Citizen Participation Plan defines a substantial amendment as:

1. When program income is received as a result of a CDBG funded activity or project; or
2. When there is a substantial change in the purpose, scope, location, or beneficiaries of a project or activity involving **\$50,000** or more of CDBG funds that are to be transferred to an existing CDBG activity or to a newly created activity.

**The amendment will be made available at the public library, at the office of community development, on the city’s web site and the county newspaper.**

Per HUD regulations at CFR 91.505, a thirty (30)-day public comment period is required prior to obligations of funds, including local newspaper publication requesting citizen input.

**The City will receive written comments on the Cares Act COVID-19 amendment for a period of 5 calendar days.**

After the public comment period expires, **the City shall consider any comments or views of citizens received in writing or orally at public hearings, if any, in preparing the substantial amendment. A summary of these comments or views, and a summary of any comments and views not accepted and the reasons shall be attached to the substantial amendment of the consolidated plan.** The budget amendment request must be approved and signed by the Mayor. It will then be submitted to HUD for their approval.

**ACTIVITY 4 – CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER).** The City is required to submit annually by December 30 a CAPER to HUD that describes the City’s progress in meeting the goals in the Five-year Consolidated Plan.

1. Community Development staff will prepare the draft CAPER.
2. The CAPER will be available for 15 days for written public comment.
3. **The City shall consider any comments or views of citizens received in writing or orally at public hearings, if any, in preparing the CAPER. A summary of these comments or view, and a summary of any comments and views not accepted and the reasons shall be attached to the CAPER.**
4. The final CAPER and public comments will then be submitted to HUD.

5. The CAPER and public comments will be available for citizens' to review.

**ACTIVITY 5 – AMENDMENTS TO CITIZEN PARTICIPATION PLAN.** In the event that changes to this Citizen Participation Plan are necessary, the community development staff shall draft them.

1. Community Development staff prepares the draft changes
2. The amended Citizen Participation Plan is available for 15 days for written public comment on the proposed changes.
3. The Community Development staff will be given the opportunity to make recommendations before the final amended Citizen Participation Plan and public comments are finalized.
4. Upon approval by the Mayor, City Commission, the substantial amendment will be posted in the official Commission meeting minutes and be available online and in the City Secretary's Office.

The City will review the Citizen Participation Plan at a minimum of every 5 years for potential enhancements or modification; this review will occur as a component of the Consolidated Planning process.

## DISPLACEMENT POLICY

As part of this CPP, the City must maintain a displacement policy. The City will continue to use existing federal and State of Texas relocation guidelines, as applicable, to minimize displacement and to alleviate the problems caused by displacement. Both the federal government and the State of Texas have specific requirements dictating the amount of benefits and assistance that must be provided to low-income persons and households relocated from their homes as a result of displacement. Depending on the funding source, displaced persons may be offered one or more of the following:

- A rent subsidy for another unit
- A cash payment to be used for rent or a down payment on the purchase of a dwelling unit
- Moving and related expenses

## AVAILABILITY TO THE PUBLIC

The City of Texas City will make available to the public the consolidated plan as adopted, substantial amendments, and CAPERs via the City's website, at the city's libraries, and at the Texas City Housing Authority. These documents will also be made accessible to persons with disabilities, upon request.

The City will also provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's consolidated plan and its use of assistance under the CDBG during the preceding five years.

## TECHNICAL ASSISTANCE

The Community Development Department will provide for technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposal for funding assistance under any of the programs covered by the consolidated plan.

## COMPLAINTS

The Community Development Department will provide a written response to every written citizen complaint, within 15 working days, where practicable.

**AMENDMENT  
TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION METHOD  
OF DISTRIBUTION (CDBG-MIT MOD) PROGRAM  
NOVEMBER 2022**

## **CDBG-MIT MOD PUBLIC OUTREACH EFFORTS**

The City shall provide reasonable public notice, appraisal, examination, and comment on the activities proposed for the use of CDBG-MIT MOD funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in areas in which CDBG-MIT MOD funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT MOD funds;
3. Furnish citizens information, including but not limited to:
  - a. the amount of CDBG-MIT MOD funds expected to be made available
  - b. the range of activities that may be undertaken with the CDBG-MIT MOD funds
  - c. the estimated amount of the CDBG-MIT MOD funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons
  - d. if applicable, the proposed CDBG-MIT MOD activities likely to result in displacement and the entity's anti-displacement and relocation plan
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
  - a. Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
  - b. Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
  - c. Posting of notice on the local entity website (if available);
  - d. Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
    - Certified mail
    - Electronic mail or fax
    - First-class (regular) mail
    - Personal delivery (e.g., at a Council of Governments [COG] meeting)

## **PUBLIC HEARING PROVISIONS (AS APPLICABLE)**

Although not required, if a public hearing is scheduled and conducted by a CDBG-MIT MOD applicant or recipient, the city shall follow HUD and GLO regulations for publication requirements and availability of public hearing to the public, particularly for low-to-moderate income residents.

## **CITY COMMISSION REGULAR MTG**

(7) (f)

**Meeting Date:** 12/21/2022

Consider/Approve External Grant Administration Services Contract with GrantWorks, Inc. for the CDBG-MIT MOD Grant

**Submitted For:** Titilayo Smith, Community Development/ Grant Admin

**Submitted By:** Titilayo Smith, Community Development/ Grant Admin

**Department:** Mayor's Office

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### **Information**

#### **ACTION REQUEST**

Consider / Approve Authorizing Grant Administration Services Contract with GrantWorks for the Community Development Block Grant-MIT Regional COG Method of Distribution Grant (CDBG-MIT MOD) for the City of Texas City.

#### **BACKGROUND (Brief Summary)**

Through the Regional Mitigation Program, Council of Governments Methods 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 General Land Office (GLO) encourages the prioritization of regional investments with regional impacts in risk reduction for hurricanes, tropical storms and depressions, flooding, wind, and other hazards to develop disaster-resistant infrastructure; upgrading of water, sewer, solid waste, communications, energy, transportation, health and medical, and other public infrastructure to address specific, identified risks; financing multi-use infrastructure; and green or natural mitigation infrastructure development.

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

The City of Texas City has been allocated \$8,012,027 under this program. The identified projects include the expansion of Carver and Sanders-Vincent Community Centers, as multi-use infrastructure, to include spaces that would be utilized as shelters to provide emergency response services in Texas City and the upgrading of sewer infrastructure specifically identified to be at-risk if the city were hit by hurricanes, tropical storms and depressions, or flooding.

On October 5, 2022, GrantsWorks was chosen by the City Commission to provide external grant administration services for the allocated funds. A fixed fee of \$436,692 is being proposed (5.45% of the grant allocation), which includes a profit of \$ \$26,638.

#### **RECOMMENDATION**

It is the recommendation of the Mayor that the City of Texas City enter into this agreement with GrantWorks, Inc. for the latter to provide external grant administration services for the CDBG-MIT MOD grant allocated to Texas City by the Texas General Land Office.

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### **Fiscal Impact**

**Funds Available Y/N:** Y

**Amount Requested:** \$436,692

**Source of Funds:** CDBG MIT-MOD Grant

**Account #:**

**Fiscal Impact:**

The Texas GLO's project delivery cap is 8% of the grant allocation. This agreement would only require the City to pay 5.45% of the grant allocation to GrantWorks, Inc. for external grant administration fees.

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### **Attachments**

Agreement

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# GRANT ADMINISTRATION SERVICES

## PART I - AGREEMENT

THIS AGREEMENT, EFFECTIVE ON THE DATE OF SELECTION BY THE CITY COMMISSION, MADE ON THE 5th DAY OF OCTOBER, 2022 BY AND BETWEEN THE CITY OF TEXAS CITY, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

### I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Regional Mitigation Method of Distribution (“MIT-MOD”) funds Contract Number TBD administered by the Texas General Land Office (“GLO”) for hazard mitigation against future disasters, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the “Services”).

### II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project’s administrative closure date, as defined by GLO, whichever is later.

### III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of four hundred thirty-six thousand six hundred and ninety-two dollars, (\$436,692) – 5.45% of the grant application in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

<b>Administrative Services Milestones</b>	<b>Fee</b>	<b>Progress</b>
Establish Files, Recordkeeping, and Financial Systems	\$ 42,669.20	10%
25% of Grant Funds Requested and Administration Activities to Date	\$ 85,338.40	20%
50% of Grant Funds Requested and Administration Activities to Date	\$ 106,673.00	25%
75% of Grant Funds Requested and Administration Activities to Date	\$ 85,338.40	20%
90% of Grant Funds Requested and Administration Activities to Date	\$ 85,338.40	20%
Close-out Documents Submitted	\$ 21,334.60	5%
	\$ 426,692.00	100%
<b>Administration SubTotal</b>	<b>\$ 426,692.00</b>	
<b>Environmental Services</b>	<b>Fee</b>	<b>Progress</b>
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 10,000.00	100%
<b>TOTAL</b>	<b>\$ 436,692.00</b>	

\*By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.

#### **IV. ADDITIONAL SERVICES**

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00).
1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
  2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
  3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
  4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
  5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
  6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

#### **V. CHANGES AND AMENDMENTS**

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

#### **VI. ASSIGNABILITY**

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

#### **VII. RECORDS AND AUDITS**

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

## VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the City's Grants Administrator will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT MOD program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Galveston County, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

**IX. TERMS AND CONDITIONS**

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and "Attachments A-E," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

**GrantWorks, Inc.**  
2201 Northland Drive  
Austin, TX 78756

**City of Texas City**  
1801 9<sup>th</sup> Ave N  
Texas City, Texas 77590

BY:



\_\_\_\_\_  
**Bruce J. Spitzengel**  
President

BY:

\_\_\_\_\_  
**Dedrick D. Johnson**  
Mayor

ATTEST:

BY:

\_\_\_\_\_  
**Rhomari Jackson**  
City Secretary

**GRANT ADMINISTRATION SERVICES  
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. **CONFLICTS OF INTEREST**

- A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
- B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).**

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. **GENERAL TERMS REGARDING THIRD-PARTY SERVICES**

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no

representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
  - A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - B. SECTION 504 REHABILITATION ACT OF 1973, as amended. The Consultant 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.
  - C. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
  - D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.
    - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
  - E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:
    - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant 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.
    - ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    - iii. The Consultant will not discourage 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 Consultant's legal duty to furnish information.

- iv. The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant 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.
- vii. In the event of the Consultant'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 Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- 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.
- B. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. 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;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. 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
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. 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 to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. 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.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- F. 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.
- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. 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 Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement 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).

14. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. 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. (2 CFR 200 Appendix II (F)).

16. ENERGY EFFICIENCY. The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant,

nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**19. GLO LOCAL INFRASTRUCTURE PROGRAM PROJECT DELIVERY FEE CAP.**

Total project delivery fees paid under this Contract, including any subcontracts, shall not exceed the GLO's cap of maximum rates based on the fixed rate pricing that is dependent upon the CDBG-MIT MOD final award amount at contract closeout. The percentage fee cap is outline in this Agreement in Part I. Section III. Compensation and Method of Payment. Project Delivery may include, but is not limited to, grant administrator fees, costs associated with environmental clearance and costs for in-house efforts. Any decrease in the total CDBG-MIT MOD award at final contract closeout, including those resulting from lower-than- anticipated construction costs or reduced project scope, will automatically adjust the total not-to-exceed fee owed to GrantWorks.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES  
PART III - SCOPE OF WORK**



**TEXAS GENERAL LAND OFFICE  
GRANT ADMINISTRATION SERVICES  
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED  
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS  
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE

## **SCOPE OF SERVICES REQUESTED**

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Mitigation Method of Distribution (“CDBG-MIT MOD”) statutory responsibilities related to hazard mitigation in connection with any potential federally declared disasters. Providers will assist in completion of CDBG-MIT MOD qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

## **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the hazard mitigation projects, including, but not limited to the following:

### **Pre-Funding Services**

Grant Administrator will develop project scope and complete CDBG-MIT MOD application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete hazard mitigation funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

### **Post-Funding Services**

Grant Administrator will administer, and complete infrastructure, utilities, housing and eligible projects approved for hazard mitigation funding. The selected administrative firm must follow all requirements of the Texas CDBG Mitigation MOD program.

## Grant Administration Services – General

### (a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with Client's system of record.
- iv. Will work with GLO's system of record.
- v. Provide monthly project status updates.
- vi. Funding release will be based on deliverables identified in Section 3.
- vii. Labor and procurement duties:
  - a. Provide all Labor Standards Officer (LSO) Services.
  - b. Ensure compliance with all relevant labor standards regulations.
  - c. Ensure compliance with procurement regulations and policies.
  - d. Maintain document files to support compliance.

### vii. Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- d. Implementation and coordination of Section 504 requirements.
- e. Program compliance.
- f. Ensure that fraud prevention and abuse practices are in place and being implemented.
- g. Prepare and submit all closeout documents.
- h. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- i. Assist in preparation of contract revisions and supporting documents including but not limited to:
  - Amendments/modifications,
  - Change orders.

### (b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and

to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

- vi. Reassignment scope alignment (if necessary).

## **Grant Administration Services – Infrastructure**

### a) Administrative Duties:

- i. Ensure program compliance including all CDBG-MIT MOD requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

### (b) Acquisition Duties\*:

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

### (c) Environmental Services

- i. Assist detailed scope of services
  - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
  - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
  - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
  - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, etc.;

- e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- g. Complete and submit the environmental review into GLO's system of record;
- h. At least one site visit to project location and completion of a field observation report
- i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

\*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.

**CITY COMMISSION REGULAR MTG**

**(7) (g)**

**Meeting Date:** 12/21/2022

Consider and take action on Resolution No. 22-XXX, approving the appointment of one Planning Board Alternate Member

**Submitted For:** Veronica Carreon, Transportation and Planning

**Submitted By:** Veronica Carreon, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 22-137 to approve Mayor Dedrick Johnson's recommendations to appoint Aric Owens as as alternate members to the City of Texas City Planning Board.

**BACKGROUND (Brief Summary)**

On November 2, 2022 the City Commission amended the Zoning Ordinance to create two positions for alternate members of the Planning Board. The amendment provides for appointment of the alternate members by the City Commission upon recommendatoin from the Mayor. Mayor Johnson recommends Aric Owens for appointment as a alternate member of the Planning Board. Aric Owens is a life long resident of Texas City and currently serves on the Zoning Commission. .

**RECOMMENDATION**

Aric Owens is recommended by Mayor Dedrick Johnson to the vacant position of alternate member of the Planning Board. Mr. Owens has accepted the offers to serve.

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**Fiscal Impact**

**Attachments**

Planning Board Alternate Members Resolution

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**RESOLUTION NO. 22- \_\_\_\_**

**A RESOLUTION APPROVING THE APPOINTMENTS OF ALTERNATE MEMBERS TO THE CITY OF TEXAS CITY PLANNING BOARD; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, on November 2, 2022 the City Commission adopted Ordinance 2022-28 which amended the Zoning Ordinance Section 160.105 to create two positions for alternates members of the Planning Board; and

**WHEREAS**, the two positions created for alternate members of the Planning Board are vacant; and

**WHEREAS**, Aric Owens and \_\_\_\_\_ are recommended to fill the vacancies by the Mayor and have accepted the offers to serve.

**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 appoints Aric Owens and \_\_\_\_\_ as alternate members of the Planning Board of the City of Texas City.

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

**PASSED AND ADOPTED this \_\_\_\_th 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:** 12/21/2022

2024 Freightliner Western Star 47SF with GapVax Body Purchase

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Approve the purchase of a 2024 Freightliner Western Star with GapVax Body, for the Utilities Department, from LoneStar Freightliner Group, LLC., via the BuyBoard Purchasing Cooperative contract # 601-19, for the total sum of \$482,885.05.

**BACKGROUND (Brief Summary)**

The equipment will be replacing the Utilities Department old GapVax truck. Funds are made available in the 2023 Sewer Capital Outlay budget. The BuyBoard worksheet is attached for you review.

**RECOMMENDATION**

It is the recommendation of the Public Works Department to award the purchase and delivery of this equipment from LoneStar Freightliner Group, LLC., via the BuyBoard Cooperative Purchasing Program contract # 601-19, for the total contract price of \$482,855.05. Thank you.

---

**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

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**CUSTOMER PURCHASE ORDER/BILL OF SALE**

**LONESTAR FREIGHTLINER GROUP, LLC**

4800 N IH 35  
WACO, TX 76705  
(254) 752-9735 \* (800) 299-3250 \* Fax (254) 754-4393

Customer Name: City of Texas City  
Address: 10 11th Street  
City, State, Zip: Texas City, TX  
Phone #'s.:

**BUYBOARD QUOTE CONTRACT: 601-19**  
Buyboard Fee Included

Date: 12/02/2022

Sales Rep: Jason Wade

N/U	YEAR	MAKE	MODEL	VIN	PRICE
New	2024	Western Star	47SF		\$ 136,500.00
			GapVax Body		\$ 346,385.05
					\$
					\$
					\$
<b>TOTAL</b>					<b>\$ 482,885.05</b>

Extras: \$  
**TOTAL EXTRAS \$ -**

**Insurance Included: (Customer Initial Below)**      **Taxes and Fees:**

Physical Damage \_\_\_\_\_ F.E.T. (If Used or Exempt, Enter 0) \_\_\_\_\_  
 Credit Life \_\_\_\_\_ Sales Tax (If Apportioned Tags, Enter 0) \_\_\_\_\_  
 GAP Insurance \_\_\_\_\_ Title Fee \_\_\_\_\_  
 Disability \_\_\_\_\_ License (If Apportioned Tags, Enter 0) \_\_\_\_\_  
 Extended Warranty \_\_\_\_\_  
 Documentary Fee \$ 250.00 \_\_\_\_\_  
 Other DOT INSPECTION \_\_\_\_\_  
 Other ROAD/BRIDGE FEE \_\_\_\_\_

**TOTAL TAXES AND FEES \$ -**

**TOTAL SALES PRICE \$ 482,885.05**

**Trade-in:**      Year      Make      Model      VIN

\_\_\_\_\_

TRADE ALLOWANCE: \_\_\_\_\_  
 PAYOFF AMOUNT: \$ \_\_\_\_\_  
**NET TRADE ALLOWANCE (EQUITY) \$ - \$ -**

Pay-off to: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 This PAY-OFF is good through: \_\_\_\_\_

**Payment:**      Cash With Order (non-refundable pending financing) \_\_\_\_\_ Quantity \_\_\_\_\_  
 Cash Down At Delivery \$ \_\_\_\_\_

**TOTAL DOWN \$ -**  
**BALANCE DUE AT DELIVERY \_\_\_\_\_**

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50.00 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW.

IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

**Purchaser Name:** \_\_\_\_\_ **By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Signature Required

**Dealer: LONESTAR FREIGHTLINER GROUP, LLC**

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Sales Rep.      General Manager's Approval

**RESOLUTION NO. 2022-138**

**A RESOLUTION AUTHORIZING THE PURCHASE A 2024 FREIGHTLINER WESTERN STAR WITH GAPVAX BODY, FOR THE UTILITIES DEPARTMENT, FROM LONESTAR FREIGHTLINER GROUP, LLC. THROUGH BUYBOARD CONTRACT NO. 601-19 IN THE AMOUNT OF \$482,885.05; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, this request is for the purchase of a 2024 Freightliner Western Star with GapVaxBody, for the Utilities Department, from LoneStar Freightliner Group, LLC.; and

**WHEREAS**, the Texas City Public Works Department requests authorization for the purchase through the BuyBoard Contract No. 601-19 in the amount of \$482,855.05. Funds are available in the FY22/23 Annual 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 authorizes the purchase of a 2024 Freightliner Western Star with GapVax Body, for the Utilities Department, from LoneStar Freightliner Group, LLC. through the BuyBoard Contract No. 601-19 in the amount of \$482,855.05, as set out on the quotes attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 21st day of December 2022.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (i)

**Meeting Date:** 12/21/2022

Ratify Acceptance of and Approval to Expend Grant Funds From Southeast Texas Housing Finance Corporation (SETH)

**Submitted For:** Titilayo Smith, Community Development/ Grant Admin

**Submitted By:** Titilayo Smith, Community Development/ Grant Admin

**Department:** Mayor's Office

**Information**

**ACTION REQUEST**

Ratify acceptance of and approval to expend \$50,000 in grant funds from SETH for affordable housing activities. Half of the grant (\$25,000) will be allocated to the extended contract for Housing Rehabilitation Specialist/Inspector services from Mainland Children's Partnership. The other half will be allocated to lead assessment and clearance fees for houses that are participating in the Housing Rehabilitation/Reconstruction Program that were built before 1978.

**BACKGROUND (Brief Summary)**

SETH contacted the City of Texas City informing the Mayor that funds were available for affordable housing related activities. Mayor Johnson submitted the application and the City has received payment from SETH in the amount of \$50,000.

**RECOMMENDATION**

It is recommended by the Grants Administrator that the acceptance of these grant funds and ability to expend be approved by the Commission.

**Fiscal Impact**

**Funds Available Y/N:** N/A

**Amount Requested:**

**Source of Funds:**

**Account #:**

**Fiscal Impact:**

Acceptance of these funds will allow for Rehabilitation Specialist/Inspection activities for the Housing Rehabilitation Program to continue through September 30, 2023. It will also allow for the City to complete HUD required lead assessment and clearance activities.

**Attachments**

Grant Application

Grant Check

Rehabilitation Specialist/Inspector Services Contract Amendment

Houston, Texas 77089  
1111 South Sam Houston Parkway East  
Southeast Texas Housing Finance Corporation  
Attn: Executive Director

PLEASE MAIL TO:

Authorized Signature: Dedrick D. Johnson  
 Print Name: Dedrick D. Johnson  
 Title: Mayer  
 Date: September 22, 2022

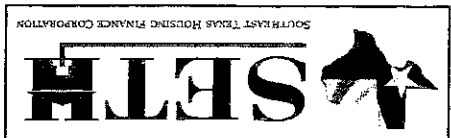
SETH OFFICE USE ONLY  
 SETH Board Member: Georgia Branson  
 Signature: Georgia Branson  
 Date: 9-28-22  
approved 11:58am

Amount of Funds Requested: \$50,000. (cannot exceed \$50,000)

Propose Use of Funds: (use additional sheets if necessary)  
to assist homeowners in low to Moderate Income Areas (LMI)  
in the Housing Rehabilitation/Records Truaction Program  
#25K -> Lead Assessment & Clearance Fees  
#25K Rehabilitation/Inspection Contract.  
 Anticipated Start Date: 10/1/22  
 Anticipated Completion Date: 9/30/23

Jurisdiction Name: City of Texas City  
 Physical Address: 1801 9th Ave North  
 City, Zip: Texas City, TX 77590  
 Mailing Address: P.O. Box 2608  
Texas City, TX 77592-2608  
 Contact Person: Dedrick D. Johnson  
 Telephone: 409-948-3111  
 Email Address: djohnson@texascitytx.gov  
 Alternate Contact: Jon Branson  
 Telephone: 409-948-3111  
 Email Address: jbranson@texascitytx.gov

APPLICATION FOR FUNDS

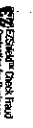


**SOUTHEAST TEXAS HOUSING  
FINANCE CORPORATION**

OPERATING ACCOUNT  
11111 SOUTH SAM HOUSTON PKWY E  
HOUSTON, TEXAS 77089  
(281) 484-4663

Wells Fargo Bank, N.A.

37-65/1119



21144

PAY TO THE  
ORDER OF

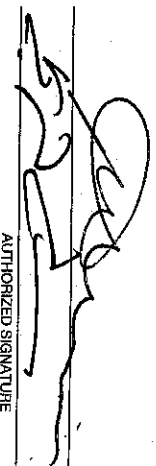
Fifty Thousand and 00/100 Dollars

10/3/2022

\$ 50,000.00

DOLLARS

City of Texas City  
1801 9<sup>th</sup> Avenue North  
Texas City, Texas 77590

  
AUTHORIZED SIGNATURE

MEMO

⑆021114⑆ ⑆111900659⑆ 7680826869⑆

SOUTHEAST TEXAS HOUSING FINANCE CORPORATION  
OPERATING ACCOUNT

21144

10/3/2022

Southeast Texas Housing Finance Corporation \$ 50,000.00  
Grant Funding – Program 7

Account Coding: 8853-20-120 \$ 50,000.00

**AMENDMENT TO CONTRACT  
FOR REHABILITATION SPECIALIST/INSPECTOR SERVICES**

This Amendment to Contract for Rehabilitation Specialist/Inspector Services (“Amendment”) is made and entered into this 1<sup>st</sup> day of October 2022, by and between the City of Texas City, Texas, hereinafter referred to as the (“City”) and Mainland Children’s Partnership, Inc. d/b/a Galveston County Long Term Recovery Group (“Contractor”) herein referred to as the Contractor, for and in consideration of the mutual covenants and considerations hereinafter contained.

**RECITALS**

WHEREAS, the City, through its Community Development Department (CDD) and Mainland Children’s Partnership, Inc. d/b/a Galveston County Long Term Recovery Group (“GCLTRG”) entered into an agreement on January 24, 2022 (“Agreement”) to provide Rehabilitation Specialist/Inspector services on a part-time (as needed) basis (“Services”) to be paid from the City’s CDBG allocation from HUD under the Housing Rehabilitation/Reconstruction Program;

WHEREAS, the Agreement provided that the term could be extended up to one (1) year in the event the City still has, receives additional CDBG funds or other sources of funds;


WHEREAS, the City has received SETH funds and therefore requests additional Services be provided by Contractor under the same terms and conditions contained in the Agreement;

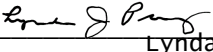
THEREFORE, the term of the Agreement is extended to September 30, 2023 and all other terms and conditions of the Agreement remain the same.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed on their behalf as of the day of the year first above written.

**CITY:**

**CONTRACTOR:**

DocuSigned by:  
  
By: Dedrick Johnson  
8253857236FC48...  
Title: Mayor  
Date: 10/3/2022

DocuSigned by:  
  
By: Lynda Perez  
99BDD8724D8146E...  
Title: Executive Director  
Date: 10/3/2022

**CITY COMMISSION REGULAR MTG**

(7) (j)

**Meeting Date:** 12/21/2022

Oils and Lubricant Annual Contract

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Approve the use of Arnold Oil, via BuyBoard contract # 629-20, as the vendor for this contract.

**BACKGROUND (Brief Summary)**

As our annual purchases for this contract exceed \$50,000.00, we feel it necessary to bring this matter before the City Commission. A letter of recommendation is attached for you review.

**RECOMMENDATION**

It is the recommendation of the Public Works Department to use Arnold Oil Company via the Buyboard Contract # 629-20, as our primary vendor for our annual oil and lubricant needs. Thank you.

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**Fiscal Impact**

**Attachments**

Exhibit A

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## Mike McKinley

---

**From:** Chris Sonnier  
**Sent:** Tuesday, December 13, 2022 4:51 PM  
**To:** Mike McKinley  
**Cc:** Jack Haralson  
**Subject:** Lubricants Contract.

Mike,

Regarding the Lubricants Contract, I recommend we abandon the bid process this year. We tend to have a lot of ongoing problems with all suppliers, and I spend too much time verifying whether new lubricants match our specs.

I found that we can buy from Arnold Oil Company in Houston under the Buy Board 629-20 purchasing agreement. I have checked their prices and they are very competitive with the lowest prices offered by the bidders in our recent bid package. They are a Chevron Distributor and offer a wide range of lubricants with the ability to obtain the unusual products we sometimes require. I intend to begin purchasing from them. If Arnold Oil Company's prices or service prove to be unsatisfactory, we can revert to the contract/bidding process later.

Best Regards,

Chris J Sonnier  
Public Works Fleet Supt.  
409-643-5891  
Cell 409-682-6789



**CITY COMMISSION REGULAR MTG**

**(7) (k)**

**Meeting Date:** 12/21/2022

Engineering Services for the Lift Stations No. 21 and 25 Rehabilitation Project

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Approve the execution of an engineering agreement with ARKK Engineers, LLC., for the Lift Stations 21 and 25 Rehabilitation Project.

**BACKGROUND (Brief Summary)**

ARKK Engineers, LLC. has submitted an Agreement For Services, for the engineering services necessary for the Lift Stations No.21 and 25 Rehabilitation Project, not to exceed \$186,826.00. Funds are made available for this project in the City of Texas City 2022/2023 Annual Budget. A copy of this agreement is attached for your review.

**RECOMMENDATION**

It is the recommendation of the Public Works Department that the City Commission approve a resolution authorizing the Mayor to execute the Agreement For Services with ARKK Engineers, LLC. on behalf of the City Commission for the Lift Stations No. 21 and 25 Rehabilitation Project. Thank you.

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**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

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THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

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

**WITNESSETH:**

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Lift Station No. 21 and 25 Rehabilitation Project**" ("Project").

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

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

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

5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$186,826** for Design Services and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts

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

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC  
Consultant

BY: Madhu Kilambi

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

CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_

Director of Finance



## ATTACHMENT "A"

December 13, 2022

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's "**Lift Stations 21 and 25 Rehabilitation**" Project

Dear Mr. Ballast:

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

### **GENERAL OVERVIEW**

This project involves rehabilitation of two lift stations (Lift Station #21 and Lift Station #25) located in the City of Texas City. The improvements proposed at these lift stations include:

#### **Lift Station # 21**

The existing lift station #21 is located in a rear lot easement off Blue Jay in West Texas City. The wet well is 4' diameter, and the flow rate is approximately 190 gallons per minute. The force main is 4-inch diameter. The scope of work will be to keep the existing wet well, existing pumps but to install a new control panel and electric service by Texas New Mexico Power (TNMP). The new electric service at Lift Station No. 21 will also include the necessary switchgear to meet service standards including a manual transfer switch for connection to a portable generator if necessary. The existing fence will be replaced and the interior of the lift station will be paved. A new access road from Blue Jay Street will be constructed. The wet well was rehabilitated in 2013-2014 and appears to be in fair condition and therefore will not be rehabilitated as part of this project.

#### **Lift Station # 25**

The existing lift station #25 is located adjacent to the street right of way of Loch Haven Drive in West Texas City. The existing station is in a Gorman Rupp Doghouse configuration, and will be converted to a submersible pump station. The wet well is 10' diameter, and the flow rate is

approximately 270 gallons per minute. The existing force main is 8-inch diameter. The scope of work will be to keep the existing wet well, but to demolish the doghouse and suction lift pumps. All new submersible pumps, hardware, piping, fence will be installed. The interior of the lift station site will be paved and the existing control panel will be modified to meet City's current standards. The wet well was rehabilitated in 2013-2014 and appears to be in fair condition and therefore will not be rehabilitated as part of this project.

The project budget allocated for improvements to lift station #21 and lift station #25 is **\$1,270,000**, which includes construction costs, engineering, construction phase services, and other costs.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying, and other services necessary to support the project. The two lift stations will be bid as one construction package. The proposal is separated into Basic Services (expected normal engineering services) and Special Services.

During construction of the project, ARKK will provide a project representative to observe the progress of construction. The project representative will observe the progress of construction in conjunction with other on-going City projects with support from City's inspection services team. Therefore, full time inspection by ARKK Engineers personnel is not included in this proposal. A budget for inspection services is included in this proposal.

The following section details the scope of engineering services proposed for this Project.

## **SCOPE OF WORK**

### **I. DESIGN PHASE SERVICES**

#### **A. Basic Services - Design Phase**

- Perform field reconnaissance and measurements of the lift station site geometry to verify the wet well dimensions and other information that would impact design and construction.
- Prepare project specifications, civil drawings, electrical drawings, and structural drawings, and bid documents based on the anticipated improvements.
- Coordinate with lift station contractors for constructability review and comments.
- Provide two (2) draft sets of 60% plan drawings to the City for review and comments.
- Incorporate comments into the bid documents.

- Provide two (2) draft sets of 90% plan drawings and specifications to the City for review and comments.
- Incorporate comments from the City into the final bid documents.
- Prepare a final cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.
- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

## **B. Special Services - Design Phase**

### **1. Topographic Surveying Services**

- Conduct topographic survey of the lift station sites and +/- 20' around the perimeter, of the project area.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

### **2. Geotechnical Services**

- Geotechnical services are not proposed for this project.

### **3. Reproduction**

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports beyond the two (2) sets of construction documents provided (as listed in the design services) to the City.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

## **II. BID PHASE SERVICES**

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

### **III. CONSTRUCTION PHASE SERVICES**

#### **A. Basic Services – Construction Administration**

- Conduct a pre-construction conference for the project.
- Assist the City's Project representative during the construction phase.
- Review and respond accordingly to submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, coordinate the completed work with City representative, and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be

responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Prepare a set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

#### **B. Special Services – Construction Support Services**

- Provide a project representative to periodically observe the progress of construction activities and to assist in the interpretation of plans and specifications.
- This budget for this proposal is based on the project representative being on-site an average of 8 - 10 hours per week during the active construction periods of the construction contract. The anticipated construction contract duration for the project is estimated to be 180 calendar days.
- The project representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- This support will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

**FEE**

Design Services (Civil & Mechanical)- Lump Sum Amount of:	\$86,375.00
Design Services (Electrical & Structural)- Lump Sum amount of:	\$18,000.00
Topographic Surveying - Subcontractor's Cost plus 10%:	\$10,076.00
Reproduction Budget – Lump Sum Amount of:	\$ 1,250.00
Bid Phase Services - Lump Sum Amount of:	\$ 3,750.00
Construction Administration Services (Civil & Mechanical) - Lump Sum Amount of:	\$ 25,825.00
Construction Administration Services (Electrical/ Structural) - Lump Sum Amount of:	\$6,800.00
Construction Support Services Budget: (Hourly and cost plus 10%, plus \$35 daily vehicle cost)	\$ 29,750.00
Construction Material Testing Budget - Cost plus 10%:	\$5,000.00
<hr/>	
<b>Total Fee</b>	<b>\$186,826.00</b>

The anticipated construction contract duration for the project is estimated to be 180 calendar days. The construction support services budget is based on providing a project representative an average of 8 to 10 hours per week during construction. The budget includes hourly costs for a project representative, and supervisory services, and vehicle charges. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

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

Sincerely,

ARKK ENGINEERS, LLC



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

cc: Mr. Jack Haralson – City of Texas City

## ATTACHMENT "B"

### INSURANCE LIMITS

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

**RESOLUTION NO. 2022-141**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR LIFT STATIONS 21 AND 25 REHABILITATION PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for the Lift Stations 21 and 25 Rehabilitation Project; and

**WHEREAS**, ARKK Engineers, LLC, has submitted an Agreement for Service of the Lift Stations 21 and 25 Rehabilitation Project; and

**WHEREAS**, the cost for the Engineering Service Agreement is approximately \$186,826.00.

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

**SECTION 1:** That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the Lift Stations 21 and 25 Rehabilitation Project.

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

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

**PASSED AND ADOPTED this 21st day of December 2022.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (I)

**Meeting Date:** 12/21/2022

Replacement of 40 Year Old Generators at Pump Stations

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Approve the purchase and replacement of the generators at both rainwater pump stations.

**BACKGROUND (Brief Summary)**

The generators at both pump stations are approximately 40 years old and should be replaced. Attached you will find a quote for each from Land and Sea Services a BuyBoard Purchasing Cooperative member that we have used successfully many times via contract # 657-21. Pump Station A is an 80KW and replacement will cost \$112,500.00 Pump Station B is a 100KW and replacement will cost \$137,500.00 Funds are made available for this purchase via the City of Texas City 2022/2023 Annual Budget.

**RECOMMENDATION**

It is the recommendation of the Public Works Department that the replacement of these two generators, by Land and Sea, be approve for the amounts listed. Thank you.

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**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

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**Land & Sea Services 1, INC.**

La Marque, TX 77568

**Proposal****Buy Board Contract Name**Building Maintenance, Repair, and  
Operations Supplies and Equipment 657-21**Proposal Date:** 5/20/2021**Proposal #:** 30985**Project:** 30985-RAINWAT...**Bill To:**CITY OF TEXAS CITY  
ATTN: ACCOUNTS PAYABLE  
1801 9TH AVE NORTH  
TEXAS CITY TX 77590

Item	Description	Est. Hours/Qty.	Rate	Total
GENERATOR	RAINWATER PUMP A EMERGENCY GENERATOR 80KW GENERATOR INSTALLATION INCLUDED REMOVED OLD GEN SET AND INSTALL NEW TIE INTO EXISTING AIR PLENUM AND LOUVERS GENERATOR WILL HAVE SUBBASE DAY TANK WITH FLOAT FROM EXISTING ELEVATED TANK	1	112,500.00	112,500.00
	NOTE: PRICE DOES NOT INCLUDE NEW RACOR PRIMARY FILTERS IF NEEDED			
			<b>Total</b>	<b>\$112,500.00</b>

**Land & Sea Services 1, INC.**

La Marque, TX 77568

**Proposal****Buy Board Contract Name**Building Maintenance, Repair, and  
Operations Supplies and Equipment 657-21**Proposal Date:** 5/20/2021**Proposal #:** 30986**Project:** 30986-RAINWAT...**Bill To:**CITY OF TEXAS CITY  
ATTN: ACCOUNTS PAYABLE  
1801 9TH AVE NORTH  
TEXAS CITY TX 77590

Item	Description	Est. Hours/Qty.	Rate	Total
GENERATOR	RAINWATER PUMP B EMERGENCY GENERATOR 100KW GENERATOR INSTALLATION INCLUDED REMOVED OLD GEN SET AND INSTALL NEW TIE INTO EXISTING AIR PLENUM AND LOUVERS GENERATOR WILL HAVE SUBBASE DAY TANK WITH FLOAT FROM EXISTING ELEVATED TANK	1	137,500.00	137,500.00
	NOTE: PRICE DOES NOT INCLUDE NEW RACOR PRIMARY FILTERS IF NEEDED			
			<b>Total</b>	<b>\$137,500.00</b>



ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (m)**

**Meeting Date:** 12/21/2022

A Resolution of Concurrence regarding construction speed zones on SH-146 inside the Texas City Limits

**Submitted For:** Veronica Carreon, Transportation and Planning

**Submitted By:** Veronica Carreon, Transportation and Planning

**Department:** Transportation and Planning

**Information**

**ACTION REQUEST**

TxDOT requests concurrence from Texas City for construction speed zones inside the City limits as indicated on the attached exhibit and as follows:

1. Reduce from 50 mph to 40 mph for SH 146 from Jackson Ave to Chase Park Dr.
2. Reduce from 60 mph to 50 mph for SH 146 from Chase Park Dr to Avenue R.
3. Reduce from 65mph to 55 mph for SH146 from Avenue R to 0.4 miles south of Dickinson Bayou

**BACKGROUND (Brief Summary)**

The Texas Department of Transportation (TxDOT) is designing and plans to construct the SH-146 Widening Project from FM 518 to Dickinson Bayou, the scope of the project being reconstructing and widening SH-146 from a 4-lane roadway with a center two-way left turn lane to a 6-lane roadway with an overpass at SH-96, and reconstructing of SH-96, FM 646, and FM5 17 intersections. The reduced speed zones will commence when construction commences and remain in effect until the construction project is complete and accepted by TxDOT. TxDOT's contractor will remove and replace the speed limti signs and install all other traffic control. No expense or action required from Texas City.

**RECOMMENDATION**

Staff have reviewed the request and concur in the recommended reduction in the construction zone speed limits.

**Fiscal Impact**

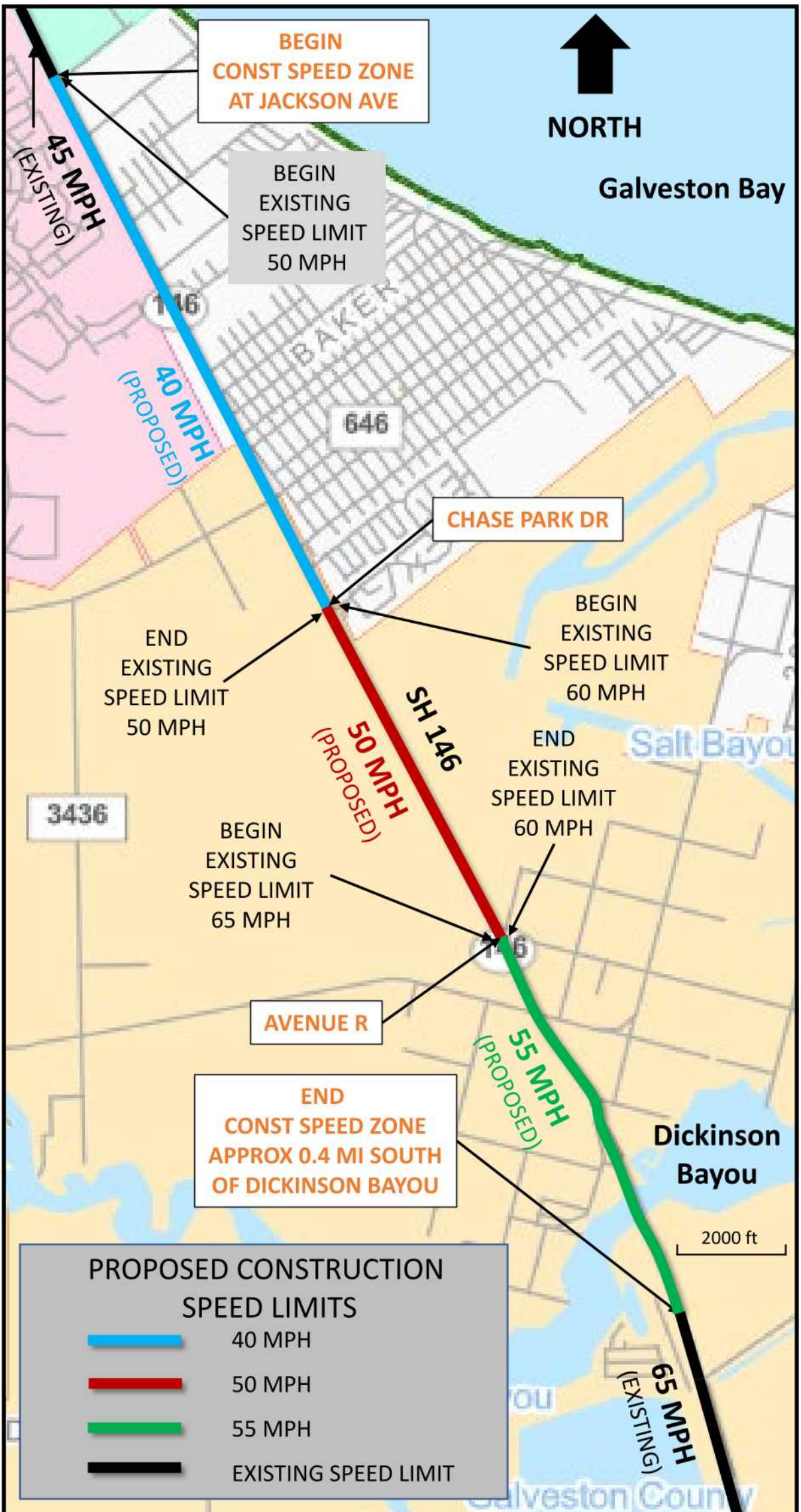
**Attachments**

SH-146 Map

Resolution

# SH 146 Construction Speed Limits (Proposed)

CSJ (0389-06-088)



**RESOLUTION NO. 2022-143**

**A RESOLUTION OF CONCURRENCE REGARDING CONSTRUCTION SPEED ZONES ON STATE HIGHWAY 146 INSIDE THE TEXAS CITY LIMITS AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the Texas Department of Transportation (TxDOT) is designing and plans to construct the SH 146 Widening Project from FM 518 to Dickinson Bayou, the scope of the project being reconstructing and widening SH 146 from a 4-lane roadway with a center two-way left turn lane to a 6-lane roadway with an overpass at SH 96, and reconstructing of SH96, FM 646, and FM517 intersections; and

**WHEREAS**, the project is currently scheduled to let for bids in May 2023; and,

**WHEREAS**, TxDOT requests concurrence from Texas City for construction speed zones inside the City Limits as indicated on the attached exhibit and as follows:

- 1) Reduce from 50 mph to 40 mph for SH 146 from Jackson Ave to Chase Park Dr.
- 2) Reduce from 60 mph to 50 mph for SH 146 from Chase Park Dr to Avenue R.
- 3) Reduce from 65mph to 55 mph for SH146 from Avenue R to 0.4 miles south of Dickinson Bayou

**WHEREAS**, the reduced speed limits will be made effective upon the commencement of construction activities at the site and remain in effect until construction is complete; and

**WHEREAS**, the contractor working for TxDOT will remove and replace the speed limit signs and provide all necessary traffic controls to implement the reduction in speed limit at no cost to Texas City; and

**WHEREAS**, staff have reviewed the request and concur in the recommended reduction in the construction zone speed limits.

**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 concurs in the reduction of the construction zone speed limits are requested and recommended by TxDOT.

**PASSED AND ADOPTED this 21st day of December 2022.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney