

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, DECEMBER 20, 2023- 5:00 P.M.
Charles T. Doyle Convention Center
2010 5th 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) Recognition of the following:

Sergeant Mickey House was promoted to the rank of Lieutenant.
Sergeant Bradley Macik was promoted to the rank of Lieutenant.
Officer Brandon Shives was promoted to the rank of Sergeant.
Officer Jeffrey Winstead was promoted to the rank of Sergeant.
Cadet Zachary Bright was sworn in as a Probationary Police Officer.
Cadet Albert Garza was sworn in as a Probationary Police Officer.
Cadet Deandra Moore was sworn in as a Probationary Police Officer.

(b) Promotions:

- 1. Julio Campana – Captain
- 2. Andrew Blue – Captain
- 3. Jonathan Lee – Captain
- 4. Jason Brown – Captain
- 5. Charles Barkman – Captain
- 6. Samuel Bowler – Engineer
- 7. Stephen Stanfel – Engineer
- 8. Ian Chase – Engineer
- 9. Christopher Martinez – Engineer
- 10. Jonathan Zelaya – Engineer
- 11. John Tudor – Engineer

(5) PUBLIC COMMENTS

(6) CONSENT AGENDA

- (a) Approve City Commission Minutes for December 6, 2023 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2023-138, approving the purchase and replacement of generators for Lift Stations No. 10 and No. 30 by Land & Sea Services 1, Inc., via BuyBoard (Contract No. 657-21) - a local purchasing cooperative. (Public Works)
- (c) Consider and take action on Resolution No. 2023-139, appointing Phil Roberts to the Texas City Economic Development Corporation's Board of Directors. (City Secretary)
- (d) Consider and take action on Resolution No. 2023-140, authorizing the purchase and delivery of a 2024 F450 box truck from Chastang Ford, Houston, Texas through BuyBoard (Contract No. 724-23) - a local purchasing cooperative. (Recreation and Tourism)
- (e) Consider and take action on Resolution No. 2023-141, authorizing an agreement between the City of Texas City and Bureau Veritas North America, Inc. for a Standard Professional Services Agreement. (City Engineer)
- (f) Consider and take action on Resolution No. 2023-142, approving the engagement of Traff Data & Associates, Inc. for professional traffic engineering services as needed for review and recommendations regarding traffic studies, planning, and reviews in Texas City. (City Engineer)

(7) REGULAR ITEMS

- (a) Consider and take action on the third and final reading of Ordinance No. 2023-43, amending the Texas City Code of Ordinances entitled "General Regulations", Chapter 90: "Streets Sidewalks and Other Public Places" to adopt and become effective upon its final reading. (City Engineer)

(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 15, 2023, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 12/20/2023

Police Promotions and Cadet Graduation

Submitted For: Clay Pope, Police Department **Submitted By:** Clay Pope, Police Department

Department: Police Department

Information

ACTION REQUEST

Acknowledgment of police promotions, police cadet graduation, swearing in.

BACKGROUND (Brief Summary)

On October 10th, 2023, the Texas City Police Department administered a promotional exam for the ranks of Sergeant and Lieutenant. As a result of their performance during these exams, the following four individuals were promoted:

- Sergeant Mickey House was promoted to the rank of Lieutenant.
- Sergeant Bradley Macik was promoted to the rank of Lieutenant.
- Officer Brandon Shives was promoted to the rank of Sergeant.
- Officer Jeffrey Winstead was promoted to the rank of Sergeant.

During the 2023 fall semester, cadets from the Texas City Police Department attended the Basic Law Enforcement course at Alvin Community College. On December 11, 2023, all three cadets graduated from the academy, passed the state examination, and were subsequently sworn in as Probationary Police Officers.

- Cadet Zachary Bright was sworn in as a Probationary Police Officer.
- Cadet Albert Garza was sworn in as a Probationary Police Officer.
- Cadet Deandra Moore was sworn in as a Probationary Police Officer.

RECOMMENDATION

Recognition of the following:

- Sergeant Mickey House was promoted to the rank of Lieutenant.
 - Sergeant Bradley Macik was promoted to the rank of Lieutenant.
 - Officer Brandon Shives was promoted to the rank of Sergeant.
 - Officer Jeffrey Winstead was promoted to the rank of Sergeant.
 - Cadet Zachary Bright was sworn in as a Probationary Police Officer.
 - Cadet Albert Garza was sworn in as a Probationary Police Officer.
 - Cadet Deandra Moore was sworn in as a Probationary Police Officer.
-

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 12/20/2023

Employee Promotions

Submitted For: David Zacherl, Fire Department

Submitted By: Cynthia Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Promotions:

1. Julio Campana – Captain
2. Andrew Blue – Captain
3. Jonathan Lee – Captain
4. Jason Brown – Captain
5. Charles Barkman – Captain
6. Samuel Bowler – Engineer
7. Stephen Stanfel – Engineer
8. Ian Chase – Engineer
9. Christopher Martinez – Engineer
10. Jonathan Zelaya – Engineer
11. John Tudor – Engineer

BACKGROUND (Brief Summary)

Employee promotions

RECOMMENDATION

Employee Promotions.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 12/20/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for December 6, 2023 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, DECEMBER 6, 2023 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, DECEMBER 6, 2023, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

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

Absent: DeAndre' Knoxson, Commissioner District 1
Felix Herrera, Commissioner District 2

2. INVOCATION

Led by Pastor Tim Frankin of The Connection Church.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Dedrick D. Johnson.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Fabian Aguilera	Sanitation	12/03/2013	10 years
Daniel Swaney	Fire	12/02/2013	10 years
Greg Garrett	Fire	12/08/2008	15 years
Christopher Ham	Police	12/01/2008	15 years
Melvin Thompson	Municipal Court	12/28/1998	25 years

b. Awarding Texas City Scavenger Hunt Winners.

Derek Miller, Multimedia Specialist, stated in third place, winning \$200, Crystal Truitt. Shea Lucas came in second place with \$300. And finally, our first-place winner -- who was also our third-place winner from last year, Sandra Torres.

5. REPORTS

- a. Utilities Customer Service (Water Billing)

Irene Fattig, Water Billing Supervisor, gave a PowerPoint presentation.

6. PUBLIC COMMENTS

7. CONSENT AGENDA

Commissioner At-Large Abel Garza, Jr. made a motion to approve Consent Agenda items a, b, c, and d. The motion was seconded by Commissioner District 4 Jami Clark.

- a. Approve City Commission Minutes for the November 15, 2023 meeting. (City Secretary)

Vote: 5 - 0 CARRIED

- b. Consider and take action on Resolution No. 2023-135, Consent to Annexation into Galveston County Municipal Utility District No. 79. (City Engineer)

This item was pulled by Mayor Dedrick D. Johnson and removed from the agenda.

- c. Consider and take action on Resolution No.2023-136, approving and awarding the purchase of a John Deere 2550 Triplex Greens Mower for the Bayou Golf Course from Deere & Company through Buyboard (Contract No. 706-23) - local government purchasing cooperative. (Recreation and Tourism)

Vote: 5 - 0 CARRIED

- d. Consider and take action on Resolution No. 2023-137, appointing an interim Finance Director. (Mayor's Office)

Vote: 5 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on the second reading of Ordinance 2023-43, amending the Texas City Code of Ordinances entitled "General Regulations," Chapter 90: "Streets Sidewalks and Other Public Places" to adopt and become effective upon its final reading. (City Engineer)

Kim Golden, City Engineer, stated that this change is recommended to conform with existing city policies regarding the construction and maintenance of city streets by Public Works and the operation of fire engines and aerial apparatus on solid surfaced roadways defined as asphalt or concrete surface pavement.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 3 Dorthea Jones Pointer

Vote: 5 - 0 CARRIED

9. ADJOURNMENT

Having no further business, Commissioner District 3 Dorthea Jones Pointer made a MOTION to ADJOURN at 5:46 p.m.; the motion was SECONDED by Mayor Pro Tem Thelma Bowie. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 12/20/2023

Lift Stations # 10 and # 30 Generator Replacement

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

Department: Public Works

Information

ACTION REQUEST

Approve the purchase and replacement of generators for lift stations # 10 and # 30 by Land & Sea Services 1, Inc., via BuyBoard contract # 657-21.

BACKGROUND (Brief Summary)

These two lift station generators are scheduled for replacement in the 2023/2024 budget year and funds have been made available for this expense. These are "long lead time" items (58 - 60 weeks), so it is imperative that we get these on order as soon as possible.

Lift Station # 30 generator is quoted at \$299,753.00 for the total replacement cost.
Lift Station # 10 generator is quoted at \$257,978.00 total the total replacement cost.

The total replacement cost for both generators is \$557,731.00.

Attached for your review are quotes from Land & Sea Services 1, Inc. in La Marque, Texas, and their BuyBoard Contract # is 657-21.

RECOMMENDATION

It is the recommendation of the Public Works Department that the Commission approve the purchase/replacement of these generators.

Fiscal Impact

Attachments

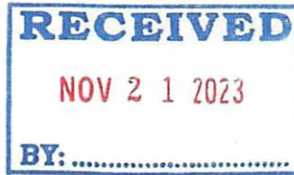
Exhibit A
Resolution

Land & Sea Services 1, INC.
 La Marque, TX 77568

Proposal

Proposal Date: 11/21/2023
 Proposal #: 33634
 Project: 33634-LIFT STAT...

Bill To:
 CITY OF TEXAS CITY
 ATTN: ACCOUNTS PAYABLE
 1801 9TH AVE NORTH
 TEXAS CITY TX 77590



BuyBoard 657-21

Description	Est. Hours/Qty.	U/M	Rate	Total
LIFT STATION #30				
LABOR	1		20,000.00	20,000.00
REMOVE REPLACE GENERATOR PLUMB GAS LINE TO GEN				
FREIGHT	1		8,000.00	8,000.00
500KW NG OPEN UNIT	1		250,753.00	250,753.00
Crane Fee	1		8,000.00	8,000.00
ELECTRICAL	1		7,000.00	7,000.00
BATTERY, CHARGER & FLUIDS	1		1,000.00	1,000.00
REPLACE & MODIFY SHROUD	1		5,000.00	5,000.00
CUMMINS HAS A 58-60 WEEK PRODUCTION TIME				
Total				\$299,753.00

Land & Sea Services 1, INC.
 La Marque, TX 77568

Proposal

Proposal Date: 11/21/2023

Proposal #: 33647

Project: 33647-LIFT STAT...

Bill To:

CITY OF TEXAS CITY
 ATTN: ACCOUNTS PAYABLE
 1801 9TH AVE NORTH
 TEXAS CITY TX 77590



Buy Board 657-21

Description	Est. Hours/Qty.	U/M	Rate	Total
LIFT STATION #10				
LAND LABOR MECHANIC REMOVE AND REPLACE GEN PLUMB IN USING SAME DAY TANK 600KW CUMMINS DIESEL	1		20,000.00	20,000.00
FREIGHT	1		8,000.00	8,000.00
ELECTRICAL	1		7,000.00	7,000.00
Crane Fee	1		8,000.00	8,000.00
BATTERY, CHARGER & FLUIDS	1		1,000.00	1,000.00
REPLACE & MODIFY SHROUD	1		5,000.00	5,000.00
CUMMINS HAS A 58-60 WEEK PRODUCTION TIME				
Total				\$257,978.00

RESOLUTION NO. 2023-138

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE AND REPLACEMENT OF GENERATORS FOR THE CITY OF TEXAS CITY'S LIFT STATIONS NO. 10 AND 30; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department is requesting approval for the purchase and replacement of generators for the City of Texas City's Lift Stations No. 10 and 30; and

WHEREAS, the two lift station generators will be purchased through BuyBoard (Contract No. 657-21) from Land & Sea Services 1, Inc.; and

WHEREAS, the total cost, as set out on the attached proposal is \$557,731.00 and funds are available in the 2023/2024 budget.

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

SECTION 1: That the City Commission hereby approves the purchase and replacement of generators for the City of Texas City's Lift Stations No. 10 and 30 from Land & Sea Services 1, Inc. through BuyBoard (Contract No. 657-21).

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

PASSED AND ADOPTED this 20th day of December 2023.

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

(6) (c)

Meeting Date: 12/20/2023

Appointment of Phil Roberts to TCEDC

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

To appoint Phil Roberts to the Texas City Economic Development Corporation Board of Directors.

BACKGROUND (Brief Summary)

A vacancy on the Board needs to be filled to have a full quorum.

RECOMMENDATION

It is the recommendation of Mayor Dedrick D. Johnson and Economic Development Director Kristin Edwards to appoint Phil Roberts to the Texas City Economic Development Corporation Board of Directors.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2023-139

A RESOLUTION APPOINTING PHIL ROBERTS TO THE BOARD OF DIRECTORS FOR THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Economic Development Corporation (TCEDC) is composed of five (5) members; and

WHEREAS, there is one vacancy on the City's TCEDC as Bruce Clawson resigned; and

WHEREAS, in order to continue the uninterrupted and efficient operation of the TCEDC, it is necessary for the Mayor of the City of Texas City to appoint a member to fill the remainder of the term for the vacated position; and

WHEREAS, it is recommended that Phil Roberts replace Bruce Clawson as a Board Member.

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

SECTION 1: That the City Commission of the City of Texas City hereby appoints Phil Roberts to the Texas City Economic Development Corporation's Board of Directors.

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

PASSED AND ADOPTED this 20th day of December 2023.

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

(6) (d)

Meeting Date: 12/20/2023

Purchase and Delivery of 2024 F450 Box Truck for Recreation and Tourism

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

Department: Public Works

Information

ACTION REQUEST

Approve the purchase and delivery of a 2024 F450 box truck for Recreation and Tourism.

BACKGROUND (Brief Summary)

This purchase would come from Chastang Ford in Houston, Texas via BuyBoard contract # 724-23 for the total purchase price of \$75,998.00, and would replace our current 2009 F350 box truck. This purchase was a carry over from 2022 / 2023 and funds are made available in the 2023 / 2024 annual budget.

A copy of the quote is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Work Department and the Recreation and Tourism Department that the purchase of the 2024 F450 box truck be approved for the total purchase price of \$75,998.00 from Chastang Ford via BuyBoard Contract # 724-23.

Thank you.

Fiscal Impact

Attachments

Exhibit A
Resolution



Prepared by: Ed Miller

11/09/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F4G)

Price Level: 420 | Quote ID: TXCTY24F4G

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F4G	Base Vehicle Price (F4G)	\$52,925.00
Packages		
650A	Order Code 650A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail. - 4.88 Axle Ratio - GVWR: 16,500 lb Payload Package - Tires: 225/70Rx19.5G BSW A/P - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.</i>	Included
X48	4.88 Axle Ratio	Included
STDGV	GVWR: 16,500 lb Payload Package	Included
Wheels & Tires		
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Prepared by: Ed Miller
11/09/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F4G)

Price Level: 420 | Quote ID: TXCTY24F4G

As Configured Vehicle (cont'd)

Code	Description	MSRP
512	Spare Tire & Wheel Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack	\$350.00

Seats & Seat Trim

A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
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Other Options

PAINT	Monotone Paint Application	STD
169WB	169" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>	Included
61J	6-Ton Hydraulic Jack	Included
86M	Dual 68 AH/65 AGM Battery	\$210.00
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00
18B	Platform Running Boards	\$320.00
59H	Center High-Mounted Stop Lamp (CHMSL)	N/C
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00

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Prepared by: Ed Miller

11/09/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F4G)

Price Level: 420 | Quote ID: TXCTY24F4G

As Configured Vehicle (cont'd)

Code	Description	MSRP
91S	Amber 360-Degree Dual Beacon LED Warning Strobes <i>Pre-installed.</i>	\$650.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty	N/C
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Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

425	50-State Emissions System	STD
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Exterior Color

Z1_01	Oxford White	N/C
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Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
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Upfit Options

Buy Board	Buy Board Fee CONTRACT 724-23 CONTRACT 601-19	\$400.00
ALIGN	FRONT END ALIGNMENT	\$299.00
12dry	Install a 12' Dry Freight Box and Liftgate per quote	\$18,770.00
ANGLE	FREIGHT FROM BODY COMPANY	\$500.00
90 UP	90 DAYS FLOOR PLAN INTEREST DURING UPFIT	\$1,485.00

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Prepared by: Ed Miller
11/09/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F4G)

Price Level: 420 | Quote ID: TXCTY24F4G

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		\$76,614.00
Destination Charge		\$1,995.00
TOTAL		\$78,609.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

11/09/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F4G)

Price Level: 420 | Quote ID: TXCTY24F4G

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$52,925.00
Options	\$2,235.00
Colors	\$0.00
Upfitting	\$21,454.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$78,609.00

Pre-Tax Adjustments

Code	Description	MSRP
01 ft	DISCOUNT AND CONCESSION	-\$2,621.00
Total		\$75,988.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

11/09/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F4G)

Price Level: 420 | Quote ID: TXCTY24F4G

Selected Equip & Specs

Dimensions

- Conventional Capacity: 17,500 lbs.
- * **Fifth-wheel towing capacity: 21,500 lbs.**
- Vehicle body length: 254.8"
- Vehicle body height: 81.5"
- Front track: 74.8"
- Vehicle turning radius: 24.2'
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 123.7"
- Rear brake diameter: 15.8"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- GCWR: 30,000 lbs.
- * **Gooseneck towing capacity: 21,600 lbs.**
- Vehicle body width: 80.0"
- Wheelbase: 169.0"
- Rear track: 74.0"
- Cab to axle: 84.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Front brake diameter: 15.4"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

Powertrain

- 7.3L V-8 DEVCT variable valve control, engine with 335HP
- Injection Type: sequential MPI
- Horsepower: 335 HP@3750 RPM
- Radiator
- 10-speed automatic
- Recommended fuel: regular unleaded
- Engine cylinders: V-8
- Spark ignition system
- Torque: 468 lb.-ft.@3750 RPM
- Auxiliary power take-off
- Rear-wheel drive
- Driveline managed traction control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- DANA M300 rigid axle rear suspension

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2024 F-450 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F4G)

Price Level: 420 | Quote ID: TXCTY24F4G

Selected Equip & Specs (cont'd)

- Leaf spring rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Rear anti-roll bar
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 2 doors
- Monotone paint
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Black grille
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- 19.5 x 6-inch front and dual rear argent steel wheels
- * **Side assist steps**
- Clearcoat paint
- Black fender flares
- Black windshield trim
- Black front bumper
- 2 front tow hooks
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- LT225/70RS19.5 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Illuminated locking glove box
- Front beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates
- Keyfob activated door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated glove box
- 6 beverage holders
- Dashboard storage
- PRND in IP
- Upfitter switches

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Manual tilting steering wheel
- Urethane steering wheel
- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 3
- Split-bench front seat
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls

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Price Level: 420 | Quote ID: TXCTY24F4G

Selected Equip & Specs (cont'd)

- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Vinyl front seat upholstery
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- * **High mounted center stop light**
- Fade interior courtesy lights
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- Cab clearance lights
- Remote activated perimeter approach lighting

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access

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Selected Equip & Specs (cont'd)

- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- * **Back-up alarm**
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer
- Lane Departure Warning
- * **Rear mounted camera**

Dimensions

General Weights

Curb weight	6,623 lbs.	Rear curb weight	2,901 lbs.
GVWR	16,500 lbs.	Payload	9,870 lbs.

Trailer Weights

* Fifth-wheel towing capacity	21,500 lbs.	* Gooseneck towing capacity	21,600 lbs.
Conventional capacity	17,500 lbs.	GCWR	30,000 lbs.

Front Weights

Front curb weight	3,722 lbs.	GAWR front	5,200 lbs.
Axle capacity front	6,500 lbs.	Spring rating front	5,200 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

GAWR rear	12,880 lbs.	Axle capacity rear	12,880 lbs.
Spring rating rear	12,880 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.3"
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Exterior Measurements

Vehicle body length	254.8"	Vehicle body width	80.0"
Vehicle body height	81.5"	Wheelbase	169.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.5"	Rear frame height unloaded	34.5"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	24.2'	Cab to axle	84.0"

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Selected Equip & Specs (cont'd)

Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	123.7"		

Interior Measurements

Interior rear cargo volume	11.6 cu.ft.	Max interior rear cargo volume	11.6 cu.ft.
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Interior Volume

Total passenger volume	64.6 cu.ft.
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Headroom

Headroom first-row	40.8"
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Legroom

Leg room first-row	43.9"
--------------------	-------

Shoulder Room

Shoulder room first-row	66.7"
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Hip Room

Hip room first-row	62.5"
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Powertrain

Engine

Engine	7.3L V-8 DEVCT variable valve control, engine with 335HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	7.3L	cc	445 cu.in.
Bore	4.21"	Stroke	3.98"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	335 HP@3750 RPM	Torque	468 lb.-ft.@3750 RPM
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Alternator

Alternator amps	250A	* Alternator type	Dual alternator
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Price Level: 420 | Quote ID: TXCTY24F4G

Selected Equip & Specs (cont'd)

* **Alternator rating** **160A**

Battery

* **Battery amps** **68Ah**

Battery rating 750CCA

* **Battery type** **Dual lead acid battery**

Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator

Auxiliary power take-off Auxiliary power take-off

Transmission

Transmission 10-speed automatic

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission

Lock-up transmission Lock-up transmission

First gear ratio 4.615

Second gear ratio 2.919

Third gear ratio 2.132

Fourth gear ratio 1.773

Fifth gear ratio 1.519

Sixth gear ratio 1.277

Reverse gear ratio 4.695

Seventh gear ratio 1

Eighth gear ratio 0.851

Ninth gear ratio 0.687

Tenth gear ratio 0.632

Stall ratio 1.97

Selectable mode transmission Selectable mode transmission

Sequential shift control SelectShift Sequential shift control

Transmission oil cooler Transmission oil cooler

PTO transmission provision PTO transmission provision

Drive Type

Drive type Rear-wheel drive

Drivetrain

Axle ratio 4.88

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Fuel tank capacity 40.00 gal.

Drive Feature

Traction control Driveline managed traction control

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Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension

Front shock absorbers ... Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes. Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar

Suspension ride type front. Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar

Suspension type rear Leaf spring rear suspension

Suspension ride type rear. DANA M300 rigid axle rear suspension

Steering

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Selected Equip & Specs (cont'd)

Steering Hydraulic power-assist steering system
Steering type number of wheels .. 2-wheel steering system

Steering type Re-circulating ball steering

Exterior

Front Wheels

Front wheels diameter 19.5"

Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5"

Rear wheels width 6"

Front And Rear Wheels

Appearance argent

Material steel

Front Tires

Aspect 70
Sidewalls BSW
Tread AS
Width 225mm

Diameter 19.5"
Speed S
Type LT
Front wheel - RPM 647

Rear Tires

Aspect 70
Sidewalls BSW
Tread AS
Width 225mm

Diameter 19.5"
Speed S
Type LT
Rear wheel - RPM 647

Body Exterior

Trailer

Towing wiring harness Trailer wiring harness
Towing trailer sway Trailer sway control

Towing brake controller ... Trailer brake controller

Exterior Features

Number of doors 2 doors
Front splash guards Front splash guards

* Side steps Side assist steps

Body

Body panels .. Aluminum body panels with side impact beams

Mirrors

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Selected Equip & Specs (cont'd)

Convex spotter Convex spotter in driver and passenger side door mirrors

Turn signal in door mirrors Turn signal indicator in door mirrors

Spare Tire

* Spare tire Full-size spare tire with steel wheel

* Spare tire location Spare tire mounted on the frame or chassis

Tires

Front tires LT load rating G

Rear tires LT load rating G

Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking
All-in-one key All-in-one remote fob and ignition key

Keyfob door locks ... Keyfob activated door locks

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

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Selected Equip & Specs (cont'd)

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 6 beverage holders
Glove box Illuminated locking glove box
Instrument panel storage Instrument panel covered bin

Beverage holders Front beverage holders
Illuminated glove box Illuminated glove box
Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows

One-touch down window Driver and passenger one-touch down windows

Miscellaneous

Trip computer Trip computer
Upfitter switches Upfitter switches
Over the air updates Over the air updates

PRND in IP PRND in IP
Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

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Selected Equip & Specs (cont'd)

Front Seats

Front seat type	Split-bench front seat	Driver seat direction	Driver seat with 4-way directional controls
Driver seat fore/aft control	Manual driver seat fore/aft control	Passenger seat direction	Front passenger seat with 4-way directional controls
Split front seats	40-20-40 split-bench front seat	Reclining passenger seat	Manual reclining passenger seat
Passenger seat fore/aft control	Manual passenger seat fore/aft control	Front head restraints	Height adjustable front seat head restraints
Front head restraint control	Manual front seat head restraint control	Armrests front center	Front seat center armrest
Armrests front storage	Front seat armrest storage	Reclining driver seat	Manual reclining driver seat

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Vinyl front seatback upholstery
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Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row LCD displays	2 total number of 1st row displays
LCD primary display size	8 inch primary LCD display		

Radio Features

External memory control	SYNC 4 external memory control	Seek scan	Seek scan
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Speakers

Speakers	Standard grade speakers	Speakers number	4
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Selected Equip & Specs (cont'd)

Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Instrumentation Displays

Temperature display	Exterior temperature display	Driver information center	Driver information center
Clock	In-radio display clock	Compass	Compass

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.20	Engine hour meter	Engine hour meter

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator		

Glass

Tinted windows	Light tinted windows
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Headlights

Headlights	Halogen headlights	Headlight type	Aero-composite headlights
Auto headlights	Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	DRL preference setting	DRL preference setting

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Selected Equip & Specs (cont'd)

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry... Illuminated entry

Variable panel light... Variable instrument panel light

Front reading lights... Front reading lights

Lights

Running lights... Daytime running lights

Interior courtesy lights... Fade interior courtesy lights

Clearance lights... Cab clearance lights

* High mount stop light... High mounted center stop light

Perimeter approach lighting... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree... SYNC 4 handsfree wireless device connectivity

Smart device integration... Smart device wireless mirroring

Emergency SOS... SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access... FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag

Number of airbags... 6 airbags

Front impact airbag passenger... Cancellable front passenger air bag

Front side impact airbag driver... Seat mounted side impact driver airbag

Front side impact airbag passenger... Seat mounted side impact front passenger airbag

Overhead airbags... Safety Canopy System curtain first-row overhead airbags

Seatbelts

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Selected Equip & Specs (cont'd)

Height adjustable seatbelts Front height adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Cameras

* **Rear camera** **Rear mounted camera**

Parking Sensors

* **Back up alarm** **Back-up alarm**

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Prepared by: Ed Miller
11/09/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F4G)

Price Level: 420 | Quote ID: TXCTY24F4G

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Quotation

Number Q-075732-2



Sold To:
CHASTANG FORD
6200 N LOOP EAST
HOUSTON, TX 77026
USA

Ship to:
CUSTOMER PICKUP
USA

Smyrna Truck & Cargo
138 Roberson Mill Road
Milledgeville, GA 31061
Telephone 770-433-0112
Fax 770-438-1504

Contact:

Ship Via:

Quote By SOANY CRESPO
Quotation Date 11/9/2023
Expires 12/8/2023

Chassis Information

Make: FORD

Model: F450

Model Year:

VIN:

CA:

Frame Width:

<u>Item number</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
000186_202	BODY, DRY FREIGHT	1.00	18,769.00

<u>Option</u>	<u>Description</u>	<u>Option Qty</u>
BODY	Aluminum Sheet and Post Dry Freight Van Body 12' Length - 84" Height - 96" Width .040" Pre-painted Aluminum Sides Extruded Aluminum Corner Post Galvannealed Steel Rear Frame with Integral Rain Gutter Aluminum Tread-Brite Front Radius Cast Aluminum Corner Caps Galvanized Anti-Snag Roof Bows on 24" Centers FMVSS 108 Exterior LED Lights & Reflectors Asphaltic Undercoat	1.00
ROOFING	Aluminum 12' x 96"	1.00
OPTION	DOOR, 84H X 96W BODY, 1/4" EXTREME DUTY COMPOSITE ENT	1.00
FLOORING	1.125" Laminated Hardwood 12' Length 96" Width	1.00
FRONT WALL POSTS	1.375 Galvanized Steel Z-Post	1.00

Additional Surcharges apply to all invoices

Quotation

Number Q-075732-2



Item number	Description	Quantity	Amount
SIDE WALL POSTS	1.375" Galvanized Steel 16" Centers for 12'L x 84"H Body	1.00	
LIGHT KIT	RECESSED LIGHT KIT	1.00	
TIES E TRACK 2 ROWS	TIES E TRACK 2 ROWS 96" FRT	1.00	
LINING	E- Track 2 Rows 12' Length	1.00	
OPTION	POST, CORNER CURBSIDE 12GA 2LT Fabricated	1.00	
OPTION	POST, CORNER, ROADSIDE, 84 INCHH, GALVNL 12GAX11.1875 Fabric	1.00	
SIDE LINING PLYWOOD	SIDE LINING PLYWOOD 3/8X84X12	1.00	
FRONT LINING	PLYWOOD 1/2 INCH 84" Height 96" Width	1.00	
OPTION	THRESHOLD, GALVANIZED, 1 INCH, STANDARD, 89.5", FABRICATED	1.00	
LIGHT	DOME LIGHT W/ REAR MOUNT SWITCH	1.00	
GRAB HANDLE	CURBSIDECHROME GRAB HANDLE	1.00	
GRAB HANDLE	ROADSIDECHROME GRAB HANDLE	1.00	
OPTION	MUDFLAP, SMYRNA CARGO, 24 INCH X 30 INCH	1.00	

Additional Surcharges apply to all invoices

Quotation

Number Q-075732-2



Item number	Description	Quantity	Amount
MISC ITEM	THIEMAN LIFTGATE TVLR16 9030+5 STEEL STEEL FRAME AND PLATFORM 30" DEEP STEEL PLATFORM 95" WIDE OVERALL WIDTH LOAD AREA OF 90" WIDEX30" DEEP W/5" RAMP ROLLERS ON SLIDERS MIN 33" AND MAX BED HEIGH IS 46" 1600# CAPACITY	1.00	1.00

Thank you for your order.

Currency	Sales subtotal amount	Total discount	Charges	Net amount	Sales tax	Round-off	Total
USD	18,770.00	0.00	0.00	18,770.00	0.00	0.00	18,770.00

Additional Surcharges apply to all invoices

RESOLUTION NO. 2023-140

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF A 2024 F450 BOX TRUCK FOR RECREATION AND TOURISM THROUGH BUYBOARD (CONTRACT NO. 724-23) - LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, it is the recommendation of the Parks, Recreation & Tourism Department to award the purchase of a 2024 F450 box truck from Chastang Ford through BuyBoard (Contract No. 724-23) for the total purchase price of \$75,998.00, and would replace our current 2009 F350 box truck; and

WHEREAS, this purchase was a carryover from 2022/2023 and funds are made available in the 2023/2024 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 approves the purchase of a 2024 F450 box truck from Chastang Ford through BuyBoard (Contract No. 724-23) for the total purchase price of \$75,998.00, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 20th day of December 2023.

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

(6) (e)

Meeting Date: 12/20/2023

agreement between the COTC and Bureau Veritas North America, Inc. for a Standard Professional Services Agreement

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on an agreement between the City of Texas City and Bureau Veritas North America, Inc. for a Standard Professional Services Agreement

BACKGROUND (Brief Summary)

The increase in residential development is increasing the number and frequency of building inspections required on a daily basis. We have a total of four currently certified combination inspectors and two more who will have their certifications in the next few months. One of the currently certified inspectors will be out on medical leave until February. The department had 125 inspections scheduled for one day during the week of December 4, and this is usually the slow time of year for construction. To be sure the department is prepared to respond to the current inspection demands and during peak periods, staff is recommending a standby contract agreement for third party inspections to be administered by the Building Officials as needed to provide timely and accurate inspections.

RECOMMENDATION

Staff recommends entering into the proposed contract for third party inspection services to be administered by the Building Officials as needed to provide timely and accurate building inspections.

Fiscal Impact

Attachments

Texas City, TX_Code PSA_September 21, 2023

Texas City, TX_Code, Fire, Health, PWS, Dev. Serv., ADA, Hygiene Excellence_September 21, 2023

Resolution



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between Bureau Veritas North America, Inc., (“BVNA”), and the City of Texas City, Texas, (“Client”).

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. (“BVNA”), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. Time of Performance: The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material

change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be

performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900

Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon

BUREAU VERITAS NORTH AMERICA, INC.

Standard Professional Services Agreement (Facilities) - Rev. (3) 04-14-2021

Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. **Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. **Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. **Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]



IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A
SCOPE OF SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

**ATTACHMENT B
FEE SCHEDULE**

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address

Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential \$76.92 per address/building
Commercial and non-Single Family Residential \$125.00 per address/building/unit

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building
Group B occupancy
Type VB construction
10,000 square feet total building area
Declared construction valuation \$1,200,000

Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800
The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between Bureau Veritas North America, Inc., (“BVNA”), and the City of Texas City, Texas, (“Client”).

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. (“BVNA”), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. Time of Performance: The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written

notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, **BVNA** shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be

performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900

Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis

BUREAU VERITAS NORTH AMERICA, INC.

Standard Professional Services Agreement (Facilities) - Rev. (3) 04-14-2021

Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. **Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.


31. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. **Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. **Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.



[signatures on following page]



IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A

SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the

Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

HEALTH SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Chapter 265, Subchapter L will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

PUBLIC WORKS SERVICES

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

Inspections

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

PLANNING AND MAPPING SERVICES

Comprehensive Planning and Mapping services shall be provided as outlined below.

Base Mapping

- BV shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:
 - a) Highway and street rights-of-way;
 - b) Highway designations and street names;
 - c) All major drainage ways;
 - d) Major bodies of water;
 - e) Block and lot lines for all platted subdivisions as available;
 - f) Property lines within unplatted subdivisions as available;
 - g) The width of all major utility easements;
 - h) Railroad rights-of-way;
 - i) All subdivisions and their names;
 - j) Corporate limits;
 - k) Other major facilities or features to include but not necessarily limited to:
 1. Major park and recreation areas and facilities;
 2. Water Treatment plants;
 3. Sewage Treatment plants;
 4. Extraterritorial jurisdiction line, as appropriate; and
 5. Other significant features.

Housing Inventory, Analysis and Plan

- BV shall prepare a housing conditions inventory, analysis and plan.
- BV shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the four following classifications shall be utilized within the study:
 - a) Standard,
 - b) Minor Deteriorating,
 - c) Major Deteriorating, and
 - d) Dilapidated.
- BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BV will record vacant and abandoned residential units as the assessment is being made.
- BV shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
- BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BV shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- BV shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities.

Population

- BV shall compare census data of the locality from 1960 to present. BV will provide number of persons in each of the sex, race and Hispanic origin categories.
- BV shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
- BV shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BV will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

Land Use Inventory, Analysis and Plan

- BV shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ).
- BV shall use categories in classifying land uses shall include, as a minimum, the following:
 - a) Vacant (vacant developed or vacant undeveloped);
 - b) Agriculture (cultivated and range land - five or more acres);
 - c) Residential (single family, two family, multi-family, manufactured and mobile homes);
 - d) Commercial; (retail and services);
 - e) Industrial; (light and heavy);
 - f) Public and Semi-Public (schools, parks and public buildings); and
 - g) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
- BV shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map. Colors should conform to standard code.
- BV shall make a tabulation of the existing land uses to show:
 - a) Total acreage by use;
 - b) Percentage of acreage in each land use;
 - c) Acres per 100 persons, or other standard for comparison purposes; and
 - d) Developed and undeveloped land as a percent of the total land.
- BV will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:
 - a) Occupied dwelling units;
 - b) Existing land use;
 - c) Thoroughfares
 - d) Existing and anticipated population;
 - e) Soil characteristics as related to developments;
 - f) Adequacy of public utilities;
 - g) Adequacy of public facilities;
 - h) Storm drainage problem areas;
 - i) Natural and man-made constraints.
- BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

B. Economic Development

1. Historic Development And General Characteristics

- Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.
- BV shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:
 - Development of the economy;
 - Physical growth of the community;

- The relationship of the community to the region.
- 2. Economic Base, "Barrier Analysis"**
- BV will prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:
 - a) Retail facilities;
 - b) Wholesale facilities;
 - c) Service facilities;
 - d) Financial facilities;
 - e) Manufacturing facilities;
 - f) The physical facilities and rates for the following utilities and communication services:
 - 1. Electric;
 - 2. Water;
 - 3. Natural gas;
 - 4. Sewage and garbage disposal;
 - g) Transportation;
 - h) Quantity, quality and availability of raw materials;
 - i) Labor supply by sex, industry, and skills;
 - j) Available industrial sites and buildings to include:
 - 1. Location;
 - 2. Utility connections;
 - 3. Transportation;
 - 4. Availability.
 - BV will determine to the extent possible the relationship of the elements inventoried to economic development potential.
 - A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards.
 - a) Cost Factors:
 - 1. Wage levels (g) Land/site costs
 - 2. Electricity costs (h) Local property taxes
 - 3. Fuel costs (i) Financing costs
 - 4. Water costs (j) State costs
 - 5. Sewer costs (k) Other(s), as appropriate
 - 6. Building costs
 - b) Operating Condition Factors:
 - 1. Unskilled labor supply (k) Availability of air service
 - 2. Skilled labor (l) Vocational education facilities
 - 3. Productivity (m) Site availability
 - 4. Unionization (n) School facilities
 - 5. Labor-management relations (o) Medical services
 - 6. Electric power availability (p) Natural features, resources, geography, etc.
 - 7. Water and sewer availability (q) Others, such as, telecommunications,
 - 8. Gas availability aesthetics, community receptivity, laws,
 - 9. Common motor carrier service community organizations, debt, etc.
 - 10. Rail/freight service
 - c) BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.

- d) BV shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and,
- e) Determine whether the pattern of economic growth should be altered.
- f) BV shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

3. PLAN

- BV shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- The implementation strategy should focus on private and public investment and resources.
- The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:
 - a) Public/private sector projects and their costs;
 - b) Financing sources and incentives; and
 - c) Changes to policies, codes and ordinances that could improve the economic climate.

C. Central Business District

1. Commercial Area Inventory

- BV shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
 - a) The existing land use of the Central Business District;
 - b) Street rights-of-way and pavement widths, where applicable;
 - c) Locations and condition of sidewalks, curbs and gutters;
 - d) On and off-street parking;
 - e) Condition of buildings;
 - f) Location of traffic controls by types; and
 - g) Traffic volumes and turning movements for major streets, where available;
 - h) Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
- BV shall show the above inventory on a symbol-coded map.
- BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

2. Analysis

- BV shall analyze the findings above and should determine:
 - a) The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
 - b) A ratio of existing and projected commercial acreage;
 - c) A ratio of used and vacant commercial floor area in the central business district; and
 - d) Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

3. Central Business District Plan

- BV shall prepare a goal(s) statement and annual Central Business District related objectives.
- To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- In relation to recognized problems, goals and objectives, BV shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
 - a) Improvement to facades and alleyways;
 - b) Pedestrian walkways;
 - c) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
 - d) Removal of obsolete buildings and overhead utility lines.

- BV shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District
- Plan map(s) shall, as a minimum include but not necessarily be limited to:
 - a) Any necessary rearrangement of land uses to improve compatibility;
 - b) Any necessary building relocation or reorientation in order to improve their usefulness; and
 - c) On and off-street parking areas.
- BV shall present phased improvements, estimated costs and sources of funding.

D. Street System

1. Street Study

- BV shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
 - a) Rights-of-way widths, as available;
 - b) Paving widths, types and condition of pavement;
 - c) Curb and gutter and/or borrow (roadside) ditches;
 - d) Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.
- Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Street Conditions Map showing the existing street system inventory.

2. Street System Analysis

- BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BV shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes.

3. Street Plan

- BV shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy-related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map BV shall prepare a Future Street Conditions Map.
- The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

E. Thoroughfare System

1. Inventory Of Major And Collector Streets

- BV shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
- BV shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
 - a) Peak hour and average daily traffic counts, where available;
 - b) Right-of-way widths;
 - c) Paving widths, types and condition of pavement;

- d) Traffic control data;
 - e) Parking restrictions;
 - f) Curb and gutter;
 - g) Origin and destination information, where available;
 - h) Land use and traffic generator information;
 - i) Truck routes; and,
 - j) Emergency routes.
- Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
 - Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

2. Thoroughfare Analysis

- BV shall list and rank problems related to the thoroughfares system.
- To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
 - a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
 - b) Circulation studies prepared previously; and
 - c) Street standards approved by the locality and State.

3. Thoroughfare Plan

- BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
- Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.
- BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

F. Water System

1. Water System Inventory

- BV shall make a review of all prior studies and other available data on the existing water system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
 - a) Location of lines, valves, fire hydrants, and line sizes;
 - b) location and capacity of ground and elevated storage facilities;
 - c) Location and capacity of wells and pumps;
 - d) Location and capacity of water treatment facilities, as appropriate;
 - e) Location and capacity of generators;
 - f) Condition of system elements and other system data, as available.

- Using the base map for illustrative purposes, BV shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.
- BV shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

2. Water System Analysis

- BV shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:
 - a) Water quality;
 - b) Storage facilities;
 - c) Availability of water; future needs;
 - d) Water pressure;
 - e) Water costs to city;
 - f) Water cost to customers and review of current and
 - g) Operation procedures.
- Distribution lines;
- Ability to function under disaster situations, such as, flood, fire, tornado, power outages, etc.
- BV shall determine the adequacy of the system to meet existing and forecasted needs.
- BV shall evaluate the local system's capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.
- BV shall evaluate the local system's capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

3. Water System Plan

- BV shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
- As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, BV shall include drought and conservation plans in its overall water system plan. The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.
- Using the base map for illustrative purposes, BV shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

G. Wastewater System

1. Wastewater System Inventory

- BV shall make a review of all information regarding the existing wastewater system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
 - a) Location, condition, and size of lines as available;
 - b) Location of manholes and cleanouts;
 - c) Location and capacities of lift stations;
 - d) Location and capacity of generators;
 - e) Treatment facility and operation arrangement.
- Using the base map for illustrative purposes, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BV shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

2. Wastewater System Analysis

- BV shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:
 - a) Infiltration;
 - b) Industrial waste and special treatment facilities;
 - c) Operational procedures;
 - d) Unserved areas;
 - e) Characteristics of the soil and terrain affecting collection treatment;
 - f) Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

3. Wastewater System Plan

- BV shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
- Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

H. Storm Drainage System

1. Storm Drainage Inventory

- BV shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
 - a) Location and condition of drainage ways;
 - b) Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
 - c) Location of 100 years flood hazard areas; and
 - d) Identification of areas within the community where local flooding has occurred.
- Using the base map for illustrative purposes, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

2. Storm Drainage Analysis

- BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BV shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated.
- Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. Storm Drainage Plan

- BV shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy-related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

I. Recreation And Open Space

1. Recreation And Open Space Inventory

- BV shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
 - a) Location, type and use of public parks;
 - b) Location and type of public recreation facilities, including public school facilities;
 - c) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- BV shall identify the service area of the parks and recreational opportunities it provides.
- Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. Recreation And Open Space Analysis

- In coordination with city officials, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- BV shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BV shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- BV shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

3. Recreation Facilities And Open Space Plan

- In cooperation with municipal agencies, BV shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BV shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
 - a) Recommendations for improvements and expansion to existing facilities;
 - b) Recommendations for the general location of new facilities;
 - c) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
 - d) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
 - e) Population projections for the period of the plan and demographics on ethnicity, age, and income.
 - f) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
 - a) Phasing of clear and measurable priorities;
 - b) Timeline for completion;
 - c) Estimated cost by project; and
 - d) Possible sources of funding.

J. Capital Improvements Program

1. Financial Analysis

- BV shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:
 - a) Past, present, and anticipated sources and amounts of income;
 - b) Annual budgets;
 - c) Operating costs;
 - d) Direct and overlapping public debt;
 - e) Outstanding municipal bonds and their schedule of retirement;
 - f) Public improvements financing practices; and
 - g) Recommended standards concerning debt limitations.

2. Capital Needs List

- Based on the previous studies, and all capital needs, BV shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. BV shall classify the type of capital improvements according to guidelines, such as:
 - a) Mandatory: Those which protect life or health.
 - b) Necessary: Those which are important public services.
 - c) Desirable: Those which replace obsolete facilities.
 - d) Acceptable: Those which reduce operating costs.

3. Capital Improvements Program

- In consonance with the capital needs list and in coordination with the city's budget, BV shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
- A map shall be prepared to show the projects by type and year of construction.

K. Subdivision Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BV shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

L. Zoning Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.
- Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws,
- Based on the Land Use Plan and other plans related to physical development of the municipality, BV shall have prepared a Zoning District Map using the base map.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.
- The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

Current Planning Activities

Zoning Application and request reviews and analysis

- Property owner information within 200 feet of site application can be mapped and mailing labels provided.
- Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
- Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
- Zoning Ordinance based upon owner request will be prepared. (Recommended ordinance wording can be provided).
- An analysis/staff report can be prepared for city from a planning perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.
- Adjustments to the Comprehensive Plan and zoning map can be made if approved.

Site Plan Applications and request reviews and analysis*

- Review of application for general completeness for accepting site plan for review.*
- Review for compliance with appropriate general zoning district or planned development. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- Review for compliance with landscape requirements.
- Review of circulation/fire lanes.
- An analysis/staff report can be prepared for city from a planning design perspective.

- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Preliminary Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Final Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review of conformance to preliminary plat.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication between applicant and BV can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Base Map/Zoning Map Updating:

- Preparation of new digital base map.
- Updating existing base map.
- Updating or preparing zoning maps.

911 Addressing

- Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
- Address all new developments

*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

**If not available BV will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

ADA SERVICES

PHASE 1 ADA Services

Phase 1A: ADA Coordinator and Department Liaison Selection and Training

- **Scope:** Assist City with identifying an ADA Coordinator if not already done so. Work with appointed ADA Coordinator to identify ADA Liaisons, at a minimum, for all public facing departments (i.e. Permitting, Water Utility, Library, Parks & Rec., Police, Fire, etc...). Help ADA Coordinator develop training material for distribution to all ADA Liaisons. Also assist ADA Coordinator to develop a master schedule for quarterly, bi-annual or annual meetings between ADA Coordinator and ADA Liaisons (ADA Task Force).

Phase 1B: ADA Notice Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Notice specific to the City represented. Ensure that all ADA notices are displayed at public facing and internal facing areas. Ensure that ADA notice is also placed on city website.

Phase 1C: ADA Grievance Procedure Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Grievance Procedure. Develop complaint form and make complaint form accessible. Ensure that procedure includes ability for complainants to access and file complaints easily. Ensure that grievance procedure is available on city website and accessible.

Phase 1D: ADA Training at Staff Level Public Facing Departments

- **Scope:** Once ADA Coordinator and ADA Liaisons are identified, develop a training schedule to allow public facing department staff to attend ADA training. Assist ADA Coordinator with one training session. Assist with development of training materials.

PHASE 2 ADA Services

IMPORTANT: Sample of Tasks & Costs Only – Client Specific Tasks & Costs TBD

Phase 2A: ADA Self-Evaluation

- **Scope:**
 - **Task 1 – Project Management:** Bureau Veritas (BV) will maintain project records, budgets, and communication during the project duration. BV will provide weekly project update calls to assigned City staff (ADA Coordinator) to keep schedule current.
 - **Task 2 – Project Kickoff: Meet** with City staff to introduce the proposed project tasks, schedule, and method of prioritizing barrier removals. Coordinate with City staff to identify and collect necessary documents to support Self-evaluation process and facilities survey.
 - **Task 3 – Initiate Self-evaluation:**
 - **3A:** Meet with major public facing departments ADA Liaisons (Parks & Rec., Police, Fire, Codes & Permitting, Public Works, Library, Health) to begin review ordinances, policies, and procedures of programs, services, and activities.
 - **3B:** Provide instructions and handouts to ADA Liaisons and describe how they can perform reviews of item 3A and by what scheduled date the reviews are due back to BV for compiling.
 - **3C:** Work with ADA Liaisons to ensure they understand their responsibilities to update the final ADA Transition Plan in future years.
 - **Task 4 – Facilities Survey:**
 - **4A: Public buildings** – Survey three (3) City buildings (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4B: Public parking lots** – Survey three (3) public parking lots (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4C: City parks** – Survey up to three (3) city parks to review shelters, restrooms, sport courts, fields, pools, concession stands, playground equipment, pedestrian and bicycle trails.
 - **4D: Signalized intersections** – Survey up to fifteen (15) city owned and maintained signalized intersections. BV will evaluate curb ramps and sidewalks leading to each intersection. Signage at each intersection will also be reviewed. Which intersections to survey depends on City staff input, traffic volumes, and adjacent land uses.

- **4E:** Sidewalks – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.
- **Task 5 – Survey Data Reporting:**
 - **5A:** BV will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
 - Listing of facilities in compliance.
 - Listing of facilities not in compliance.
 - Recommended actions to resolve non-compliance elements.
 - Prioritize list of recommended actions based on agreed upon methodologies between BV and City staff.
 - Assign conceptual costs and budget based on prioritized list of recommended actions.
 - Provide photo log of each facility surveyed.
 - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.
 - **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

Phase 2B: ADA Transition Plan

- Scope:
 - **Task 1** – Coordinate with ADA Coordinator on strategy for developing Transition Plan including review of City ordinances, design standards relating to sidewalks, curb ramps, Identify policies and procedures for compliance with ADA regulations.
 - **Task 2** – Develop **survey** process to assist ADA Coordinator with evaluating accessibility improvements identified in Phase 2A: ADA Self-evaluation. Utilize prioritization methodology developed within Phase 2A for recommended improvements.
 - **Task 3** – **Assist** ADA Coordinator in creating an implementation schedule for accessibility improvements. Prioritize improvements by facility type, severity, and cost estimates.
 - **Task 4** – **Review** and recommend exceptions and exemptions that may apply under ADA regulations such as historic significance, alteration affecting fundamental nature of programs, services, and activities, structural feasibility, and programs affected by financial and administrative burden.
 - **Task 5** – **Assist** ADA Coordinator with defining on-going budget needed to implement the Transition Plan and bring non-compliance elements into compliance. Help identify possible external funding sources if applicable.

Phase 2C: Public Participation, Outreach, and City Staff Training

- Scope: The Department of Justice requires public entities to engage with the public during the ADA Transition Plan development including appropriate consultation with individuals with disabilities.
 - **Task 1** – BV will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.

- **Task 2** – BV will **prepare** outreach materials and prepare brief summary of the workshop and highlight actions items.
- **Task 3** – Conduct ADA Coordinator and Liaisons training relating to disabilities etiquette, technologies, and procedures that can assist City staff in providing services to people with disabilities.

Phase 2D: Meetings, Presentation to Council, and Documentation

- Scope:
 - **Task 1 – Progress Meetings:** BV will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
 - **Task 2 – City Council Meeting:** BV will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
 - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
 - **Task 4 – Draft ADA Self-evaluation and ADA Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
 - **4A:** Executive summary describing the project purpose, process, and significant findings.
 - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
 - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
 - **4D:** BV will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.
 - **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BV will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
 - **Task 6 – Final Deliverables:**
 - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
 - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
 - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

HYGIENE SAFETY EXCELLENCE

BVNA has launched a certification label based on health measures to accompany the resumption of activity in various industries, both private and public. The Hygiene Safety Excellence Certification program assists with reopening facilities and services. Our partnership with the Cleveland Clinic provides clear guidance and ensures confidence for both internal employees and the public as programs and services resume. This certification program includes the following five phases. All phases may be selected or individual phases may be selected to match the needs requiring assistance and BVNA will assist accordingly.

- I. **CONSULTING:** Build a detailed Hygiene Safety Excellence (Guide) for prevention and safety.

- II. **TRAINING AND COMMUNICATION:** Create and administer communication/training kits for good hygiene practices for all employees (optional collaboration initiatives between Client marketing and BV marketing to promote hygiene safety).
- III. **INITIAL AUDIT:** Complete initial audit and reporting of hygiene protocols and operational requirements (optional surface testing if requested).
- IV. **HYGIENE SAFETY EXCELLENCE LABEL:** Apply for Hygiene Safety Excellence Certification (and install Certification label).
- V. **SURVEILLANCE:** Continue ongoing auditing and testing in order to comply with the Hygiene Safety Excellence (Guide).

**ATTACHMENT B
FEE SCHEDULE**

CONSTRUCTION CODE SERVICES

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

FIRE SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$300.00

\$6,250 to \$250,000	\$425.00
\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review	\$200.00
Fire Code Plan Inspection	\$250.00

Fire Extinguisher Suppression System

Per permit, one Inspection	\$450.00
Each re-inspection	\$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections	\$150.00
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,200,000.

Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.

The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

HEALTH SERVICES

PER INSPECTION ONLY:

Food Service Inspections - Per each inspection	\$150.00
<ul style="list-style-type: none"> • Permanent Food Establishment Inspection • Mobile Food Vendor (Hot and Cold Truck) Inspection • Seasonal Vendor Inspection • Public Swimming Pool Inspection 	
Temporary Event Inspection - Per each permit	\$100.00
Complaint Investigation - Per each complaint	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for each re-inspection.	\$150.00 per hour
* Minimum one hour	

PUBLIC WORKS SERVICES

Public Works Plan Review Only	1.0% of the cost of construction
Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	\$150/hour, minimum 4 hours.

PLANNING AND MAPPING SERVICES

Fixed Fees (Based on estimated population in \$/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	Elements	Cost / 100 people	Min. Hours
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	\$2,000	67
2	Parks & Recreation	\$750	25
3	Thoroughfare Plan	\$750	25
4	Central Business District Planning	\$1,250	42

BUREAU VERITAS NORTH AMERICA, INC.

Standard Professional Services Agreement (Facilities) - Rev. (3) 04-14-2021

5	Zoning Ordinance	(fixed fee) \$6,500	43
6	Subdivision Ordinance	(fixed fee) \$6,500	43
7	Streets Condition Study	\$700	23
8	Water Study Distribution and Supply	\$1,000	33
9	Wastewater Collection and Treatment	\$1,000	33
10	Capital Improvement Plan	\$300	10
11	Digital Map preparation*	\$1,000	33
12	Citizen Participation	\$1,250	42
As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element			
* Assume easy access to documents - additional research listed under additional services			

Hourly Fees

Available Planning Services	
Element	Cost
Site Plan Review	\$150 per hour (1 hour minimum)
Site Plan Preparation	\$150 per hour (1 hour minimum)
Zoning Application Review	\$150 per hour (1 hour minimum)
SUP Application Review	\$150 per hour (1 hour minimum)
Zoning Board of Adjustment Application Review	\$150 per hour (1 hour minimum)
Sign Application Review	\$150 per hour (1 hour minimum)
Zoning Case Ordinance Preparation	\$150 per hour (1 hour minimum)
Plat Review - Planning Perspective	\$150 per hour (1 hour minimum)
Public Hearing Notice map and ownership list (City Mails)	\$150 per hour (1 hour minimum)
Zoning Map Updates	\$150 per hour (1 hour minimum)
911 Address mapping (First Time)	\$1,000 per person Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)
City Council/Planning and Zoning Meeting	\$225 per hour (1 hour minimum)
Contract Planning Director	\$175 per hour (1 hour minimum)
Contract Planner	\$150 per hour (1 hour minimum)
Contract work for Developer interests	\$150 per hour (1 hour minimum)
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)
Additional Services	\$150 per hour (1 hour minimum)
* Assume easy access to documents - additional research listed under additional services	

Reimbursable Expenses (\$150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography and reproduction
- Special shipping

ADA SERVICES

Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	\$150.00	\$6,000.00
1B – ADA Notice Development & Distribution	40	\$150.00	\$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	\$150.00	\$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	\$150.00	\$8,400.00
Grand Total:	176 (1.5 wks)		\$26,400.00

Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	\$150.00	\$86,400.00
2B – ADA Transition Plan	96	\$150.00	\$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	\$150.00	\$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	\$150.00	\$25,200.00
Grand Total:	880 (5.5 mos.)		\$132,000.00

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV can review and provide cost estimates to accommodate the City.

HYGIENE SAFETY EXCELLENCE

Service(s)	Related Protocol(s)	Fee(s)
Consulting – Hygiene Safety Excellence Protocol (Guide)	Client Specific (One-time fee)	\$1,250 per man day
eLearning platform and sector specific modules	Client Specific	\$15 per user, plus <ul style="list-style-type: none"> • One-time setup cost \$500 • Optional custom portal per unique module / department function (\$2,000)
Physical Audit	Client Specific	\$1,450 estimate per Facility*
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	\$195 estimate per Facility
*The fee for a larger-sized building may be a higher fee than the estimated Fee shown in the Table. BVNA will propose a fee per facility. **BVNA recommends 10 surface tests per property of random surfaces of service counters, etc.		

RESOLUTION NO. 2023-141

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BUREAU VERITAS NORTH AMERICA, INC., TO PROVIDE THIRD-PARTY BUILDING INSPECTION SERVICES TO THE ENGINEERING & PLANNING DEPARTMENT TO BE ADMINISTERED BY THE BUILDING OFFICIAL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, with increasing residential development, the number and frequency of building inspections are growing, and the Inspections Department feels that to provide timely and accurate building inspections, third-party inspection services may be necessary to assist; and

WHEREAS, the City of Texas City believes it in the best interest to contract with Bureau Veritas North America, Inc. for third-party inspection services; and

WHEREAS, Bureau Veritas North America, Inc. has proposed an Agreement for Standard Professional Services for consideration by the City of Texas City.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the Agreement for Standard Professional Inspection Services with Bureau Veritas North America, Inc.

SECTION 2: That the Mayor is authorized to execute such agreements in substantially the same form as attached as **Exhibit “A.”**

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

PASSED AND ADOPTED this 20th day of December 2023.

Dedrick 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

(6) (f)

Meeting Date: 12/20/2023

Resolution No. 2023-142 approving the engagement of Traff Data & Associates, Inc. for professional traffic engineering services as needed for review and recommendations regarding traffic studies, planning and reviews in Texas City

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on Resolution No. 2023-142 approving the engagement of Traff Data & Associates, Inc. for professional traffic engineering services as needed for review and recommendations regarding traffic studies, planning and reviews in Texas City

BACKGROUND (Brief Summary)

With the increasing residential growth in Texas City, the Engineering & Planning Department needs additional capacity to review and make recommendations regarding traffic studies, traffic planning and traffic engineering design including traffic signalization, traffic controls and traffic lane configurations. The special expertise of a Professional Traffic Operations Engineer (P.T.O.E.). Staff recommend approving the attached agreement for these specialized professional traffic engineering services which will provide the necessary consulting services as needed and when needed.

RECOMMENDATION

Staff recommend approval of the attached contract for professional traffic engineering services to be administered by the City Engineer as needed.

Fiscal Impact

Attachments

TDAI Proposal 2023

TDAI Resume 2023

Resolution

October 31, 2023

Doug Kneupper, P.E
City of Texas City, Texas
7800 EF Lowery Expressway
Texas City, Texas 77591

Re: Professional services Contract

Dear Mr. Kneupper,

Traff Data & Associates appreciates the opportunity to submit a proposal for professional services contract with the City of Texas City, Texas

Scope of Services

1. Conduct scoping meeting with developers and the engineers representing the developer on pertinent areas that should be evaluated for traffic impact analysis.
2. Review and make recommendations to the city engineer on findings of the traffic study presented to the city.
3. Appears before the city council if needed on relevant traffic related issues.

Schedule:

The time required to complete scoping meeting with a developer is 7 business days from notification by the City of Texas City. The time required for the review of the traffic study is three weeks from the date of submittal. Preferable electronically. However, it is imperative that all individuals involved in supplying key information be committed to this project to the extent that undue delays in response are avoided. TDAI will make every effort to fully coordinate with the developer and their engineers in a timely fashion.

Compensation:

Scoping meetings: Minimum 2-hours.

Field Investigation: one hour plus travel time of two hour

Review of traffic study and recommendations. Minimum 4-hours

Standard rate \$200.00/per hour

TDAI *Traff Data & Associates, Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

Thank you for considering Traff Data and Associates, Inc. for this assignment. I can assure you of our personal service and timely response. We look forward to being of continued service to the city of Texas City. In the event of questions or if clarification is required, please advise.

Respectfully Submitted

Traff Data and Associates, Inc.


I. Samson Ukaegbu, P.E.
Principal

Agreed and accepted for City of Texas City, Texas

Signature

Date

Print name

**I. Samson Ukaegbu, P.E. Principal
Traff Data & Associates, Inc. 9894
Bissonnet, Suite 640
Houston, Texas 77036
Ph: (713)446-8167
e-mail:tdaiengineers@aol.com**

Mr. I. Samson Ukaegbu has over 39 years extensive professional experience in traffic operations, access design and modifications, transportation planning, and electro- mechanical system integration and installation in both private and public sector. He earned a bachelor of science in Civil Engineering from the University of Nebraska, Lincoln Nebraska (1984). Presently, his traffic engineering skills are directed towards ensuring adequate compliance of traffic engineering standards, expert witness during delicate legal proceeding and development of effective circulation plan for municipalities and private entities. Reviews and performs traffic impact studies, traffic signal design and modifications, traffic control plans, pavement markings and signs, road roadway modifications, site selection, and capital improvement projects. Significant knowledge of Intelligent Transportation System (ITS) trends and developments, and opportunities.

Pertinent Project Experience

Developed traffic impact analysis for major land use developments, provide effective circulation plan for schools during drop-off and pick-up. Resolved delicate traffic issues with municipalities, counties and state agencies.

Traff Data & Associates, Inc: (2000 to 2023) Principal Engineer in charge of design and review of traffic engineering activities.

City of West University Place, Texas (2001 to 2014) On-call traffic engineer in charge of city wide traffic operation and maintenance. Analyzed and developed effective circulation plan for drop-off and pick-up of students at the West University Elementary School in the city of West University Place.

City of Pearland, Texas (1999 to 2014) On-call traffic engineer in charge of citywide traffic operation, and review of traffic studies submitted by other engineering consultants.

City of Sugar Land, Texas (1998 to 2000) Traffic engineer in charge of the traffic operation division of the city. Reviews and make recommendations to the city council all traffic related issues submitted by engineering consultants to the city.

City of Houston, Texas (1996-1998) Review Engineer

Fairfax County Government, Fairfax Virginia (1988-1996) Review Engineer

Makrowest Inc, Dallas Texas (1985-1988) Installation Engineer

RESOLUTION NO. 2023-142

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TDAI (TRAFF DATA & ASSOCIATES INC.) TO PROVIDE PROFESSIONAL TRAFFIC ENGINEERING SERVICES TO THE ENGINEERING & PLANNING DEPARTMENT TO BE ADMINISTERED BY THE CITY ENGINEER; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, with the increasing residential growth in Texas City, the Engineering and Planning Department needs additional capacity to review and make recommendations regarding traffic studies, traffic planning, and traffic engineering design, including traffic signalization, traffic controls, and traffic lane configurations; and

WHEREAS, the City of Texas City believes it in the best interest to contract Traff Data & Associates, Inc. for Professional Traffic Operations Engineer (P.T.O.E.) services; and

WHEREAS, Traff Data & Associates, Inc. has proposed an Agreement for Professional Traffic Engineering Services for consideration by the City of Texas City.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the Agreement for Professional Traffic Engineering Services with Traff Data & Associates, Inc.

SECTION 2: That the Mayor is authorized to execute such agreements in substantially the same form as attached as **Exhibit “A.”**

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

PASSED AND ADOPTED this 20th day of December 2023

Dedrick 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) (a)

Meeting Date: 12/20/2023

final reading of Ordinance 23-43, amending the Texas City Code of Ordinances entitled "General Regulations", Chapter 90: "Streets Sidewalks and Other Public Places" to adopt and become effective upon its final reading

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Approve recommended changes to Section 90.012 regarding the use of unimproved/unopened rights of way.

BACKGROUND (Brief Summary)

This change is recommended to conform with existing city policies regarding the construction and maintenance of city streets by Public Works and the operation of fire engines and aerial apparatus on solid surfaced roadways defined as asphalt or concrete surface pavement.

Through annexation and past practices some areas of Texas City have unimproved, unopened rights of way which are not city-maintained streets. The Subdivision Ordinance requires all new residential lots to have frontage on a public street. However, there is some confusion about the requirements for existing residential lots or parcels adjacent to an unimproved, unopened right of way. The recommended change to Section 90.012 will resolve the confusion by making the street standards of the Subdivision Ordinance Chapter 159 applicable to existing residential lots or parcels adjacent to unimproved, unopened rights of way.

RECOMMENDATION

The following departments have worked together in drafting the proposed revisions to Section 90.012 and recommend its approval: Engineering & Planning, Building Permits & Inspections, Public Works, Fire Department

Fiscal Impact

Attachments

FINAL Proposed revision to 90.012 - use of rights of way

ORDINANCE 23-

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS, TEXAS AMENDING THE CODE OF ORDINANCES TITLE IX ENTITLED “GENERAL REGULATIONS”, CHAPTER 90 ENTITLED “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES”; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

WHEREAS, there are several unimproved/unopened rights of way in Texas City which predate the current provisions the Subdivision and Zoning ordinances, and

WHEREAS, it is the policy of the City of Texas City to maintain roads that are constructed in accordance with the design standards and applicable provisions of Chapter 159 – Subdivisions, including the donation of additional rights of way if necessary, and

WHEREAS, it is the policy of the City of Texas City that the public works department does not construct roads, and

WHEREAS, it is the policy of the fire department for fire engines and aerial apparatus to remain on solid surfaced roadways defined as asphalt or concrete surfaced pavement; and

WHEREAS, clarification is needed for the use of unimproved/unopened rights-of-way in residential zones.

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

Section 1: That the Code of Ordinances of the City of Texas City, Texas Chapter 90, Section 90.012 Use of Unimproved/Unopened Rights of Way be amended as follows:

§ 90.012 USE OF UNIMPROVED/UNOPENED RIGHTS-OF-WAY.

An owner of real property within the city may be issued a permit to erect, construct and build a single-family residence adjacent to and accessible only by unimproved/unopened city-accepted right-of-way on the following conditions:

(A) The parcel of land upon which the residence is to be constructed shall be a minimum of two acres;

~~(B) The parcel of land has not been subdivided from a larger parcel of land since 1-18-1989, unless said subdivision occurred by city’s approval of a subdivision plat, plat amendment or replat;~~

(B) No certificate of occupancy shall be issued unless and until all the requirements of this section are met;

(C) The parcel of land shall not be subdivided into smaller parcels unless approved by the city through a subdivision platting process;

~~(D) Only one single family residence shall be constructed on the parcel of land for the purpose of homestead;~~

(D) The property owner(s) shall construct and donate a street in accordance with the design standards and applicable provisions of Chapter 159 – Subdivisions, including the donation of additional rights of way if necessary;

~~(E) A maximum of four single family residences may be accessed by the same unimproved/unopened right of way. If, however, an application to construct a fifth single family residence is sought, the owner of each existing single family residence shall participate in the city's street assessment program for road improvements;~~

(E) The street shall connect to an existing improved paved public street which is maintained by the City or other public entity;

~~(F) The property owner(s) shall construct and maintain an all-weather access road capable of providing ingress and egress to emergency vehicles on the unimproved/unopened right of way. The construction shall be in accordance with the plans and specifications approved by the City Engineer; and~~

(F) The street shall be donated to the City for ownership and perpetual maintenance only after inspection and testing, final approval of the testing and inspection results by the City Engineer, and acceptance by the City. The City may require the property owner(s) to provide the inspection and testing services prior to acceptance by the City;

~~(G) The city is not, nor shall it be, responsible for the construction, installation or maintenance of any road and/or roadside drainage improvements on the unimproved/unopened right of way.~~

(G) The City shall only accept and maintain streets which comply with the requirements of Chapter 159 - Subdivisions upon donation to the City and dedication to the public for use as a public street; and

(H) The City is not, nor shall it be, responsible for the construction, installation or maintenance of any road and/or roadside drainage improvements on any unimproved/unopened rights of way not meeting the design standards and applicable provisions of Chapter 159 – Subdivisions.

Section 2. This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section 3. It is hereby declared to be the intention of the City Commission of the City of Texas City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. All rights and privileges of the City of Texas City are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 5. That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

Section 6. That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City of Texas City, Texas

PASSED ON FIRST READING this ___ day of _____ 202__.

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

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED ON SECOND READING this ___ day of _____ 202__.

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

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED AND FINALLY ADOPTED this ___ day of _____ 202__.

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

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney