CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MARCH 6, 2024 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Certificate of Appreciation to Bay Area Council on Drugs and Alcohol (BACODA)

(b) Certificate of Appreciation to Galveston County Health District (GCHD)

(c) Certificate of Appreciation to Taking Our Best Shot (TOBS)

(5) REPORTS

(a) Fire Inspection Prevention Report (Fire Marshal)

(6) PUBLIC HEARING

(a) Request for Extension of Time for the Preliminary Zoning Approval of the Marlow Lake North PUD Application

(7) ZONING PRELIMINARY APPROVAL

(a) Consider and take action on a Request for Extension of Time for the Preliminary Zoning Approval of the Marlow Lake North PUD Application. (Transportation and Planning)

(8) PUBLIC COMMENTS

(9) CONSENT AGENDA

(a) Approve City Commission Minutes for the February 21, 2024 meeting. (City Secretary)

(b) Consider and take action on Resolution No. 2024-031, ratifying the submission of grant application 4594102 for the Bullet-Resistant Shield Grant Program to the Texas Office of the Governor, Public Safety Office, by the Texas City Police Department. (Mayor's Office-Grant's Administration)

(c) Consider and take action on Resolution No. 2024-032, ratifying the submission of the grant application 4735102 for the Riffle-Resistant Body Armor Grant Program to the Texas Office of the Governor, Public Safety Office, by the Texas City Police Department. (Mayor's Office-Grant's Administration)

(d) Consider and take action on Resolution No. 2024-033, approving the construction and installation of Fiber Internet Services from PS Lightwave to Fire Station 4. (Information Technology)

(e) Consider and take action on Resolution No. 2024-034, authorizing the Texas City Economic Development Corporation to purchase and install video surveillance equipment, access control, and network cabling at the Phoenix Business Accelerator. (Economic Development)

(f) Consider and take action on Resolution No. 2024-035, awarding a contract for RFB No. 2024-445 to DSW Homes, LLC., and authorizing the Mayor to enter into a contract in response to the awarding of RFB No. 2024-445. (Community Development)

(g) Consider and take action on Resolution No. 2024-036, authorizing the submission of an application to the Texas General Land Office for the contracting of a consulting firm to complete the development of the 2025 Texas City Hazard Mitigation Plan Update. (Mayor's Office-Grant's Administration)

(h) Consider and take action on Resolution No. 2024-037, awarding a contract for RFB No. 2024-447 to Dale Construction and Renovation and authorizing the Mayor to enter into a contract in response to RFB No. 2024-447. (Community Development)

(i) Consider and take action on Resolution No. 2024-038, awarding a contract for Bid No. 2024-443 Potable Water Tank Rehabilitation Project to I&S Tank Services, LLC., and authorizing the Mayor to enter into a contract for Bid No. 2024-443. (Public Works)

(j) Consider and take action on Resolution No. 2024-039, awarding a contract for RFB No. 2024-446 to DSW Homes, LLC., and authorizing the Mayor to enter into a contract for RFB No. 2024-446. (Community Development)

(k) Consider and take action on Resolution No. 2024-040, awarding a contract for PCI Project No. 12144.23.01 Exterior Moore Memorial Public Library Repairs to Brazos Commercial Roofing. (Public Works)

(l) Consider and take action on Resolution No. 2024-041, authorizing the complete submission of a Grant Application to the Texas Dept. of Housing and Community Affairs for HOME funds. (Mayor's Office-Grant's Administration)

(10) REGULAR ITEMS

(a) Consider and take action on the second reading of Ordinance 2024-04, amending the Texas City Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" and providing for publication and an effective date. (Transportation and Planning)

(b) Consider and take action on Resolution No. 2024-042, approving a contract for Engineering and Roadway Design Services for the Holland Road East Extension at I-45 Gulf Freeway. (Transportation and Planning)

(c) Consider and take action on Resolution No. 2024-043, authorizing the Texas City Economic Development Corporation to award Bid No. 2024-449 Texas City Community Plaza Project to B&D Contractors Inc. (Management Services)

(d) Consider and take action on Ordinance No. 2024-08, amending the fiscal year 2023-2024 budget to appropriate funds for engineering services for the Holland Road Extension Project. (Finance)

(e) Consider and take action on Ordinance No. 2024-09, amending the fiscal year 2023-2024 budget to appropriate funds for additional professional GIS services. (Finance)

(f) Consider and take action on Ordinance No. 2024-10, amending the fiscal year 2023-2024 budget to appropriate funds for the Texas City Community Plaza Project. (Finance)

(11) COMMISSIONERS' COMMENTS

(12) MAYOR'S COMMENTS

(13) 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 MARCH 1, 2024, 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 **(5) (a)**

Meeting Date: 03/06/2024

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Fire Inspection Prevention Report (Fire Marshal)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report

Texas City Fire Department
Fire Marshal's Office

Who We Are:

- A Law Enforcement Agency within the Fire Department.
- Assigned Staff: 5 (1 Fire Marshal & 2 Assistant Fire Marshal, 2 Neighborhood Improvement Services Officers)



Mission:



- Reduce health and safety risk to the public, as well as Fire Department Personnel through conscientious risk management, and public education.

Responsible For:

- Planning & Development *(Reviewing Detailed site plans, Zoning changes, preliminary plats, re-plats, Environmental Assessments, Civil Blue Prints, Mechanical Blue Prints, and Structural Blue Prints)*
- Fire Investigations

(*Cause determination, Criminal investigations, warrants, and court proceedings*)

- Public Education

(Fire Prevention presentations at local schools, Fire Extinguisher classes to various community groups)

- Enforcing City Ordinances **(Zoning, Building and Fire Code)**
- Inspections

(Only City Entity that conducts re-occurring safety inspections of existing Occupancies for Health and safety compliance)
(Certificate of Occupancy Inspections)

- Neighborhood Improvement Services

(*Assist with all facets of Neighborhood Improvement services*)

Responsible For Contd:

- Custodian of Records

(Submitting all Fire Department response records to the State monthly, reviewing open records request, and maintaining Fire Department data base.)

- Issuing Operational Permits

(Alcohol permits, hazardous operations, flammable liquid storage, compressed gas storage, Explosive storage and transport, burn permits, fuel dispensing, daycares/group homes, and paint booths)

- Provide Technical Assistance & Research

(consultations to internal and external customers. Architect's, Engineers, Developers, and the general public. Fire safety and evacuation plans)

- Complaints

(Citizen complaints, hazardous situations, property access complaints, fire lane violations)

Special Programs



- **Permit Inspection program**

From 1960 to 2009, permit inspection program collected zero dollars.

New program instituted in 2009 designed to offset the Fire Department cost, and man hours spent conducting operational permit inspections.

From 2009 to 2015, permit inspection program collected approximately $ 196,676.52

- **Smoke Detector Program**

Nearly 4,000 Americans die every year in residential fires. Smoke alarms can provide your family with crucial early warning time to get out of the house quickly before toxic fumes accumulate to lethal levels. A working smoke alarm can double your chance of surviving a fire in the home. Texas City Fire Department provides free smoke detectors to Texas City residents that reside in privately owned homes, and have a genuine need.

- ***Fire Prevention:*** Visit to every school in Texas City teaching students Stop Drop and Roll, Emergency Escape plans, and Test your smoke alarms. Annual Poster Contest.



Service Provided 2023

- **Inspections- Approximately 1600**

  -Up from approximately 1300 the previous year

- **Fires- 223 Investigated**
  - Structure
  - Brush or rubbish
  - Vehicle
  - Dumpster/ trash

- **Complaints mitigated:** Numerous impaired fire alarm systems, burning trash, Over Crowding of commercial occupancies, locked egress doors, fire lane parking, BBQing on balconies, hording and improper storage.
- **Public Education:** Approximately 5000 students instructed annually through various classes such as: Fire extinguisher training, Emergency planning, Fire safety in the home including home safety assessments.
- **Plan Reviews:** Approximately 350

Fireworks Inspection



O’Reilly Auto Parts



O'Reilly Auto Parts



Apartment Complaints Resolved









Frequently asked Questions

- Q: Why does the Fire Marshal take up to 30 days to review my plans?
- A: We have a first-come, first-served policy, so depending on the current volume of submittals and inspection requests, (our 2 staff members are both plan reviewers and inspectors), your plans could take from a day, up to 40 days. However, we strive to get all plans reviewed within as soon as possible.

- Q: Why is there overlap between the regulations that the Fire Marshal enforces and those enforced by the Railroad commission, State Fire Marshal's Office, OSHA, EPA, and TCEQ?
- A: The Fire Marshal's Office enforces the Fire Code, which has many provisions pertaining to hazardous materials. Our focus is on fire safety, injury prevention, and environmental protection. Each agency has many regulations that differ, there are some overlapping regulations as well.

- Q: I live in an apartment and I was told I cannot grill on my balcony. Is there a regulation prohibiting this?
  A: Yes, the use of open flame grills is prohibited if within 10 feet of an apartment building. Small electric grills that do not produce an open flame and small propane grills with 20lb/5gal tanks are allowed under the fire code, however, they may be prohibited by the building management company.

- Q: Where should I place smoke detectors in my home?
  A: Smoke detectors should be placed on each floor and in each bedroom, as well as in hallways leading to bedrooms.

CITY COMMISSION REGULAR MTG **(6) (a)**

Meeting Date: 03/06/2024

Consider and take action on a Request for Extension of Time for the Preliminary Zoning Approval of the Marlow Lake North PUD Application

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 a Request for Extension of Time for the Preliminary Zoning Approval of the Marlow Lake North PUD Application previously approved by City Commission on March 16, 2022, to allow more time to complete the platting and development of the subdivision. Located on the west side of SH 3 immediately north and adjacent to Marlow Lake Subdivision.

Developer requests an extension of the preliminary zoning approval until March 16, 2025: The City Commission has the authority to grant an extension of time to the preliminary zoning approval. A recommendation is requested from the Planning Board to the City Commission regarding the requested extension.

BACKGROUND (Brief Summary)

Marlow Lake North Subdivision is a 158-unit single family residential planned unit development on 68.355 acres of undeveloped land located on the west side of SH 3 immediately north and adjacent to the Marlow Lake Subdivision. The developer is SSLT, LLC, an affiliate of Sprint Sand. Sprint Sand owns and operates the active sand mine adjacent to the subdivision. The development is part of the approved post pit plan for the sand mine.

RECOMMENDATION

Staff recommend approval of the request for extension of time to the preliminary zoning approval. The Marlow Lake Subdivision is separate from but adjacent to the Marlow Lake North Subdivision. Sections 1 through 4 are located in the Marlow Lake Subdivision. Section 5 is the first section being platted in Marlow Lake North Subdivision. The buildout of Sections 1 through 3 is substantially complete with many new, high-quality homes being constructed and occupied by the owners. The pocket park construction for Sections 1 through 3 is in place and operational. The infrastructure of Section 4 is complete, and the plat recorded on July 14, 2023. The construction of the walking trail and landscape amenities has been slow. The Developer has installed the decorative fencing, some sidewalks and provided plans for landscaping and hardscaping along the walking trails at the finished top of bank of the eventual future lake.

There have been no significant changes to conditions surrounding the Marlow Lake North development. It would be recommended for approval if first presented at this time instead of two years ago in 2022. With improvements in the economy and normalization of the changing interest rates, there is no reason not to anticipate continued good absorption of the housing products produced through the subdivision.

Fiscal Impact

Attachments

Staff Report - Extension of Time - Preliminary Zoning Appvl

CITY OF TEXAS CITY, TEXAS

ENGINEERING & PLANNING • OFFICE (409) 643-5936

Mayor:
Dedrick Johnson

Commissioners:
Thelma Bowie
Abel Garza Jr.
DeAndre' Knoxson
Felix Herrera
Dorthea Jones Pointer
Jami Clark

TO: Planning Board – February 19, 2024, Regular Meeting

FROM: Kim Golden, P.E., City Engineer

CC: Doug Kneupper, P.E.

Date: February 15, 2024

RE: Marlow Lake North Subdivision - Requests for Extension of Time – Preliminary Zoning Approval

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Background: Marlow Lake North Subdivision is a 158-unit single family residential planned unit development on 68.355 acres of undeveloped land located on the west side of SH 3 immediately north and adjacent to the Marlow Lake Subdivision. The developer is SSLT, LLC, an affiliate of Sprint Sand. Sprint Sand owns and operates the active sand mine adjacent to the subdivision. The development is part of the approved post pit plan for the sand mine.

Extension of Time – Preliminary Zoning Approval of the PUD: The City Commission gave preliminary zoning approval to the zoning change from District A – Single Family Residential to District I – Planned Unit Development for the Marlow Lake North Subdivision following a public hearing at its regular meeting on March 16, 2022. Within twelve months, the developer applied for Section 5 Preliminary Plat approval. The Planning Board approved the preliminary plat at its meeting on April 17, 2023. The Developer then applied for Section 5 Final Plat approval on April 21, 2023. The Developer received three sets of comments on the final plat submittal but has not yet responded to the last set of comments provided in September 2023. Preliminary Plats are valid for a period of 12 months unless extended. The approval of the Preliminary Plat extends the preliminary zoning approval for either 12 months or until a final plat is approved. Because the final plat has not yet been approved, the preliminary zoning approval will expire with the preliminary plat approval of Section 5 on April 17, 2024.

Developer requests an extension of the preliminary zoning approval until March 16, 2025: The City Commission has the authority to grant an extension of time to the preliminary zoning approval. A recommendation is requested from the Planning Board to the City Commission regarding the requested extension.

Justification for Extensions of Time requested: Developer needs additional time to complete the processing of a final plat and construction drawings and to begin construction of the infrastructure. The Developer has experienced delays due to increases in interest rates and the resulting impact on the housing market. In addition, the Marlow Lake North subdivision is situated around an active sand mine. The development is part of the approved post pit

plan for the sand mine. The subdivision cannot be fully built out with all amenities until the sand mining operations are complete. The slowdown in the economy and housing market has resulted in an extension of the expected timeline for completion of the sand minding operations and closing of the sand mine.

Staff analysis and recommendation: Staff recommend approval of the request for extension of time to the preliminary zoning approval. The Marlow Lake Subdivision is separate from but adjacent to the Marlow Lake North Subdivision. Sections 1 through 4 are located in the Marlow Lake Subdivision. Section 5 is the first section being platted in Marlow Lake North Subdivision. The buildout of Sections 1 through 3 is substantially complete with many new, high-quality homes being constructed and occupied by the owners. The pocket park construction for Sections 1 through 3 is in place and operational. The infrastructure of Section 4 is complete, and the plat recorded on July 14, 2023. The construction of the walking trail and landscape amenities has been slow. The Developer has installed the decorative fencing, some sidewalks and provided plans for landscaping and hardscaping along the walking trails at the finished top of bank of the eventual future lake.

There have been no significant changes to conditions surrounding the Marlow Lake North development. It would be recommended for approval if first presented at this time instead of two years ago in 2022. With improvements in the economy and normalization of the changing interest rates, there is no reason not to anticipate continued good absorption of the housing products produced through the subdivision.

CITY COMMISSION REGULAR MTG **(7) (a)**

Meeting Date: 03/06/2024

Consider and take action on a Request for Extension of Time for the Preliminary Zoning Approval of the Marlow Lake North PUD Application

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

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BACKGROUND (Brief Summary)

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The City Commission previously gave Preliminary Zoning Approval to the Marlow Lake North PUD rezoning to District I at its regular meeting on March 16, 2022 following a Public Hearing. Within twelve months, the developer applied for Section 5 Preliminary Plat approval. The Planning Board approved the preliminary plat at its meeting on April 17, 2023. The Developer then applied for Section 5 Final Plat approval on April 21, 2023. The Developer received three sets of comments on the final plat submittal but has not yet responded to the last set of comments provided in September 2023. Preliminary Plats are valid for a period of 12 months unless extended. The approval of the Preliminary Plat extends the preliminary zoning approval for either 12 months or until a final plat is approved. Because the final plat has not yet been approved, the preliminary zoning approval will expire with the preliminary plat approval of Section 5 on April 17, 2024.

Developer is requesting an extension of the Preliminary Zoning Approval to allow more time to complete the platting and development of the subdivision. Developer requests an extension of the preliminary zoning approval until March 16, 2025. Planning Board recommended approval of the extension at its regular meeting on February 19, 2024. The City Commission has the authority to grant an extension of time to the preliminary zoning approval.

RECOMMENDATION

Planning Board recommended approval of the extension at its regular meeting on February 19, 2024.

Staff recommend approval of the request for extension of time to the preliminary zoning approval. The Marlow Lake Subdivision is separate from but adjacent to the Marlow Lake North Subdivision. Sections 1 through 4 are located in the Marlow Lake Subdivision. Section 5 is the first section being platted in Marlow Lake North Subdivision. The build out of Sections 1 through 3 is substantially complete with many new, high-quality homes being constructed and occupied by the owners. The pocket park construction for Sections 1 through 3 is in place and operational. The infrastructure of Section 4 is complete, and the plat recorded on July 14, 2023. The construction of the walking trail and landscape amenities has been slow. The Developer has installed the decorative fencing, some sidewalks and provided plans for landscaping and hardscaping along the walking trails at the finished top of bank of the eventual future lake. There have been no significant changes to conditions surrounding the Marlow Lake North development. It would be recommended for approval if first presented at this time instead of two years ago in 2022. With improvements in the economy and normalization of the changing interest rates, there is no reason not to anticipate continued good absorption of the housing products produced through the subdivision.

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Staff analysis and recommendation: Staff recommend approval of the request for extension of time to the preliminary zoning approval. The Marlow Lake Subdivision is separate from but adjacent to the Marlow Lake North Subdivision. Sections 1 through 4 are located in the Marlow Lake Subdivision. Section 5 is the first section being platted in Marlow Lake North Subdivision. The buildout of Sections 1 through 3 is substantially complete with many new, high-quality homes being constructed and occupied by the owners. The pocket park construction for Sections 1 through 3 is in place and operational. The infrastructure of Section 4 is complete, and the plat recorded on July 14, 2023. The construction of the walking trail and landscape amenities has been slow. The Developer has installed the decorative fencing, some sidewalks and provided plans for landscaping and hardscaping along the walking trails at the finished top of bank of the eventual future lake.

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CITY COMMISSION REGULAR MTG **(9) (b)**

Meeting Date: 03/06/2024

Ratify submission of Bullet-Resistant Sheild Grant Application 4594102 to the Texas Office of the Governor

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Please ratify the submission of the grant application 4594102 for the Bullet-Resistant Shield Grant Program to the TX Office of the Governor, Public Safety Office, by the Texas City Police Department.

BACKGROUND (Brief Summary)

The City applied for and received funds under this grant opportunity for FY' 24 in the amount of $120,000 which provided 13 shields for the patrol officers of TCPD. Adding 20 more would put the total amount of shields for the Department at 33, which is half of the patrol.

The application was submitted by Officer Schanzer prior to the 2/8/24 deadline with the assistance of the Grants Administration Office.

RECOMMENDATION

It is the recommendation of the Mayor and the Director of Community Development & Grants Administration that the submission of this application be ratified.

Fiscal Impact

Funds Available Y/N:

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

Receipt of these funds would provide $127,875.00 to the TCPD to provide 20 shields to patrol officers.

Attachments

Resolution 2023-008

4594102 Grant Application Summary

RESOLUTION NO. 2023-008

A RESOLUTION AMENDING RESOLUTION NO. 2022-080 AUTHORIZING THE CITY OF TEXAS CITY (POLICE DEPARTMENT) TO SUBMIT AND ADMINISTER AN APPLICATION FOR GRANT/APP 4594101; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, The City of Texas City, Texas, finds it in the best interest of the citizens of Texas City, Texas, that the SH-Bullet- Resistant Shield Grant Program be operated for the year 2023; and

WHEREAS, the City of Texas City, Texas, agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Texas City assures that the funds be returned to the Office of the Governor in full; and

WHEREAS, the City of Texas City, Texas, designates Titilayo Smith, Grant Administrator, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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, designates Titilayo Smith, Grant Administrator, as the authorized official to apply for, accept reject, reject, alter or terminate the grant on behalf of the applicant agency.

SECTION 2: The City of Texas City approves submission of the grant application for the SH-Bullet- Resistant Shield Grant Program to the Office of the Governor.

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

PASSED AND ADOPTED this 18th day of January 2023.

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

Grant Number: _____4460101_____

Snapshot Description: Application - Submitted by Applicant
Created: 2/6/2024 10:58:24 AM

Agency Name: Texas City, City of
Grant/App: 4594102 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: Bullet-Resistant Shield
Status: Application Pending AO Certification

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460023843002

Application Eligibility Certify:
Created on:2/1/2024 1:24:51 PM By:Melissa Schanzer

Profile Information

Applicant Agency Name: Texas City, City of
Project Title: Bullet-Resistant Shield
Division or Unit to Administer the Project: Texas City Police Department
Address Line 1: 1801 9th Avenue North
Address Line 2:
City/State/Zip: Texas City Texas 77592-5472
Start Date: 9/1/2024
End Date: 8/31/2025

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
Name: Titilayo Smith
Email: tsmith@texascitytx.gov
Address 1: 928 5th Ave.
Address 1:
City: Texas City, Texas 77591
Phone: 409-643-5731 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Dir. Community Development & Grants Administration

Financial Official
Name: Ryan McClellen
Email: rmcclellen@texascitytx.gov
Address 1: 1801 9th Avenue North
Address 1:
City: Texas City, Texas 77590
Phone: 409-643-5922 Other Phone:
Fax:
Title: Mr.
Salutation: Mr.
Position: Interim Finance Director

Project Director

Name: Landis Cravens
Email: lcravens@texascitytx.gov
Address 1: 1004 9th Ave. N.
Address 1:
City: Texas City, Texas 77590
Phone: 409-682-6744 Other Phone:
Fax:
Title: Mr.
Salutation: Chief
Position: Chief

Grant Writer
Name: Melissa Schanzer
Email: mschanzer@texascitytx.gov
Address 1: 1004 9th Avenue North
Address 1:
City: Texas City, Texas 77590
Phone: 409-643-5736 Other Phone: 409-643-5720
Fax:
Title: Ms.
Salutation: Officer
Position: Training Coordinator

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460023843002
Unique Entity Identifier (UEI): C11CU28JD8B8

Narrative Information

Introduction

The Bullet-Resistant Shield Grant Program equips law enforcement officers at risk of shootings with bullet-resistant shields.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Active Shooter Policy
All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:
- Concepts and Principles
- Community/First Responder Agency Notifications
- Mutual Aid Implementation
- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command - Unified Command Considerations
- Incident Debriefing
- Training

ALERRT Training
All officers provided with a grant funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course catalog can be found here: https://alerrt.org/Upcoming.

NIJ Ballistic Shield Standards
Applicant assures that shields purchased with grant funds will comply with the National Institute of Justice (NIJ) Level III, III+, or IV.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. §

1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The funds will assist in equipping our officers with ballistic shields. By the end of 2024, all of our officers will have attended ALERRT Level 1 and will be eligible to carry these shields.

Problem Statement :

The underlying problem that the project will address is giving our officers an additional means of protection in situations that involve suspects with weapons. Currently, if an emergent situation occurred at one of our schools, officers would have to make entry with limited protection from various weapons.

Supporting Data :

The majority of officers only have body armor vests which will not protect against certain firearms, like rifle rounds or armor piercing rifles. Though our officers are trained to enter a location and eliminate the threat, these shields will give our officers a higher survival rate if the threats open fires on officers.

Project Approach & Activities:

This project will allot our department the funds necessary to purchase ballistic shields to help protect our officers during critical incidents involving weapons that can pierce their body armor vests.

Capacity & Capabilities:
Our organization is composed of nearly 100 sworn officers and approximately 65 frontline patrolmen. The majority of our officers have attended some sort of active shooter training and others have attended the ALERRT training. In 2023, we sent six officers to ALERRT Level 1 train the trainer. We are currently running ALERRT Level 1 courses to get all of our officers through the state mandated course as well as several officers in our region. ALERRT training is now a priority for all of our officers. These shields will allow our officers to eliminate a threat more safely than without.

Performance Management :

The applicant organization will measure success for this project by maintaining safety of our officers. The goal of this project is to purchase ballistic shields and make sure each officer ends his daily tour of duty without injury.

Target Group :

These ballistic shields will assist our agency, each individual officer who is able to carry one of these shields

and possibly even the public if an victim needs to be shielded while trying to get out of an area safely.

Evidence-Based Practices:

In 2018, our officers were some of the first responding officers on scene of the Santa Fe High School shooting. Several of our officers entered the building first to eliminate the threat. Fortunately, the threat cooperated an was taken into custody. If/when something like this happens again, we might not be so fortunate. With the use of ballistic shields, our officers have a higher rate of survival.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	100 percent of funds will be used on ballistic shields and shipping

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/Operators equipped	20
Equipment or technology: Organizations directly using	1
Number of bullet-resistant shields purchased with grant funds.	20

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress

in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2024
Enter the End Date [mm/dd/yyyy]:

9/30/2025
Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:

6326164
Enter the amount (in Whole Dollars $) of State Grant Funds expended:

0
Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

2/15/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Bullet-Resistant Shield	Custom Point Blank Vanguard Shields - Level III, 20 x 30, w/viewport & no light	$127,000.00	$0.00	$0.00	$0.00	$127,000.00	20

Equipment	Bullet-Resistant Shield	Shipping Cost for 20 shields	$875.00	$0.00	$0.00	$0.00	$875.00	1

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	$127,875.00	$0.00	$0.00	$0.00	$127,875.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$127,875.00	$0.00	$0.00	$0.00	$127,875.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: mschanzer

CITY COMMISSION REGULAR MTG **(9) (c)**

Meeting Date: 03/06/2024

Ratify submission of Riffle-Resistant Body Armor Grant Application 4735102 to the Texas Office of the Governor

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Please ratify the submission of the grant application 4735102 for the Riffle-Resistant Body Armor Grant Program to the TX Office of the Governor, Public Safety Office, by the Texas City Police Department.

BACKGROUND (Brief Summary)

The City applied for and received funds under this grant opportunity for FY' 24 in the amount of $30,000 which provided 62 body armors for the TCPD. Adding 20 more would put the total amount of armors for the Department at 102, which would outfit the entire department. The application was submitted by Officer Schanzer prior to the 2/8/24 deadline with the assistance of the Grants Administration Office.

RECOMMENDATION

It is the recommendation of the Mayor and the Director of Community Development & Grants Administration that the submission of this application be ratified.

Fiscal Impact

Funds Available Y/N:

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

Award of this grant would add $30,000 to the TCPD's FY'25 budget for the purchase of rifle-resistant body armor.

Attachments

Resolution 2023-048 Amendment 2

4735102 Grant Summary

RESOLUTION NO. 2023-048

A RESOLUTION AMENDING RESOLUTION NO. 2023-021 APPROVING THE SUBMISSION OF A GRANT APPLICATION TO TEXAS OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE FOR THE "RIFLE-RESISTANT BODY ARMOR ACQUISITION," GRANT/APP 4735101 - FY 2024 ON BEHALF OF THE TEXAS CITY POLICE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas Office of the Governor, Public Safety Office has funding under the "Rifle-Resistant Body Armor Grant Program" which supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor; and

WHEREAS, the City of Texas City, on behalf of the Texas City Police Department (TCPD) has submitted Grant/App 4735101 for the Rifle-Resistant Body Armor Acquisition Project; and

WHEREAS, TCPD will use funds, if awarded, to provide rifle resistant body armor to our officers; and

WHEREAS, the City of Texas City, Texas, agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Texas City assures that the funds be returned to the Office of the Governor in full; and

WHEREAS, the City of Texas City, Texas, designates Titilayo Smith, Grants Administrator, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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 submission of a grant application to Texas Office of the Governor, Public Safety Office for funding under the "Rifle-Resistant Body Armor Acquisition," Grant/App 4735101- FY 2024 on behalf of the Texas City Police Department and names Titilayo Smith, Grants Administrator, as the authorized official of the grantee.

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

PASSED AND ADOPTED this 19th day of April 2023.

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

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney

Snapshot Description: Application - Submitted by Applicant
Created: 2/6/2024 10:59:34 AM

Agency Name: Texas City, City of
Grant/App: 4735102 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: Rifle-Resistant Body Armor Acquisition
Status: Application Pending AO Certification

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460023843002

Application Eligibility Certify:
Created on:2/1/2024 1:43:16 PM By:Melissa Schanzer

Profile Information

Applicant Agency Name: Texas City, City of
Project Title: Rifle-Resistant Body Armor Acquisition
Division or Unit to Administer the Project: Texas City Police Department
Address Line 1: 1801 9th Avenue North
Address Line 2:
City/State/Zip: Texas City Texas 77592-5472
Start Date: 9/1/2024
End Date: 8/31/2025

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
Name: Titilayo Smith
Email: tsmith@texascitytx.gov
Address 1: 928 5th Ave.
Address 1:
City: Texas City, Texas 77591
Phone: 409-643-5731 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Dir. Community Development & Grants Administration

Financial Official
Name: Ryan McClellen
Email: rmcclellen@texascitytx.gov
Address 1: 1801 9th Avenue North
Address 1:
City: Texas City, Texas 77590
Phone: 409-643-5922 Other Phone:
Fax:
Title: Mr.
Salutation: Mr.
Position: Interim Finance Director

Project Director

Name: Landis Cravens
Email: lcravens@texascitytx.gov
Address 1: 1004 9th Ave. N.
Address 1:
City: Texas City, Texas 77590
Phone: 409-682-6744 Other Phone:
Fax:
Title: Mr.
Salutation: Chief
Position: Chief

Grant Writer
Name: Melissa Schanzer
Email: mschanzer@texascitytx.gov
Address 1: 1004 9th Avenue North
Address 1:
City: Texas City, Texas 77590
Phone: 409-643-5736 Other Phone: 409-643-5720
Fax:
Title: Ms.
Salutation: Officer
Position: Training Coordinator

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460023843002
Unique Entity Identifier (UEI): C11CU28JD8B8

Narrative Information

Introduction

The Rifle-Resistant Body Armor Grant Program supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor.

Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency.

Peace Officers - all peace officers currently employed by the agency

Current total number of officers:

92
Reserve Officers - all other reserve officers

Current total number of officers:

16
Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Required Agency Policies
Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See "A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers" for more information.

NIJ Body Armor Standards
Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Personally Fitted Vest Requirement
Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:
1. Correctly-sized panels and carrier, determined through appropriate measurement; and
2. Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist, is excerpted from ASTM E3003.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

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Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The funds will assist in equipping our officers with rifle resistant body armor.

Problem Statement :

The underlying problem is that officers are not protected well enough for higher caliber weapons. Issuing officers rifle resistant body armor gives them one additional means of being able to survive a violent attack. Currently, if an emergent situation occurred at one of our schools, officers would have to make entry with limited protection from various weapons. Frontline law enforcement can use all of the protective equipment that they can get to be able to end their tour of duty uninjured.

Supporting Data :

The majority of our officers only have body armor vests which will not protect against certain firearms, like rifle rounds or armor piercing rifles. Though our officers are trained to enter a location and eliminate the threat, these rifle resistant body armor plates and vests will give our officers a higher survival rate if the threats open fires on officers.

Project Approach & Activities:

This project will allot our department the funds necessary to purchase rifle resistant body armor to help protect our officers during critical incidents involving weapons that can pierce their current body armor vests.

Capacity & Capabilities:
Our organization is composed of nearly 100 sworn officers and approximately 65 frontline patrolmen. Last year, we received funding to outfit 62 of our officers with rifle resistant body armor. In order to cover the other officers and reserves, we need at least another 40 rifle resistant body armor vest and plates to have our agency fully outfitted. These rifle resistant body armor plates and carriers will allow our officers to eliminate a threat more safely than without.

Performance Management :

The applicant organization will measure success for this project by maintaining safety of our officers. The goal of this project is to purchase rifle resistant body armor and make sure each officer ends his daily tour of duty without injury.

Target Group :

Rifle resistant body armor issued to every single officer will assist our agency and each individual officer who is assigned one.

Evidence-Based Practices:

In 2018, our officers were some of the first responding officers on scene of the Santa Fe High School shooting. Several of our officers entered the building first to eliminate the threat. Fortunately, the threat cooperated an was taken into custody. If/when something like this happens again, we might not be so fortunate. With the use of refile resistant body armor, our officers have a higher rate of survival.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	100 percent of funds will be used on rifle resistant body armor and shipping

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL

Equipment or technology: Individuals/Operators equipped	40
Equipment or technology: Organizations directly using	1
Number of bullet resistant plates purchased with grant funds	40
Number of bullet resistant vests purchased with grant funds.	40
Number of plate carriers purchased with grant funds	40

Objective Outcome Measures

OUTCOME MEASURE	**TARGET LEVEL**

Custom Output Measures

CUSTOM OUTPUT MEASURE	**TARGET LEVEL**

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	**TARGET LEVEL**

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and

4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2024
Enter the End Date [mm/dd/yyyy]:

9/30/2025
Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:

6326164
Enter the amount (in Whole Dollars $) of State Grant Funds expended:

0
Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

2/15/2023
Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Bulletproof Vest	Custom Point Blank Active Shooter Rifle Plate Carrier w/two model 10800 Level IV Shooters cut plates	$19,000.00	$0.00	$0.00	$0.00	$19,000.00	40
Equipment	Bulletproof Vest	Shipping for 40 body armors	$486.00	$0.00	$0.00	$0.00	$486.00	1

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	$19,486.00	$0.00	$0.00	$0.00	$19,486.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$19,486.00	$0.00	$0.00	$0.00	$19,486.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: mschanzer

CITY COMMISSION REGULAR MTG **(9) (d)**

Meeting Date: 03/06/2024

Approve the construction and installation of fiber services to Fire Station 4

Submitted For: Robert Turner, Information Technology

Submitted By: Robert Turner, Information Technology

Department: Information Technology

Information

ACTION REQUEST

Approve the Construction and Installation of Fiber Internet Services from PS Lightwave to Fire Station 4.

BACKGROUND (Brief Summary)

Construction of new fiber internet services from PS Lightwave to Fire Station 4. Construction will relocate the secondary fiber internet connection from the Texas City Criminal Justice Center to Fire Station 4 and establish a new private connection from Texas City Criminal Justice to Fire Station 4. The total non-reoccuring construction cost is $77,942.67.

Funds are available in the City of Texas City Information Technology FY2023-2023 annual budget, Fund 101-105.

RECOMMENDATION

It is the recommendation of the City of Texas City Information Technology Department that the City Commission approve this construction.

Fiscal Impact

Attachments

PS-Lightwave

PURE SPEED LIGHTWAVE

5959 Corporate Dr. - Suite 3300
Houston, TX 77036
Phone: 832-615-8000 Fax: 713.510.1650

QUOTE

Quote Prepared: 10/31/2023
Quote Expires: 11/30/2023

To: Robert Turner
rturner@texascitytx.gov
City of Texas City
1801 9th Ave
Texas City, Texas 77592
409 502-8711

Lead Time: 135 Business Days

Sales Executive	Quote ID	Quote Description
David Caddle 832-615-7721 dcaddle@pslightwave.com	QT-22143/1	1Gb from the PD to the FS4 and relocate services

QTY	TERM	ITEM DESCRIPTION	ALOC/ZLOC	NON-RECURRING COST*	MONTHLY RECURRING COST*
1.00	5 Years	Ethernet Point-to-Point 1 Gbps	5721 A Lago Mar Blvd 1004 9th Avenue N	$0.00	$838.00
1.00	5 Years	Ethernet Point-to-Point 1 Gbps	5721 A Lago Mar Blvd 555 W Walker	$0.00	$838.00
1.00	5 Years	Dedicated Internet Gig Speed - 1 Gig	5721 A Lago Mar Blvd	$0.00	$1,381.00
1.00	5 Years	Ethernet Point-to-Point 5 Mbps	5721 A Lago Mar Blvd 9472 Airport Dr	$0.00	$169.00
1.00	5 Years	IPv4 /27 Includes 29 Usable Static IP Addresses	5721 A Lago Mar Blvd	$0.00	$50.00
1.00	One Time Charge	Non-Recurring Cost based on a new five year term	5721 A Lago Mar Blvd	$77,942.67	$0.00
1.00	One Time Charge	Credit for overcharge on the installation to 1004 9th Avenue	1004 9th Avenue N	$-28,440.58	$0.00
				TOTAL NRC	$49,502.09
				TOTAL MRC	$3,276.00

*Pricing is subject to applicable taxes & fees.

Special Instructions:

Current A LOC - Police Department 1004 9th Ave N New A LOC - Fire Station 4 - 5721 A Lago Mar Blvd, Texas City, TX 77591 - Relocate all services currently at the Police Department to Fire Station 4 under contract PLW-18397, CID 340, 446 and upgrade the 100Mb EPL to 555 W Walker St to 1Gb - CID 436

Credit is being applied $28,440.58 due to overcharges from the installation charge on contract PLW-18397

Please review, Service Level Agreement and Acceptable Use policy at www.pslightwave.com. This Quote (including pricing) shall remain in effect until the printed expiration date, the parties enter into a fully executed binding contract or PS Lightwave withdraws the quote, whichever occurs first.

CONFIDENTIAL & PROPRIETARY

CITY COMMISSION REGULAR MTG **(9) (e)**

Meeting Date: 03/06/2024

Approve the purchase and installation of video surveillance, access control and network cabling at the Phoenix Business Accelerator.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

Information

ACTION REQUEST

Approve the purchase and installation of video surveillance equipment, access control and network cabling at the Phoenix Business Accelerator (607 6th Street).

BACKGROUND (Brief Summary)

As part of the Texas City Economic Development Corporation's Strategic Plan, staff was directed to establish a business accelerator in downtown 6th Street. A building located at 607 6th Street was purchased for this purpose in 2023, and the EDC approved budgetary funding to support renovation, fixtures/furniture, equipment and security for the facility.

The purchase of video surveillance equipment, access control and network cabling will be made through DataVox (Texas DIR Vendor Number 176-025-1479-000) for a total maximum price of $67,612.22. This price includes $56,502.46 for video surveillance and access control and $11,109.76 for cabling.

Funds are available in the City of Texas City's FY2023-24 annual budget from the Texas City Economic Development Corporation, Fund 801. Information Technology will also assume a portion of the cost under Fund 101-105.

Access Control - Economic Development Corp - $13,585.27 / Information Technology - $42,917.19
Structured Cabling - Economic Development Corp - $11,109.76

The quote is attached for your review.

RECOMMENDATION

It is the recommendation of Economic Development – with support from Information Technology – that City Commission approve this purchase.

Fiscal Impact

Attachments

Access-Control-Security-Cams

Structured-Cabling

Physical Security Proposal

for

City of Texas City

Verkada Access Control Expansion

DVXB-20554

Revision : 2 Last Modified : 2/20/2024

Note: This proposal is valid until 3/21/2024

DataVox TXDPS License B16503

Account Manager

Dana Landry

System Design

John Liput

Dept. of Information Resources

DataVox Texas DIR Vendor Number: 176-025-1479-000

Contract Number: DIR-CPO-4766

DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

1701 East Lamar, Suite 170 | Arlington, TX 76006 | 817-288-2700



DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

Products and Services

Audio Visual

Cisco Systems

Cloud Solutions

Cyber Security

Data Center Technologies

IT Support & Managed Services

Mobility

Network Cabling

Network Technology

Phone Systems

Physical Security

Smart Building

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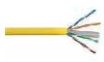
LOCATION SUMMARY

Location	Price
Video Surveillance	$10,839.39
Access Control	$45,663.07
Total Price (Excludes Sales Tax):	**$56,502.46**

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BILL OF MATERIALS

Video Surveillance			Installation Price
Video Surveillance Software Programming			
	1	**DataVox** Security Programming Labor	
		Video Surveillance Software Programming	**$575.00**
Video Surveillance Cameras			
	1	**DataVox** Miscellaneous Hardware For Mounting Components	
	5	**Verkada** CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	
		Video Surveillance Cameras	**$3,835.44**
Network Equipment			
OFE	1	**OFE** Owner Furnished Equipment Rack and Wire Managers	
OFE	1	**OFE** Owner Furnished Network Connectivity and Internet Services	
OFE	1	**OFE** Owner Furnished POE Network Switches for Security Devices in MDF/IDF Locations	
		Network Equipment	**$0.00**
Security Cabling			
	10	**DataVox** 5' Slim Cat 6 Patch Cable - Yellow	
	5	**DataVox** Miscellaneous Pathway Support and Cabling Material	
	1000	**General Cable** DataVox Security Cat 6 Cabling	
	5	**Panduit** Cat 6 Modular Jack	
	5	**Panduit** Cat 6 2 Port Surface Mount Box	
		Security Cabling	**$2,472.60**

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Recurring Subscription - 5 Years

5 **Verkada**
5-Year Camera License

Recurring Subscription - 5 Years **$3,281.35**

DataVox Management Services

1 **DataVox**
Solution Architect Design and Engineering Services

1 **DataVox**
Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out
Design and Engineering Services - CAD/ Visio As-Built Drawings, Product Detail Information, and Configuration Documentation
Commissioning Services - Testing, Tuning, and End User Training

DataVox Management Services **$675.00**

Total: **$10,839.39**

Access Control — Installation Price

Access Control Software Programming

1 **DataVox**
Security Programming Labor

Access Control Software Programming **$1,840.00**

Access Control Hardware



1 **Altronix**
AL1024ULACMCB Misc Power Supplies w/fire relay board converts a 115VAC 60Hz input into eight (8) independently controlled 24VDC Fail-Safe and/or Fail-Secure outputs



1 **Altex**
Power Cord for Power Supply

8 **DataVox**
Access Control Door Rough In

1 **DataVox**
Miscellaneous Hardware For Mounting Components



8 **HID**
Signo 40 Reader, Wall Mount, 13.56mHz &125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE

OFE 1 **OFE**
Owner Furnished Compatible Access Badges/Key Fob User Credentials

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	8	**Securitron** DPS for Metal Doors - Black	
	8	**Securitron** Rex Motion Detector	
	2	**Verkada** AC42 4 Door Controller	
	2	**Verkada** 4AH Backup Battery for AC41, AX11, and BP41	
		Access Control Hardware	**$18,192.68**

Electrified Door Hardware

DataVox	1	**DataVox** Miscellaneous Cables, Connectors, and Hardware	
	8	**Hes** 4500C Flush Mount Electric Strike for Cylindrical and Mortise Lockset, 12/24VDC, Stainless Steel	
		Electrified Door Hardware	**$11,773.56**

Network Equipment

OFE	1	**OFE** Owner Furnished Equipment Rack and Wire Managers	
OFE	1	**OFE** Owner Furnished Network Connectivity and Internet Services	
OFE	1	**OFE** Owner Furnished POE Network Switches for Security Devices in MDF/IDF Locations	
		Network Equipment	**$0.00**

Security Cabling

	2	**CSC** Cat6 Patch Cord, 15ft - Yellow	
	2000	**DataVox** DataVox Composite Cable	
DataVox	1	**DataVox** Miscellaneous Hardware For Mounting Components	
		Security Cabling	**$5,097.67**

Recurring Subscription - 5 Years

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Verkada	8	**Verkada** 5-Year Door License	
		Recurring Subscription - 5 Years	**$5,834.16**

DataVox Management Services

DataVox	1	**DataVox** Solution Architect Design and Engineering Services	
DataVox	1	**DataVox** Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out Design and Engineering Services - CAD/ Visio As-Built Drawings, Product Detail Information, and Configuration Documentation Commissioning Services - Testing, Tuning, and End User Training	
		DataVox Management Services	**$2,925.00**
		Total:	**$45,663.07**

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ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Physical Security proposal.

- **Permitting:** Access control permitting is not included in this scope of work. DataVox will assist with the permit procedure. All costs and labor associated with the permitting process will be billed to the Customer at cost. The Access Control permit will be filed with the city or county as a separate standalone permit, and not part of Certificate of Occupancy permit. After plans are submitted to the city or county, no changes can be made. If the design of the access control is altered by the Customer or another trade additional fees will be applied. DataVox is not responsible for failing lock inspection due to the Customer-provided fire panel and exit signs not functioning or designed correctly. Permitting fees and inspections are based on work being performed during normal working hours (Monday through Friday between 7:00AM and 3:30PM. Additional costs may apply if after hours permitting and inspection are required. **The Customer will provide CAD lighting plans with locations of fire pulls, STI Stoppers, exit signs, and sprinklers of the building prior to installation. IMPORTANT: If the CAD lighting plans are not provided, an additional design fee will be billed.** The Customer will provide a copy of the certificate of occupancy number, if applicable. Intrusion permit will need to be submitted, paid and filed by customer at local jurisdiction prior to activating alarm system.
- **Access Control:** Customer to provide all required IP addresses for card readers prior to installation, including subnet and default gateway. Customer is responsible for providing wall space for mounting access control enclosures, 120VAC power, fire-rated plywood backboard, network uplink, and normally closed fire relay connectivity. This scope of work includes standard access control hardware required such as card readers, badges/credentials, REX motion sensors, door contacts, and power supplies for all new doors. Additional hardware that is not included such as door release buttons and panic buttons would require change order.
- **Electrified Hardware:** DataVox scope of work includes providing and installing electrified hardware for new access control doors. Additional equipment such as key switches, STI stoppers, ADA equipment, fire pulls and exit signs are not included in this scope. AHJ code may require additional egress hardware to meet permitting requirements and may result in a change order. Existing hardware intended to be reused is assumed to be in place today and functioning properly to be reused on new system.
- **Badges/Credentials:** DataVox scope of work is based on customer utilizing existing badges or credentials. Customer must provide test badges with facility code, badge numbers, and card format prior to installation. Customer is responsible for mass employee badge enrollment and will be required to import existing users from old database and enroll credentials to new system prior to system cutover. DataVox is not responsible for badges being compatible with secondary systems such as shared building systems or time clock systems.
- **Security Cameras:** Customer to provide all required IP addresses for cameras prior to installation, including subnet and default gateway. All exterior cameras will be mounted at a height of 12 to 14 feet from the ground. All cameras will be within 300ft of a network IDF/ switch when running category 6 cable segments. This scope of work includes aim, focus, and one time refocus of cameras to refine customer desired field of views. Additional modifications of cameras may require change order. Cameras included in this scope of work are designed for general surveillance at agreed upon locations. If specialty cameras, such as Pan/Tilt/Zoom, Facial Recognition, or License Plate Recognition cameras, are needed change order will be required.
- **Network Connectivity:** Administrative and remote VPN access to Customer's network is to be provided to DataVox during installation. Active network hardware and connectivity, such as but not limited to internet service, network connectivity between multiple IT closets or buildings, and fiber/copper backbone is to be provided by others.
- **Network Equipment:** Customer is responsible for providing a conditioned IT environment with equipment rack, cabinet, wire management, cable trays, and power. Active network gear such as surge protection, workstations, PC speakers/headsets, monitors, KVMs, patch panels, POE switches, and UPS/ battery back-up are to be provided and installed by others.
- **Mobile Application:** If mobile application is available with software included in this proposal, DataVox will assist in initial training for set up, however, Customer is responsible for internal knowledge transfer and set up of all users. Some systems may require Customer to open ports on Firewall for accessibility. If Customer's IT elects not to make required programming, mobile application may not be available for use.
- **Cabling:** DataVox scope of work includes providing and installing security Cat 5e/6 cabling for camera/IP device locations including patch cables, security 18 AWG or industry standard composite cabling for access control. If specific cable color is required and not included in this scope, change order may be needed. If required, elevator traveling cable to be provided by others.
- **Lift Rental:** Scissor and/or boom lift rental and fuel costs are not included in the project. If lift is required, customer is responsible for providing a lift accessible for the duration of the project. If the customer is unable to provide the required lift, DataVox will provide and bill back costs to the Customer.
- **Conduit:** All conduit, coring, boring, floor cores, back boxes, door rough in conduit, door cable enclosures, outdoor rated enclosures for all security devices will be provided by others. All conduits must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Equipment such as pedestals, concrete, bollards, motors, gate hardware, and poles are not included in this scope of work. Conduit pipe and junction boxes for garage, stairwells, high ceiling, and/or warehouse mounted devices as required

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will be provided by others. Hard deck ceilings will require pathway, wiremold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.

- **Demo:** Unless otherwise stated in this scope of work, demo of existing equipment and cabling is at the responsibility of the customer.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.
- **New System Training:** DataVox standard end user training includes up to one training sessions for pre-system activation and post-system activation that will not exceed one hour. If additional training sessions are needed, change order will be required. System training includes instructions for system organization, user set up, user changes, credentials management, device naming, schedules, and reports.
- **Recurring Subscriptions:** Subscription annual/multi-year pricing included in this scope of work is based on included device counts and current manufacture licensing requirements and pricing. Pricing is subject to change if manufacture license structure or pricing has changed at time of renewal. Any changes to account or additional devices added to account will also impact subscription pricing at renewal.
- **Stored Materials:** DataVox shall bill Customer for one hundred percent (100%) of all materials and equipment not incorporated into the work but delivered and suitably stored on-or offsite, and if applicable, a reasonable storage fee. Payment for such materials and equipment shall be made in accordance with the payment terms described herein. If requested, DataVox will provide:
  - Bill of Sale identifying the materials and equipment as the property of Customer
  - Evidence that all materials and equipment are insured for loss of any kind either at the stored location
  - Certificate of insurance; and
  - Photographic evidence of the stored materials and equipment.
- **Equipment Lead Times:** Upon execution of an SOW, paid deposit, and project team assignment, DataVox will communicate lead times on material and equipment delivery. These lead times are outside of DataVox's control and may impact project schedule and postpone project completion. Such lead times are provided by manufacturers and are subject to change based on product availability. DataVox may replace current product specifications with products of equal or greater functionality to meet Customer's project schedule. The SOW will be revised as appropriate to account for any change in the price quoted in the SOW. If Customer declines to utilize substitute product(s), it shall accept the current lead times provided by DataVox.
- **Non-DIR Related Items:** The following manufactures products are not included in the DIR Contract pricing of this proposal: Altex, Securitron and Miscellaneous Cabling Components

Acknowledged and Accepted _____

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BASELINE RESPONSIBILITIES

DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices.
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous, and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking, and other charges imposed by suppliers.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 90-day labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling. All hardware will abide by manufacturer's warranty.

Customer Responsibilities

This section lists the Customer responsibilities for this Physical Security proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** Provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** Provide a secure, climate-controlled area on-site to store equipment during the installation period. Delivery of goods, supplies, and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Workflow**: Provide availability of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the workspace during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer, or the items can be purchased from DataVox following the standard change management process.

Acknowledged and Accepted _____

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PROJECT PRICING SUMMARY

Total Installation Price:	$56,502.46
Grand Total:	**$56,502.46**

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Purchase Options

☐ **Cash Purchase Terms of Payment:**

Billing Milestones		***Amount Due***
PO Required - Progress Payments (Multiple Invoices Upon Receipt of Goods/Work Completed) - Net 30	100.00 %	$56,502.46
Total Payments (Excluding Sales Tax):		**$56,502.46**

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ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

DataVox, Inc.	**City of Texas City**
By: _____	**By:** _____
(Signature)	**(Signature)**
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

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TERMS AND CONDITIONS

Please find DIR Terms and Conditions online at the following website:
https://dir.texas.gov/contracts/DIR-CPO-4766

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Building Technology Solutions Proposal

for

Citv of Texas Citv

Structured Cabling New Site Incubator

DVXB-20604

Revision : 1 Last Modified : 2/22/2024

Note: This proposal is valid until 3/23/2024

Account Manager

Dana Landry

System Design

Nino Correa

DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

1701 East Lamar, Suite 170 | Arlington, TX 76006 | 817-288-2700

DataVox Corporate Profile

Advanced Technology Solution Partner Since 1988



DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

Products and Services

Audio Visual

Cisco Systems

Cloud Solutions

Cyber Security

Data Center Technologies

IT Support & Managed Services

Mobility

Network Cabling

Network Technology

Phone Systems

Physical Security

Smart Building

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2/22/2024

SCOPE OF WORK

Description of Services

This section describes the cabling services that DataVox will provide the Customer. DataVox will provide and install a structured cabling system within the Customer's facility as part of this Scope of Work. No fiber or copper backbone cable included in this proposal.

Horizontal Cabling (35 Cables)

Pathway Support

- Cabling pathways for horizontal cabling will be routed above the drop ceiling, supported with ceiling grid wires and j-hooks.

Provide and Install:

- **(1)** Single Category 6 Plenum Rated Cable Wall Segments
- **(15)** Dual Category 6 Plenum Rated Cable Wall Segments
- **(2)** Dual Category 6 Plenum Rated Cable segments for WAP's
- Labor to install **(2)** Customer provided WAP's

Terminate, test, and label all cable segments

Telecommunications Closet Hardware

Provide and Install:

- **(1)** 48-Port 2U CAT6 patch panels
- Provide labor to relocate existing 4ft wall mount open rack to back wall of IDF

Patch Cords

DataVox will provide the patch cords as outlined below, istallation by others.

Provide:

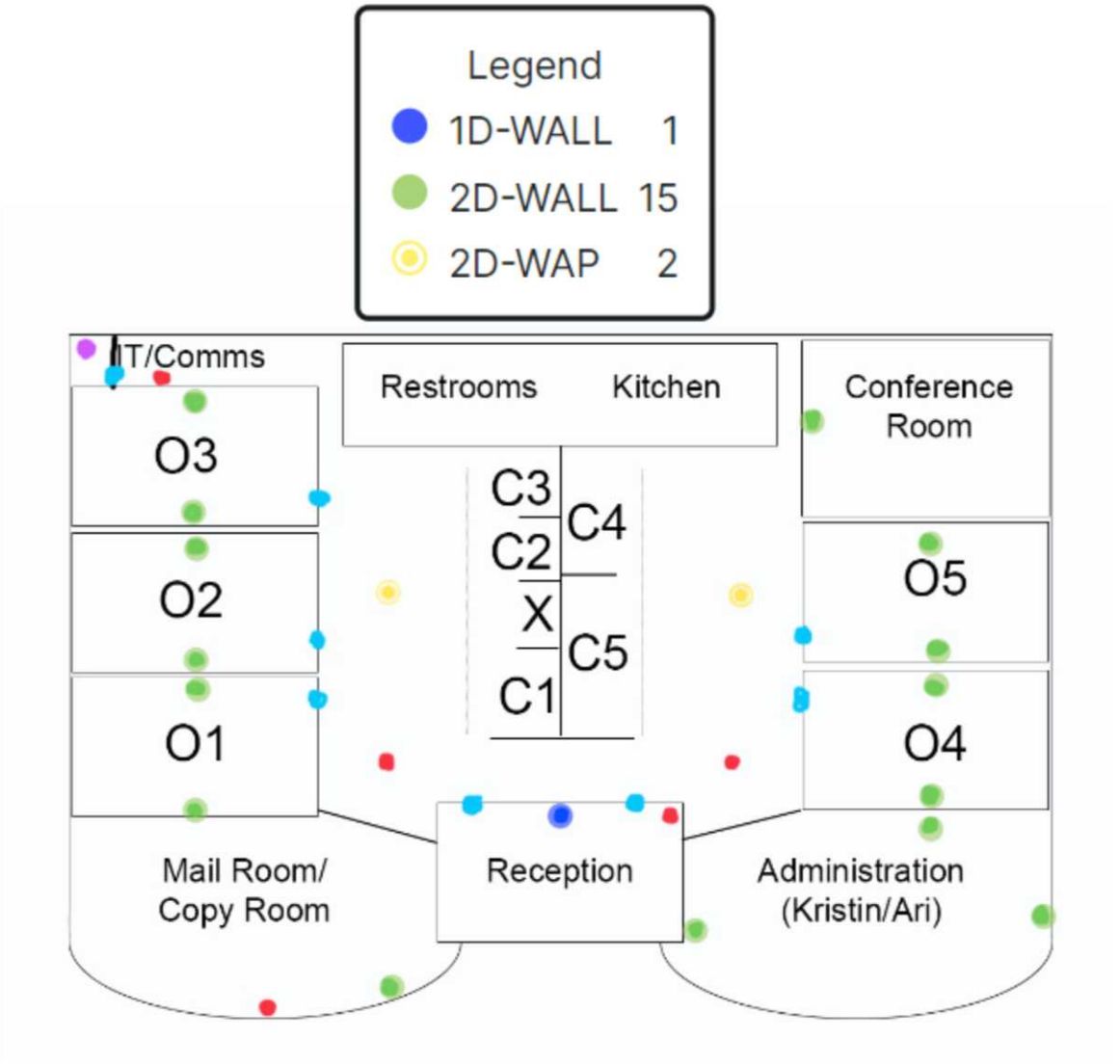
- **(35)** 10ft, Category 6 Patch Cords for the Work Area Outlets.
- **(35)** 5ft, Category 6 Patch Cords for the IDF Locations.

Testing

DataVox will use Fluke DTX testing equipment. DataVox will provide a permanent link test on each 4-pr. Category 6, copper cable segment installed as described in this Scope of Work.

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BILL OF MATERIALS

Structured Cabling

Pathway Support



1 **L H Dottie**
6' Suspension Wire w/Pre-mounted Ceiling Clip - 100pk



75 **Panduit**
J-Hook 1-1/4" w/ Batwing clip for ceiling wires



1 **Velcro**
3/4" Cranberry Velcro - 75'

Horizontal Cabling

35 **DataVox**
Terminating cabling in closet location(s)

35 **DataVox**
Labor to dress new cables in IDF

35 **DataVox**
Labor for testing all cable drop locations.

2 **DataVox**
DataVox Installation of Owner Furnished Wireless Access Points

7000 **General Cable**
Category 6, Plenum rated cable, Blue



2 **Panduit**
2 port Surface Mount Box



16 **Panduit**
NetKey® 2-Port Faceplate, Keystone, White



35 **Panduit**
NetKey® Cat6 Punchdown Jack - Blue



1 **Velcro**
3/4" Black Velcro, 75'



35 **Winston International**
Cat6 Patch Cord, 10ft - Blue



35 **Winston International**
Cat6 Patch Cord, 5ft - Blue

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Telecommunication Closet Hardware

1 **DataVox**
Relocation of Telecommunication Closet Hardware including Racks/Cabinets, Patch Panels, Wire Managers, Cable Trays, Pathway Support Systems, and Installation at Alternate Location



1 **Panduit**
NetKey® 48-Port Cat6 Patch Panel, Punchdown - Black

Miscellaneous

1 **DataVox**
Miscellaneous Consumables and Materials

DataVox Management Services

1 **DataVox**
General project oversight including Project Management, Engineering, and Documentation
- Planning, Scheduling, Order Processing, Construction Meetings.
- As-Built Documentation Creation. Project Deliverables and Wrap Up.

1 **DataVox**
Solution Architect Design and Engineering Services

Total Installation Price:	$11,109.76

Grand Total (Excludes Sales Tax):	**$11,109.76**

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ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Building Technology Solutions Proposal.

- **Pricing:** This quotation is based on work being performed during Normal Working Hours and will not be under any prevailing wage restrictions. Does not include any cabling services other than what is outlined in the scope of work. Price does not include any fiber or copper backbone cabling.
- **Cabling:** DataVox scope of work includes providing and installing Category 6 Blue cabling for provided locations. If specific cable color is required and not included in this scope, change order may be needed.
- **Network Equipment:** Customer is responsible for providing a conditioned IT environment and power. Active network gear such as surge protection, workstations, PC speakers/headsets, monitors, KVMs, and POE switches, are to be provided and installed by others.
- **Patch Cords:** All patch cords will be provided for closet and workstation side. Installation by others.
- **Main Bus-Bars:** in the MDF and IDF Locations are to be provided and installed by others.
- **Conduit:** All conduit, coring, boring, back boxes, floor boxes, power poles, pull boxes, pull strings and NEMA enclosures for all devices will be provided by others. All exterior conduit must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Hard deck ceilings will require pathway, wiremold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.
- **Lift Equipment:** If Scissor or boom lift rental time is required DataVox will provide rental time and bill back costs to the Customer.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.
- **Stored Materials:** DataVox shall bill Customer for one hundred percent (100%) of all materials and equipment not incorporated into the work but delivered and suitably stored on-or offsite, and if applicable, a reasonable storage fee. Payment for such materials and equipment shall be made in accordance with the payment terms described herein. If requested, DataVox will provide:
  - Bill of Sale identifying the materials and equipment as the property of Customer
  - Evidence that all materials and equipment are insured for loss of any kind either at the stored location
  - Certificate of insurance; and
  - Photographic evidence of the stored materials and equipment.
- **Equipment Lead Times:** Upon execution of an SOW, paid deposit, and project team assignment, DataVox will communicate lead times on material and equipment delivery. These lead times are outside of DataVox's control and may impact project schedule and postpone project completion. Such lead times are provided by manufacturers and are subject to change based on product availability. DataVox may replace current product specifications with products of equal or greater functionality to meet Customer's project schedule. The SOW will be revised as appropriate to account for any change in the price quoted in the SOW. If Customer declines to utilize substitute product(s), it shall accept the current lead times provided by DataVox.

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BASELINE RESPONSIBILITIES

DataVox Responsibilities

This section lists DataVox's responsibilities for this Building Technology Solutions Proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices. Installation will comply with the Building Industry Consulting Services International (BICSI) standards
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- **Furniture:** While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 1 Year parts and labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling.

Acknowledged and Accepted _____

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Customer Responsibilities

This section lists the Customer responsibilities for this Building Technology Solutions Proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** provide a secure, climate controlled area on-site to store equipment during the installation period. Delivery of goods, supplies and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Work Flow**: avail DataVox of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer or the items can be purchased from DataVox following the standard change management process.

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PURCHASE OPTIONS

☐ **Cash Purchase Terms of Payment:**

Billing Milestones		*Amount Due*
Due on Signature	40.00 %	$4,443.90
Progress Payments (Multiple - Invoiced Upon Receipt of Goods by DataVox and/or Work Completed)	55.00 %	$6,110.37
Final Payment - Due on Project Completion	5.00 %	$555.49
Total Payments (Excluding Sales Tax):	**100 %**	**$11,109.76**

TERMS AND CONDITIONS

https://www.datavox.net/terms-and-conditions/

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ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Building Technology Solutions Proposal is based upon the Equipment included in this Building Technology Solutions Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS BUILDING TECHNOLOGY SOLUTIONS PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS BUILDING TECHNOLOGIES SOLUTION PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Building Technology Solutions Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Building Technology Solutions Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

DataVox, Inc.	**City of Texas City**
By: _____	**By:** _____
(Signature)	**(Signature)**
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

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CITY COMMISSION REGULAR MTG **(9) (f)**

Meeting Date: 03/06/2024

Award Contract for RFB No. 2024-445 to DSW Homes, LLC.

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Consider and award contract for reconstruction of two 2) bedroom, two (2) bath, single-family structure at 41 19th Ave. N., Texas City, TX 77590 in response to RFB #2024-445. Authorize Mayor Johnson the authority to enter into a contract with DSW Homes, LLC.

BACKGROUND (Brief Summary)

On January 23, 2024, RFB-2024-445 was made available to the public for the construction of a two (2) bedroom, two (2) bath single-family structure at: 41 19th Ave. N., Texas City, Tx., 77590. Bids were to be submitted on or before February 13, 2024, at 2:00 p.m. Four bids were received from Dale Construction & Renovation (digital submission), DSW Homes, LLC. (digital submission), Arkitektura Development, Inc. (hard copy and digital), and A I Legacy, LLC. (digital).

On February 22, 2024, A I Legacy, LLC., withdrew their bid via email. The most responsive bid was received from DSW Homes, LLC. The City has exercised the right to waive any irregularities and to make the award providing the best value to the City.

RECOMMENDATION

It is the recommendation of the Director of Community Development & Grants Administration that the Commission approve this award and authorize the Mayor permission to enter into a contract with DSW Homes, LLC., on behalf of the City.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: $201,370.00

Source of Funds: CDBG PY'19

Account #: 296601-55010

Fiscal Impact:

Approval will support the proper expenditure of funds as allocated.

Attachments

RFB 2024-445

Budget Statement_30946

DSW Homes Bid_30946

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

REQUEST FOR BID

RFB # 2024-445

Case ID-30946

41 19th Ave. N, Texas City, TX 77590

Construction of a two (2) Bedroom, two (2) Bath Single-Family Structure

DATE ISSUED: **January 23, 2024.**

SEALED BIDS TO BE SUBMITTED BEFORE:

2:00 P.M. CST Feb 13, 2024

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Texas City, including affiliations, business, and financial relationships such persons may have with City of Texas City officers. If you are unable to obtain such information online, please contact the City of Texas City Purchasing Department, 1801 9th Ave N Texas City, TX 77590, or call (409) 643-5950.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF TEXAS CITY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

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INTRODUCTION

The City of Texas City is soliciting bids from qualified contractors for the construction of a residential structure located at TEXAS CITY, TX 77590.

The budget per project shall not exceed $207,340.00. Bidders shall rely exclusively upon their own estimates, investigations, tests, and other data.

Sealed bid packages and online bid submission in Neighborly Software for **Bid # 2024-445 will** be accepted until **2:00 P.M. February 13, 2024,** and publicly opened and read aloud immediately following the opening in the Mayor's Conference Room at City Hall. Any bid received on or after 2:00 P.M. CST will be returned unopened. Sealed bids must be delivered to:

City of Texas City
Attn: Kelly Bender, Purchasing Coordinator
1801 9th Ave N Texas City TX 77590
409-643-5950

And marked RFB # 2024-445 Construction of a two (2) bedroom, two (2) bathroom single-family home.

A non-mandatory pre-bid conference is scheduled at 10:00 A.M. CST Friday, January 26, 2024, at the City Hall Annex located at 928 5th Ave N, Texas City, TX 77590. A non-mandatory site inspection will be provided immediately following the pre-bid conference.

The City believes that the data contained in these specifications and in Neighborly is sufficient for the preparation of bids. Requests for additional information will be considered depending on

the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

To ensure a fair and public bid process, all questions related to this Request for Bid can be emailed to: communitydevelopment@texascitytx.gov.

Bidders are required to submit one (l) original bid and one (l) copy, as well as an online bid in the Community Development Department's online portal (https://portal.neighborlysoftware.com/texascitytx/contractor). Bids must be completed and submitted on the forms found within the specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. ***The right to accept any bid, or to reject any or all bids and to waive all formalities is hereby reserved by the City of Texas City, Texas.***

FEDERAL, STATE, COUNTY AND MUNICIPAL LAWS & REGULATIONS Bidders will be required to comply with all federal, state, county, municipal and/or other laws, ordinances, rules, and regulations applicable to the performance of any contracted work procured by the City, and shall secure and pay for all governmental licenses, deposits, permits, or fees required.

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SCHEDULE OF EVENTS

- January 23, 2024 - Release bid request to vendors.

- Publication Dates: January 23rd and 30th

- January 26, 2024, at 10:00 a.m. - non-mandatory pre-bid meeting to be held at City Hall Annex, 928 5th Ave N, Texas City, TX 77590.

  A non-mandatory site inspection will be provided immediately following the pre-bid conference, all potential bidders are encouraged to attend.

- February 9, 2024 - @ I0:00 a.m. C.S.T. - Deadline for written requests for clarifications.

- February 13, 2024 - @ 2:00 p.m. C.S.T - Public bid opening. Any bid received on or after 2:00 PM CST will be returned unopened.

- February 21, 2024- Anticipated date of award.

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TERMS AND CONDITIONS

DEFINITIONS

To simplify the language throughout this request for bids, the following definitions shall apply:

CITY OF TEXAS CITY - A Home Rule Municipal Corporation of the State of Texas.

CITY COMMISSIONER - The elected officials of the City of Texas City, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT - An agreement between the City, Homeowner, and a Vendor to furnish products over a designated period during which repeated purchases are made of the commodities specified.

VENDOR/COMPANY - The successful Bidder(s) of this bid request.

RFB - Request for Bids.

INSTRUCTIONS - The following instructions apply to all bids and become a part of the terms and conditions of any bid submitted to the City of Texas City Purchasing Department, unless otherwise specified elsewhere in this bid request.

NOTIFICATION -The City of Texas City uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include the City of Texas City website or the City of Texas City Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or agenda which could render your bid non-compliant. The City of Texas City accepts no responsibility for the receipt or notifications of solicitations through any other source.

FORM - Sealed bids must be submitted on this form only. Bidders are required to submit one (I) original bid and (I) copy, as well as an online bid. All bids submitted must be itemized with prices

extended when practical**. BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH A BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

FELONY CONVICTION NOTIFICATION - All bidders must submit with their bid the Felony Conviction Notification form if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

BID RETURN - Bid must be sealed, and to ensure proper recognition upon its arrival, list your Company Name, Bid Name and Number on the outside of your envelope.

LATE BIDS - Bids must be received by the Purchasing Department and online prior to 2:00 p.m. CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

ACCEPTANCE -The City of Texas City ("City") reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous to obtain the best value for the City. Causes for rejection of a bid may include, but shall not be limit ed to, the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) the following causes: **1)** Failure to use the proposal form furnished by the City; **2)** Lack of signature by an authorized representative on the proposal form; **3)** Failure to properly complete the proposal; **4)** Evidence of collusion among proposers; **5)** Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or **6)** Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity. All bidders are hereby notified that the City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the

bidder as it relates to his ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City and the bidder's compliance with City ordinances. The City is committed to obtaining its goods, products, and services at the lowest price possible, which benefits all the citizens of City. Therefore, to accomplish this objective/goal, it is not the intention of the city either to exclude vendors or manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and services of any manufacturer or vendor equal to the products and services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and service is like, equal to and in compliance with that specified. The decision of the City shall be final.

"IN LITERAL COMPLIANCE"- in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the city must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

COLLUSION - Advanced disclosures of any information to any bidder which gives that bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that bid solicitation or request.

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IRREGULAR BID PROPOSALS - Bids will be considered irregular and may be rejected by the City if they show any omissions, alterations, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

AWARD OF CONTRACT - The bid award may be based on, but not necessarily limited to, the following factors:

a) Conformity to specifications.
b) The purchase price, including payment discount terms.
c) The reputation of the bidder and the bidder's goods or services.
d) The quality of the bidder's goods or services.
e) The extent to which the goods or services meet the City's needs.
f) The bidder's past relationship with the city.
g) Delivery terms.
h) Payment terms.
i) Availability of repair and maintenance parts.
j) Financial condition.
k) The total long-term cost to the city to acquire the bidder's goods or services.
l) Any relevant criteria are specifically listed in this bid request.

The City reserves the right to award a primary contract and a secondary contract to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

FINANCIAL CONDITION - Contractor must provide audited financial statements, **if requested**, to the City.

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TERM OF CONTRACT - This contract shall become effective from the date of acceptance and approval by the City. It shall remain in full force and effect with firm fixed bid prices until the project is completed.

ASSIGNMENT OF CONTRACT - This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested. The City's Purchasing Agent may withhold consent for any reason.

CONTRACT TERMINATION - The City may terminate this Contract at any time upon ten (10)-calendar days written notice. Upon the Vendor 's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this Contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by:

Giving the Vendor **five (5) calendar days** written notice. The Vendor will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

REIMBURSEMENTS - There is no expressed or implied obligation for The City to reimburse responding vendor for any expenses incurred in preparing bids in response to this Request for Bids and City will not reimburse responding vendor for these expenses, nor will the City pay any

subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

MINORITY OWNED BUSINESS - Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

CITY ORDINANCES - The City also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

ERROR QUANTITY - Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

QUANTITIES - Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

VARIATIONS - Any variation from these specifications must be indicated on the bid sheet (s). Suppose the vendor has any exceptions to the standard terms and conditions, including insurance coverage. In that case, they must identify any provision they must prepare to satisfy in their bid submission.

FIRM PRICE - Bidders must hold bid prices firm for **90 days** after the bid opening date to allow the City sufficient time to award a contract. Once a contract is granted, the successful bidder must hold firm prices for **90 days**.

AUTHORIZED SIGNATURE - Bids must show the bidder's full vendor name and mailing address and be manually signed by an authorized sales or quotation representative. The vendor’s name and authorized signature should appear on each bid page where spaces are

provided. Submission of a signed bid will be interpreted to mean that the bidder has now agreed to all terms and conditions outlined in all the sheets that make up this invitation.

WITHDRAWAL-ALTERATION OF BIDS - Bids cannot be altered after receiving time or opening time. Each offer must be withdrawn after opening time with an acceptable reason in writing and with the approval of the purchasing agent.

LUMP SUM BIDS - Lump sum bids will be considered only if unit prices are quoted. However, the total number of quoted unit prices and the lump sum bids will not be considered if the quoted price also involves the prices of commodities requested on an entirely separate bid request.

ALL-OR-NONE BIDS - All or none of the bids will be considered only if the bidder quoted prices on all items requested. If a bidder desires the city to consider an all-or-none proposal, it must be stated on the bid sheet (s). All-or-none bids will not be considered if the prices quoted involve prices of items and services requested on an entirely separate bid request.

PAYMENT OF INVOICES - The successful bidder must submit draws in Neighborly. Invoices must be uploaded to the draw. All invoices must be paid in full within **thirty (30) days** after satisfactory delivery and billing, whichever is later. All invoices shall be submitted under the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the Contractor's part to submit inaccurate invoices shall be sufficient to cause cancellation of the contract. The City will not be liable for payment of invoices received more than sixty (60) days after order delivery or completion of services.

CASH DISCOUNTS - Bidders may quote additional cash discounted items in the Cash Discount Column. If no discount is shown, prices are to be assumed net. The discount period is to be started from the date of completion of the entire order or receipt of the invoice, whichever occurs last, regardless of the invoice date.

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TAXES - This project is being done on an owner's private property. The Contractor must pay applicable taxes if it's not a public works project.

DELIVERY **-** Bids must show the consecutive calendar days required to deliver the materials, services, or equipment under normal conditions. Please specify the delivery time to be considered reasonable enough to prevent the bid from being disregarded. The quoted delivery time will be considered in awarding orders. Delivery must be made within ten (10) days after several days specified on the bid. Otherwise, the entire order may be canceled, and the bidder's name removed from the mailing list.

No deliveries are to be made to the Purchasing Department unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during regular working hours on standard working days. Unless stated otherwise, items received must be new and in first-class condition. Types of materials generally packaged for protection and convenience in storage shall be in the proper containers.

LIABILITY - The successful Bidder shall be liable for all damage incurred while performing services under this request.

MATERIAL SAFETY DATA SHEETS - MSDSs must be provided before or with receipt of order and when revised. Containers must be appropriately labeled and identified per the OSHA Hazard Communication Standard. Improperly labeled containers will result in the refusal of the shipment and possible change in vendors.

PATENTS, FRANCHISES, ETC. - The successful Bidder agrees to protect the City from any claim involving patent rights infringements, copyrights, or sales franchises.

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NO BIDS - If a bidder cannot quote, the bid form should be returned to the purchasing agent before opening time, and the reason for not bidding was given if the Bidder desires to bid on future purchases.

ADDENDA - In the event of a needed change in the published bid documents, it is understood that all the preceding terms and conditions and all performance requirements will apply to any published addendum.

All public shed addenda shall be signed and included with your response package as acknowledged in the complement. Bidders are responsible for obtaining all published additions from the City's Purchasing office. The City assumes no responsibility for the Bidder's failure to obtain or adequately submit any addendum. Please acknowledge and submit any addendum to avoid the bid being rejected. The City's decision to accept or reject any bid due to a failure to recognize and submit addenda shall be final.

PRE-BID CONFERENCE - Pre-bid conferences are public meetings, and all qualified contractors, subcontractors, and material suppliers are strongly encouraged to attend. The conference intends to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. All information provided by the city during the pre-bid conference will not be construed as a revision or change of the bid documents. All corrections, modifications, and clarifications to the bid documents shall be formally executed as a written addendum published by the City.

FISCAL FUNDING - The City, operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. The renewal of the contract will be under Chapter 252 under the Local Government Code concerning non-appropriation of funds for multi-year agreements. The City reserves the

right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

COURT JURISDICTION - The City and the successful Vendor will agree that the laws of the State of Texas shall govern the contract awarded from this Request for Bid. The parties agree that performance and all matters related to that shall be in a state court of competent jurisdiction in Galveston County, Texas, and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court, not in Texas.

PROVISIONS FOR BIDDING TO THE CITY OF TEXAS CITY

Upon acceptance and approval this bid affects a working contract for the period designated or until the completion of the specified job between the City and the successful bidder.

The Contractor shall act as an independent contractor and shall in no sense act as an employee, representative, agent, or servant of the City.

The Contractor shall furnish and pay for all labor, tools, machinery, materials, insurance, bonds, permits, and any other incidentals necessary to perform a turnkey job in compliance with the specified requirements.

All prices quoted shall include delivery expenses of supplies, materials, equipment, and tools to the job site, including unloading. The Contractor shall be fully responsible for receiving, unloading, and storing all deliveries intended for the job. The City will not be liable for any loss or damage to supplies, materials, tools, and equipment left on the job unguarded by the Contractor before, during, or after the job is performed.

All work to be performed under the supervision of the Rehabilitation Specialist/Inspector or his/her delegated representative or assistant. Any questions on the work should be in writing and directed to the buyer listed on page three by the date and time specified.

All work is to be performed professionally by skilled personnel and proper equipment; the work shall be planned to avoid interfering with or creating hazardous conditions for the regular operation of the department or division of the City.

The Contractor shall always take all reasonable precautions for the safety of employees on the work site and of the public and shall comply with all applicable provisions of Federal, state, and· municipal safety laws. All equipment and machinery used in the performance of this contract shall always be in good working order.

Upon completion of the work and before acceptance and final payment, the Contractor shall leave the work site in a neat and orderly condition equal to what originally existed. No compensation will be made for this work, including its cost, in the bid.

Bidders are required, before submitting any proposal, to read the specifications carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, test, and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion and obtain all information necessary to make an intelligent proposal. No information given by the City or any official thereof, other than that contained in the specifications, shall be binding upon the City. Bidders shall rely exclusively upon their estimates, investigations, tests, and other data necessary for complete information upon which the proposal may be based. It is mutually agreed that submitting a bid is evidence that the bidder has made the examination, investigations, and tests required herein.

The Contractor shall defend and save the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description, including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished the City. The Contractor shall defend, indemnify, and save the City, its officers, agents, and employees under this indemnification clause regardless of whether the injury or damage is partly caused by the City, its officers, agents, or employees.

During the performance of this agreement, the Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, to be provided by the agency setting forth the provisions of this nondiscrimination clause. In all solicitation or advertisements for the employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor shall comply with all federal, state, county, municipal, and other laws, ordinances, and regulations applicable to performing any work under this agreement and shall secure and pay for all governmental licenses, deposits, permits, or fees required.

No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his sureties shall indemnify and save harmless the City and all its officers, agents, and employees against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order whether by himself or his employees, or sub-contractors.

NEIGHBORLY SOFTWARE REGISTRATION

The Contractor must be registered and active in the Community Development Department Contractor Portal https://portal.neighborlysoftware.com/texascitytx/contractor).

SAM.GOV REGISTRATION

The Contractor must be registered with SAM.gov. Proof of registration must be included in bid packet.

THE TEXAS PROMPT PAYMENT ACT

The Contractor **shall** comply with H.B. 275, The Texas Prompt Payment Act, effective July 1, 1986, which, in part, requires the Contractor to pay their subcontractors within **ten (10) calendar days** after they receive payment from the City of Texas City.

The Contractor must comply with all provisions of the President's Executive Order No. 11 246 as of September 24, 1965.

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DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter specific contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity offers the signed contract to the governmental entity or state agency. The law applies only to an arrangement of a governmental entity or state agency that either (I) requires an action or vote by the governing body of the entity or agency before the contract may be signed or has a value of at least $1 million. The disclosure requirement applies to a contract entered **on or after January 1, 2016**. The process as implemented by the Commission is as follows:

A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing containing a unique certification number.

An authorized business entity agent must sign the printed copy and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city "when the business entity submits the signed contract" to the town.

The City must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 and certification of filing by the 30th day after the date the contract binds all parties to the agreement.

For more information regarding how to file Form 1295, please click on the following link: https://www.ethics.state.tx.us/filinginfo/1295/.

PATENTED DEVICES, MATERIALS, AND PROCESSES:

If the Contractor is required or desires to use any design, device, material, or process covered by letters patent or copyrighted, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually agreed and understood that without exception, contract prices shall include all royalties or costs arising from patents, trademarks, and copyrights in any way involved in the work.

The Contractor and his sureties shall indemnify and save harmless the City from all claims for infringement because of the use of any such patented design, device, materials, or process or any trademark or copyright in connection with the work agreed to be performed under this contract and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay because of such infringement at any time during the prosecution of the work or after completion of the work.

The Contractor shall establish and enforce among his employees such regulations with cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infectious or contagious diseases and to effectively prevent the creation of a nuisance about the work on any property either public or private. All sanitary laws and regulations of the State of Texas and the City of Texas shall be strictly complied with.

When the contract amount is **$50,000** or more, a performance and a payment bond in an amount of not less than one hundred percent (I00%) of the contract price, conditioned upon the faithful performance of the contract under the plans, specifications, and contract documents and payment to all persons supplying labor and materials, shall be executed by the successful bidder and shall accompany the signed contract.

No sureties who are now in default or delinquent on any bonds or who are an interested party in any litigation against the City will be accepted by the City. All bonds shall be made on forms furnished by the city and executed by an approved surety company authorized to do business

in the State of Texas and acceptable to the city. The Contractor and the sureties shall enforce each bond. Should any surety on the contract be determined unsatisfactory at any time by the City Commission, notice will be given to the Contractor to that effect, and the Contractor shall immediately provide a new surety satisfactory to the City. Pay will be made under the contract once the new surety or sureties, as required, have been accepted by the City.

No Performance and Payment bonds shall be required on any City contract under $25,000.00. If these bonds are not furnished by the Contractor, only one payment (final) will be paid, and that shall be upon completion of the project. **No Bid Bond** shall be required on this Project.

As soon as proposal prices have been tabulated for comparison of bids, the City may, at its discretion, return the proposal guarantees accompanying the proposals which, in its judgment, would not be considered in the award; all other proposal guarantees will be retained by the City until the required contract and bonds have been executed, after which they will be returned. Proposal guarantees will be returned at least ten (10) days after the opening proposal.

FINAL ACCEPTANCE

The Contractor will be paid within thirty (30) days after conclusive acceptance provided the Contractor has furnished the City satisfactory evidence that all sum of monies due for any labor, materials, equipment, or machinery furnished for and used in the prosecution of the work, or that the person or persons to whom the same may respectively be due have consented to such final payment**. The City reserves the right to retain ten percent (10%) of the total contract price until such evidence is furnished).** The acceptance by the Contractor of the last final payment shall operate as and shall release the City from all claims and penalties under the Contract or for any act of neglect of said City relating to or connected with the Contract.

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INSURANCE COVERAGE

INSURANCE

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this Contract with the City. All parties to this Contract agree that the Contractor's coverage will be primary in the event of a loss, regardless of applying any other insurance or self-insurance. The Contractor must deliver to the City a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City's intent to award a Contract. No contract shall be effective until the required certificate (s) has been received and approved by the City. Please meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within ten business days to prevent the contract from being rejected. **The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent up to and after bid opening.**

WORKERS' COMPENSATION INSURANCE & EMPLOYERS LIABILITY INSURANCE

The Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than $500,000 each accident for bodily injury by accident or $500,000 each employee for bodily injury by disease. The contractor shall provide a Waiver of Subrogation in favor of the City of Texas City and its agents, officers, officials, and employees.

COMMERCIAL GENERAL LIABILITY INSURANCE –

The Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than $1,000,000 per occurrence and a minimal aggregate of at least $2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute for providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured

contract, including the tort liability of another assumed in a business contract. All coverage shall be retained from the standard policy with notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employees shall be listed as additional insured.

BUSINESS AUTOMOBILE LIABILITY INSURANCE - The Contractor shall maintain Business Automobile Liability insurance with a limit of not less than $1,000,000 for each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. The contractor shall provide a Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.

BUILDERS RISK
Limit not less than 100% of the total projected construction value at completion of the project. The contractor agrees to maintain the Builder's Risk insurance, providing coverage to protect the interests of the City, Contractor, and Sub-Contractors, including property in transit and property on or off premises, which shall become a part of the building or project. Coverage shall be written on an All Risk, Replacement Cost, and Completed Value Form basis. Loss Payee endorsement is required.

RIGHT TO REVIEW AND ADJUST- The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial conditions.

POLICY LIMITS - Required limits may be satisfied by combining primary, umbrella, or excess liability policies. The contractor agrees to endorse the City and its agents, officers, officials, and employees as additional insured unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure 'True Follow Form" basis.

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DEDUCTIBILES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION - The Contractor may maintain reasonable and customary deductibles, subject to approval by the City. The contractor shall agree to be fully and solely responsible for any costs or expenses resulting from coverage deductible, coinsurance penalty, or self-insured retention. Subcontractors - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the Contractor's responsibility to ensure compliance with this provision. The city accepts no responsibility arising from the conduct or lack of behavior of the Subcontractor.

ACCEPTABILITY OF INSURANCE - Insurance coverage shall be provided by companies admitted to doing business in Texas and rated A-, VI (rated) or better by AM Best Insurance Rating.

EVIDENCE OF INSURANCE - A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within IO business days by the successful Contractor's insurance agent or insurance company after the contract award. Endorsements must be submitted with the certificate. A contract shall be effective once the required certifications have been received and approved by the City. Renewal certificates shall be sent a minimum of IO days before coverage expiration. Upon request, the Contractor shall furnish the City with certified copies of all insurance policies. The certificate of insurance and all notices shall be uploaded to the Contractor Portal in Neighborly.

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

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NOTICE OF CANCELLATION

Non-renewal, Material Change, and Exhaustion of limits - Contractor must provide a minimum of 30 days prior written information to the City of Texas City of policy cancellation, material difference, exhaustion of aggregate limits, or intent not to renew insurance coverage. Suppose the City is notified that required insurance coverage will be canceled or non-renewed during the contract period. In that case, the Contractor shall agree to furnish a new or revised certificate(s) before the expiration of such insurance as proof that equal and similar coverage is in effect. The City reserves the right to withhold payment to the Contractor until coverage is reinstated.

CONTRACTORS FAILURE TO MAINTAIN INSURANCE – If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to the Contractor until coverage is reinstated or to terminate the Contract.

NO REPRESENTATION OF COVERAGE ADEQUACY - The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

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SCOPE OF WORK

BUILDING NOTES

Work to be performed in the construction drawings and building notes shall comply with the manufacturer's recommendations, COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION/RECONSTRUCTION POLICIES AND PROCEDURES, INTERNATIONAL RESIDENTIAL CODE (IRC), INTERNATIONAL PLUMBING CODE (IPC), INTERNATIONAL MECHANICAL CODE (IMC), INTERNATIONAL FUEL GAS CODE (IFGC), INTERNATIONAL ENERGY CONSERVATION CODE (IECC), NATIONAL ELECTRIC CODE (NEC), and all applicable City codes, code amendments, and ordinances.

INCLEMENT WEATHER DAYS - It is imperative to maintain a tight timeline for this project's demolition and construction activities. Days to complete the project will be added to the original Contract Time for only the bulleted reasons listed below and only if requested in writing from the Contractor within five business days of the inclement weather and only during the original Contract time. It will be up to the Contractor to prove that the inclement weather at the project site impeded the progress of the work. Suppose inclement weather day extensions are added to the Contract Time. In that case, they will be provided in a written Change Order and executed by the Owner, Contractor, and City Staff Representative. Any delay over the Contract Time, as may be revised, will be assessed liquidated damages per the Tri-Party Agreement contract.

Rainfall above 4” per day. At their discretion, the Rehabilitation Specialist/Inspector will allow additional days for drying of the ground or issues impeding concrete placement. This will only be allowed once the Contractor has had reasonable time to frame the structure with roof decking and a rolled asphalt cover protecting the building from rainfall inside the structure. The high temperature does not advance above 45° per day. At their discretion, The Rehabilitation Specialist/Inspector will allow 1-3 additional days for issues impeding concrete placement. This will only be allowed until the Contractor has had reasonable time to frame the structure and can

place sheathing over the building exterior openings to heat the building interior by safe mechanical means.

All parties involved with the contract agreement shall agree to the contract documents and any other alterations before work commences.

All products, appliances, equipment, fixtures, and materials used in this work will be of new, premium-grade quality without defects - unless stated otherwise or preapproved by the Rehabilitation Specialist/Inspector. Any finished products damaged during shipping, loading/unloading, staging, or installation shall be repaired or replaced to "like new" condition by the Contractor.

All materials shall be installed according to the industry best practice standards and in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection, and testing.

"Install" or "installation" means purchasing, setting up, testing, and warranting a new component unless otherwise noted.

All measurements (i.e., SF of Drywall or those provided with/ drawings) are for the contractor's convenience. The contractor must verify all dimensions and all quantities (i.e., numb er of window units) of material. No claim for additional funds due to discrepancies in measurements or amounts shall be honored if the differences were not submitted to the Rehabilitation Specialist/Inspector before bid submission.

The Contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction. If required, the Contractor shall install an agency-provided sign where directed by the Rehabilitation Specialist/Inspector. No other signs are permitted.

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OSHA REQUIREMENTS

Conform to OSHA REQUIREMENTS for all construction/equipment operations and material installation.

New dwelling to be two (2) bedroom / two (2) bath.

Approximately 1481 square feet heated area - per plans.

The Contractor will be required to provide certification of the builder's warranty for the term limits of the first TRCC warranty as identified here: 1-year warranty for quality and materials; 2-year warranty for mechanical delivery systems. Ten-year warranty for major structural components of the Home; and Ten-year warranty of habitability

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WARRANTY CERTIFICATION

Warranty

Warranty certifications will be submitted with other required close-out documents. The contractor will be required to submit an Affidavit of All Bills Paid, Waiver of Mechanic's Lien from all subcontractors, and a Contractor / Sub-contractor Utilization Report, as well as any other HUD or city-required documentation before receiving final retainage payment.

The order of priority for project materials, appliances, equipment, and standards shall be from construction drawings and notes combined with the Building Notes / Specifications herein to the General Specifications Manual (GS). All shall apply to the project, and the most stringent Specification between the construction drawings and Building Notes / Specifications shall have priority. All other items not listed in the drawings and Building Notes / Specifications shall be as per the GS where applicable.

TEXAS ACCESSIBILITY STANDARDS (TAS)

Fixtures and equipment, mounting heights, and clearance dimensions for this project can be found at the following web link: tas2.pdf (texas.gov)

Wall bracing/backer boards shall be installed for designated grab bars at the tub, toilet, and other future locations to be determined. The Rehabilitation Specialist/Inspector shall approve all grab bar blocking and installation before drywall application. Wall bracing/backer board positioning and heights shall follow TAS directives. Provide information for written approval before ordering any unit to be considered "or equal."

When the phrase "at Owner's option" or "Owner's preference" is used, bids shall be submitted to include the option of most cost, and the Owner's selection of the stated option will be of no increased cost to the City or Owner.

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Minimum Building materials and installation standards shall comply with applicable municipal codes orders, with minimum warranties and warranty periods consistent with those identified in the item.

SITE MAP

No pooling or ponding of the lot is allowed as final product, and rainwater may not be detoured onto an adjacent landowner's property.

Premium, clean-fill dirt material shall be supplied to fill any voids, depressions, or cavities left from demolishing the existing structure or else here on the overall site. Existing property soil may be used for fill materials if grading of the lot allows its use without impeding proper drainage.

Upon construction of the new dwelling, all site preparation and grading for the finished yard shall be done under **CONSTRUCTION/SITE**.

BUILDING SPECIFICATIONS

SEE SEPARATE PDF FILES IN THE BID INVITATION ON NEIGHBORLY:

41st 19th Structure set.pdf

TC_41 Architectural Set 1-125-24.pdf

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DEPARTMENT RECONSTRUCTION PROGRAM PAYMENT ALLOCATION

PROGRESS PAYMENT

Progress payment shall be remitted based upon the percentage of work completed AND materials in place. No payments will be remitted for materials stored and/or not installed. There shall be five draws allowed during the duration of the project.

PERCENTAGES OF COMPLETION

At the time of progress payments: The percentage of work completed and respective percentage of progress payment to be remitted shall be determined at the sole discretion of the Rehabilitation Specialist/Inspector as follows: 20% when the dry-in is completed less I0% of progress payment, 40% when rough-in of electrical, plumbing and HVAC is completed less 10% of progress payment, 60% when insulation and cover up of interior and exterior work is completed less l0% of progress payment, 80% when top-out of plumbing electrical HVAC, painting and flooring work is completed less 10% of progress payment, 100% when doors, trim, installation of furnishings, landscaping and punch list work is completed, less I0% of progress payment.

RETAINAGE PAYMENT

NOTE: A retainage of 10% will be held from each progress payment. The retainage payment will be remitted to the Contractor 30 days following sign-off of final inspection, or certificate of occupancy is obtained, and all required close out documents submitted to Rehabilitation Specialist/Inspector, whichever occurs latest. Retainage is withheld from progress payments to ensure all punch items are completed and all close-out paperwork is finalized by the Contractor.

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BIDDING PROCEDURES

All bids must be in strict accordance with all terms, conditions, and specifications within this Request for Bid Number RFB_____

CONSTRUCTION OF A RESIDENTIAL STRUCTURE: _____

All blanks on the bid forms should be filled in and signed in blue ink or filled in manually with blue ink. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

All monetary figures quoted in the bid and contract documents shall be rounded to the nearest dollar amount. NO HUNDREDTHS OF A DOLLAR WILL BE CONSIDERED.

Any insertion, alteration or erasure must be initialed by the signer of the bid.

All requested alternates shall be bid. If no change in the base bid is required, enter "no change."

Where two or more bids for designated portions of the work have been requested, the bidder may state his refusal to accept an award of less than the combination of the bids he/she so stipulates. The bidder shall make no additional stipulation on the bid form nor qualify his bid in any other manner.

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BID PACKET **- To be turned in on Bid Day**

RFB: 2024-445

CONSTRUCTION OF A RESIDENTIAL STRUCTURE: 41 19th Ave North Texas City, TX 77590

Bid Packet to be submitted consists of 67 Total Pages (in red font at top of pages) which are bottom page numbers " Pages 38 through 105 (Pull these pages, fill in the information, and turn in on bid day with the bid packet coversheet, including:

BID SHEET pg. 38-40

METHOD OF PAYMENT pg. 41
CONTRACTOR QUALIFICATIONS pg. 42
CONTRACTOR QUALIFICATIONS STATEMENT pg. 43-45
CLIENT REFERENCES & PERSONAL REFERENCES pg. 46-50
CERTIFICATION OF BID pg. 97
FEDERALLY REQUIRED CERTIFICATIONS pg. 59-64
FELONY CONVICTION pg. 95
NOTICE OF NON –PARTICIPATION pg. 99
CERTIFICATION REGARDING DEBARMENT pg.101
CONFLICT OF INTEREST QUESTIONNAIRE pg. 102
CERTIFICATE OF INTERESTED PARTIES pg. 104
HOUSE BILL 89 VERIFICATION FORMPG pg.103
NON COLLUSION BIDDING CERTIFICATION pg.102

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BID SHEET

PROJECT NO: RFB #: 2024-445

CONSTRUCTION OF A RESIDENTIAL STRUCTURE:
41 19th Avenue North Texas City, TX 77590

Name of Bidder (Company): _____

Representative Name: _____

Contact information: _____

Pursuant To and In Compliance with the Invitation to Bid:

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this bid. The Contractor hereby agrees to furnish all labor, materials and to perform the work required including required taxes, disposal fees, license fees, permits, bonding, insurance premiums and other costs associated with the performance of the following project: 41 19th Avenue North Texas City, TX 77590

Dumping of construction waste and debris materials, other than the recycle facility, is illegal and Contractor shall be liable for penalties and/or fees levied against him/her for improper disposal of waste materials. Copies of dump tickets must accompany all invoices requesting payment for removal of demolition of materials.

Estimated Cost: $ 207,340.00

ACKNOWLEDGEMENTS: The Bidder declares that he/she has performed a thorough investigation of the project site and thoroughly understands the scope of work and has examined the Contract Documents for the work involved with completion of the project.

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Description and Base Bid

RFB # 2024-445

CONSTRUCTION OF A RESIDENTIAL STRUCTURE:
41 19th Avenue North Texas City, TX 77590

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this Bid. To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or print legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may cause a rejection of the bid package. If there are discrepancies in unit price and total, unit price will prevail.

One vendor will be selected for the Residential Construction phases of this project. Pursuant to and in Compliance with the invitation to Bid the Proposed Bid Documents relating to the construction of a new structure for:

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Item Number	RFB Number	Description & Base Bid	Price
		Includes all labor, materials, services, and equipment required to complete said work shown in the drawing and the Specifications / Scope of Work	

Number of days from receipt of the Notice to Proceed to completion of Construction of RFB # 2024-445 100 consecutive calendar days. Not to exceed four (4) months.

Company Name: _____

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METHOD OF PAYMENT

RFB # _____

CONSTRUCTION OF A RESIDENTIAL STRUCTURE: _____

PAYMENT TERMS

Net 30 (Vendor paid within 30 days of invoice.)

ELECTRONIC FUNDS TRANSFER DISCOUNT

Company Name_____

Authorized Signature_____

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CONTRACTOR QUALIFICATIONS

RFB # _____

CONSTRUCTION OF A RESIDENTIAL STRUCTURE: _____

Please complete the Contractor Qualification Statement and attach all requested documentation.

CHECKLIST

Respond to all questions and statements (put N/A when "not applicable")

Each principal of the firm completes a separate Section II.

All references have proper and complete mailing addresses.

Contractor Acknowledgment (Section VI) is signed and notarized (separate form and signature by each principal of firm).

Release of Information completed by each principal of firm.

Corporations should attach a copy Letter of Good Standing with the Texas State Comptroller. See Contractor Qualifications Statement form.

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CONTRACTOR QUALIFICATIONS STATEMENT

BUSINESS INFORMATION (Partnership, Sole Proprietor, Corporations)

Firm Name: _____

Business Location Address: _____
Mailing Address: _____
Business Phone: _____
Email Address: _____

LEGAL STATUS

Partnership Sole Proprietorship Corporation

Federal Income Tax Business Id.: _____

Social Security Number: _____

Date Firm Established: _____

Corporation: _____

Charter Number: _____

Date of Charter: _____
Date of last board meeting: _____
Are there any outstanding litigation, judgments, or claims pending against the contractor or firm? _____
If yes, describe: _____
_____

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Board of Directors and Officers (corporate only)

Name: _____Title: _____

Name: _____Title: _____

Name: _____Title: _____

Name: _____Title: _____

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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: _____

Home Address: _____

Phone: _____

Driver's License #: _____ State: _____

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience _____

Title: _____

Principals' signature: _____ Date: _____

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REFERENCES

Please provide a proper mailing address, and e-mail addresses, if applicable.

List all financial or banking references.

Name of Institution: _____

Type of Account (s): _____

Account Number: _____

List all local suppliers where your firm has past or present credit dealings.

Name of Firm _____

Contact Person_____

Mailing Address _____

(Street or P.O. Box) (City) (State) (Zip Code)

Type of Account(s) _____

Account# _____

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List three persons and/or municipalities for whom your firm has completed construction, remodeling, or repairs on structures for $I0,000 or more within the past 2 years.

Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

_____

_____

_____

_____

_____

_____

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

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Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

_____

_____

_____

_____

_____

_____

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

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Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

_____

_____

_____

_____

_____

_____

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

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PERSONAL REFERENCES

Name	Address	Occupation

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CONTRACTOR CAPABILITIES

What is the greatest amount of work, in dollars, that you have ever done at one time (all jobs)?

_____

_____

What is the largest single job, in dollars you have previously performed?

_____

_____

What amount of work, in dollars, do you normally carry?

_____

_____

What dollar size contracts do you think your organization is best qualified to handle?

_____

_____

Have you ever failed to complete a job? Y / N

If yes, provide a detailed explanation on a separate page.

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List any contractors for whom you have worked as a subcontractor within the past 12 months (use a separate page, if necessary).

Date Worked	Size of Subcontract	Name of Contractor

State your work specialties.

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PERSONAL REFERENCES

Name	Address	Occupation

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CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm _____
(print)

Signature _____
(notarization required)

Date _____

****WARNING** PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

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CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____(insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration there in expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____day of _____ ,2024

[SEAL]

_____

Notary Public, State of Texas

_____

Print name of Notary Public

My commission expires the _____day of _____, 20__

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared _____ known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____day of _____,2024

[SEAL]

_____
Notary Public, State of Texas

_____
Print name of Notary Public

My commission expires the _____day of _____, 20____

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

RELEASE OF INFORMATION

I (we),_____, of _____, hereby authorize the City of Texas City or its designated agents to obtain and receive all records and information pertaining to eligibility for the Qualified Contractor list, including work record, personal information, credit and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the City of Texas City the right to request all information that we can or could obtain from any person, company, or firm on any matter referenced above. I (we) agree to have no claim for defamation, of privacy, or otherwise against any person or firm or corporation by reason of any statement or information released by them to the City of Texas City for purposes of the program. The term of this authorization shall commence on the date of signature and be in force for a period of two (2) years.

_____
(Date)

_____
(First Name) (Middle Initial) (Last Name)

_____
(Signature)

_____
(Business Name)

_____
(Street Address/ Route No. (No P.O. Box or Drawer No.)

_____
(City, State, Zip)

_____
(Date of Birth) (Tax ID # or Social Security No.)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____day of _____, 2024

[SEAL]

_____
Notary Public, State of Texas

_____
Print name of Notary Public

My commission expires the _____day of _____, 20___

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

FEDERALLY REQUIRED CERTIFICATIONS

STATUTORY ASSURANCES AND COMPLIANCIES

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development funds.

COMPLIANCE WITH TITLE VJ OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED:

The Contractor hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D there of issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.

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COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED:

During the performance of this contract the Contractor agrees as follows: The Contractor will conform to Executive Order No. 11 246 of September 24, 1965 (E.O. 11 246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisement s for employee es placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of E.O.11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of E.0.11 246, and the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by E.O.11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in E.O.1246, and such other sanctions may be imposed and remedies invoked as provided in E.O.11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O.11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the most current regulations of the United States Department of Labor, made pursuant to the Copeland “Anti-Kickback Act" (48 Stat. 948:62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276C -- herein incorporated by reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractor’s contract.

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CERTIFICATION OF COMPLIANCE WITH AIR AND WATERACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000.)

COMPLIANCE WITH AIR AND WATER ACTS: During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC I 857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (I) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

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COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS: The Contractor hereby agrees to comply with all requirements related to federally related Labor Standard requirements as may be noted in the bid and contract documents. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS: The Contractor hereby agrees to comply with all local, state, and federal laws, ordinances, and regulations applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

CERTIFICATION: All information provided above is true and complete to the best of my knowledge and belief. I certify that I will comply with the local, state, and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.

_____ _____

(Signature) (Date)

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PERFORMANCE BOND

Bond No._____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of_____, County of_____, and State of_____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Texas City, Galveston County, Texas

_____(Owner), in the penal sum of ($) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered a certain written contract with the Owner,

dated the day_____ of_____ 20___, to furnish all labor, materials, and

equipment necessary for completing the construction of a two (2) bedroom and two (2) bathroom single family home at: 41 19th Avenue North Texas City, TX 77590.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and the Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

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PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this _____ day of _____, 20_____.

_____

(Principal) (Surety)

By_____ By _____

Title_____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

City of Texas City, Texas
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PAYMENT BOND

Bond No._____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of_____, County of_____, and State of_____, as principal, and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Texas City of Galveston County, Texas (Owner), in the penal sum of_____

($_____
_____)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally by these presents:

WHEREAS the Principal has entered a certain written contract with the Owner,

dated the_____ day of_____, 20_____, to furnish all labor, materials, and equipment necessary for completing.

Which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be

determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed hereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this day of _____, 20_____.

_____

(Principal) (Surety)

By_____ By _____

Title_____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

City of Texas City, Texas
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CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees based on race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $ I00,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

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NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontracted exceeding $100,000 which is not exempt from the provisions of the Equal Opportunity Clause.

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

_____ _____

(Signature) (Date)

_____

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

For Applicable City of Texas City Programs and Projects

Section 3 is a provision of the Housing and Urban Development Act of 1968. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a federally funded project necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low - and very low-income persons or business concerns residing in the community where the project is located. Section 3 applies to the department as a recipient of HUD funds for any projects, in which the HUD investment is $200,000 or more, and contractors or subcontractors receiving $I00,000 or more in covered funds.

PURPOSE

The purpose of this Plan is to provide employment and business opportunity for businesses and lower income persons who are residents of the Texas City - Houston, Sugarland, and Woodland MSA referred to as the Section 3 Area under the Community Development Block Grant Program, by setting forth procedures to be implemented by contractors and subcontractors to assure compliance with Section 3 of the Housing and Urban Development Act, as defined in 24 CFR part 135 (for project receiving federal assistance of $200,000 or more or contracts for covered projects receiving $I00,000 or more).

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DEFINITIONS

SECTION 3 COVERED PROJECT - A Section 3-Covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc. which is funded by HUD, and in which contractors or subcontractors receive $I00,000 or more in covered funds.

SECTION 3 RESIDENT - A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

SECTION 3 BUSINESS RETURN - Section 3 business concerns are businesses that can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

RACE AND GENDER NEUTRAL - Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

NUMERICAL GOALS: The department shall meet and ensure that covered contractors and subcontractors meet the minimum numerical goals set forth at 24 CFR Part 135.30: 30 percent of the aggregate number of new hires shall be Section 3 residents; and 10 percent of all covered construction contracts shall be awarded to Section 3 business concerns. At least three (3) percent of the total dollar amount of all other section 3 covered contracts. In accordance with 24

CFR § 135.30, if these minimum requirements are not met, sufficient documentation must be kept providing reasoning and justification for non-compliance. This documentation should include evidence of all Section 3 outreach efforts. To meet these goals, the department shall maintain a certification process for Section 3 business concerns. The following clause shall be included (verbatim) in bid documents and all contracts for projects in which the amount of federal investment exceeds $100,000.

24 CFR § 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 I u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training position s, that are filled (I) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, debarment, or suspension from future HUD assisted contracts.

With respect to work performance in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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UTILIZATION OF SECTION 3 AREA RESIDENTS AND BUSINESSES

All contractors subject to this Section 3 regulation will provide a "Preliminary Statement of Work Force Needs" form prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force. Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as trainees to the greatest extent in the various training categories and filling any vacant training positions with lower income project area residents except for those training position which remain unfilled after a good faith effort has been made to fill them with eligible income project area residents.

Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as employees to the greatest extent feasible by identifying the number and types of positions not currently occupied by regular, permanent employees and establishing a goal of positions to be filled by lower income residents of the Section 3 covered project area and thereafter making a good faith effort to fill the identified positions.

ln recruiting and filling vacancies, the City will require contractors and subcontractors to attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs. etc. When lower income resident workers apply. Either on their own initiative or on referral from any source, the contractor or subcontractor shall determine if the qualifications are satisfactory and if there are openings.

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CONTRACTOR OR SUBCONTRACTOR AFFIRMATIVE ACTION PLAN

All competitive bidders and negotiated contractors, subject to 24 CFR Part 135 regulations (contracts over $100,000) will submit to the City of Texas City utilization goals. Evaluation of each bid and negotiated contract will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve these objectives of Section 3 regulations. The following submittal, or similar, updated document, will be required of each construction contractor.

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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

SECTION 3 ACTION PLAN

The work to be performed under bids on projects assisted under programs providing direct federal financial assistance from the Department of Housing and Urban Development (HUD) arc subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968.

Section 3 Resident - A "section 3 resident" is: l) a public housing (HUD) resident; or 2) a low- or very low-income person residing in the Houston, Sugarland, and Woodland Metropolitan Statistical Area (MSA). The preferences provided under this regulation are based on income level and location and are race and gender neutral. The following income limits apply to the households of those considered Section 3 residents based upon income:

2023 City of Texas City Income Limits for Consideration as Low to Moderate Income.

FY 2023 Income Limit Area	Median Family Income	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area	$93,200	**Low (80%) Income Limits ($)**	52,200	59,650	67,100	74,550	80,550	86,560	92,450	98,450
		Very Low-Income Limits ($)	32,650	37,300	41,950	46,600	50,350	54,100	57,800	61,550
		Extremely Low-Income Limits ($)	19,600	22,400	25,200	30,000	35,140	40,280	45,420	50,560

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SECTION 3 BUSINESS CONCERNS

Section 3 business concerns are businesses which can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

The Bidder represents and certifies as part of its bid that it will comply with the requirements of Section 3 in one of the following categories (MUST CHECK ONE BOX ONLY).

☐ CATEGORY A SECTION 3 BUSINESS CONCERN (OWNERSHIP)

51% or more of the business is owned by Section 3 Residents (low income) or public housing (HUD) residents in Galveston County (attach copy of the first and last page of current lease and documentation of business ownership, such as articles of incorporation, form I099, tax return, bank statement, or other satisfactory proof of ownership, along with the attached Affidavit of Section 3 Business Ownership).

☐ CATEGORY B SECTION 3 BUSINESS CONCERN (WORKFORCE)

Full-time, permanent workforce of the business currently includes 30% or more Section 3 eligible residents, or within three years of the date of first employment with the business concern were Section 3 residents (attach a list of all employees with Section 3 employees so designated, along with an Affidavit of Section 3 employee status from each Section 3 employee.)

☐ CATEGORY C SECTION 3 BUSINESS CONCERN (SUBCONTRACT)

The bidder hereby commits to subcontract at least 25% of the total amount of subcontracts to Category A or B Section 3 businesses. Attach on separate sheets the name, address, phone number, amount of subcontract and Section 3 Business Concern category (A or B) for each

intended Section 3 Business Concern subcontractor and attach satisfactory documentation of the subcontractor's Section 3 status.

SECTION 3 NARRATIVE AFFIRMATIVE ACTION PLAN

All competitive bidders for Section 3 covered projects must submit to the City of Texas City a Section 3 narrative affirmative action plan including utilization goals. Evaluation of each bid and will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve the objectives of Section 3 regulations. Attach additional pages as necessary.

Explain how you intend to recruit a minimum of 30% of Section 3 residents for any new hires from the time this bid is submitted until the contract is complete, and what actions you will take to require subcontractors to do the same.

Check all applicable boxes.

- ☐ Ads placed with local advertising media such as newspapers.
- ☐ Sign at the project site
- ☐ Notification of Public Housing Agencies, Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities.
- ☐ Other
- ☐ No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

If you intend to subcontract, explain how you intend to subcontract a minimum of 25% of the work of this bid to Section 3 business concerns. Check all applicable boxes.

- ☐ Ads placed with local advertising media such as newspapers.

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1801 9th Ave N
Texas City, Texas 77590

☐ Sign at the project site

☐ Contact a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.

☐ Other

☐ No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

Describe how you will document and maintain evidence of all Section 3 outreach efforts, and how you will require any subcontractors to do the same. Check all applicable boxes.

☐ Maintain copies of ads placed with local advertising media such as newspapers.

☐ Maintain photos of signage at the project site

☐ Maintain copies of letters or internet search results requesting a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.

☐ Other

☐ No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

The successful bidder will provide a " Preliminary Statement of Work Force Needs" form, prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force to accomplish the work of this bid. In recruiting and filling vacancies to accomplish the work of this bid, the successful bidder shall recruit from Galveston County the necessary number of lower income or public housing residents through: local advertising media, signs placed at the project site, and notices to appropriate community organizations and public or private institutions operating within or serving the project area such as: Public Housing Agencies, Employment or

City of Texas City, Texas
Purchasing Department
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Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities. Provide selections from the list of resources below or list other resources to be used in recruiting Section 3 employees. Upon contracting, a completed " Preliminary Statement of Work Force Needs" shall be provided by the contractor to each organization contacted. Check all applicable boxes.

☐ Public Housing Agency ☐ Workforce Commission ☐ Manpower

☐ Services/Employment Agencies

☐ Texas Commission for the Blind

☐ Other

☐ No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

☐ If no recruitment or hiring is anticipated, briefly explain why _____

☐ Business has no employees other than the owner(s).

☐ The business is currently fully staffed and has existing capacity for the proposed project.

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Purchasing Department
1801 9th Ave N
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GRIEVANCE PROCEDURE: Section 3 employees must be informed that in the event of a grievance or complaint against the municipality or the general contractor, they may file by mail a grievance with:

Assistant Secretary for Equal Opportunity & Fair Housing
Department of Housing and Urban Development
451 Seventh St., S.W. - Room 5100
Washington, D.C. 20410-2000,

or

Fair Housing and Equal Opportunity Division Department
of Housing and Urban Development
80I Cherry Street
P.O. Box 2905
Fort Worth, TX 76113-2905

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
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SUBCONTRACTORS: Subcontractors will be informed of their requirement to submit a Section 3 Action Plan and certifications to the city.

Implementation Schedule: Provide a schedule timeline of the implementation of this plan: Section 3 Employee Recruitment Timeline:

☐ Not Applicable - This project does not require employee recruitment.

Timeline (Pre-Bid, Pre-Commencement, During) _____

_____

Subcontractor Timeline:

☐ Not Applicable - No subcontracts are anticipated for this project.

Timeline (Pre-Bid, Pre-Commencement, During) _____

_____

Describe training opportunities your firm can provide for low-income or public housing Section 3 residents as well as an overview of your training plan. Check all applicable boxes.

☐ Management Training
☐ Maintenance Training
☐ Building Trades Training
☐ Clerical Training
☐ Support Services Training
☐ Other Training Opportunities

The successful bidder shall send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitment under the Section 3 clause and shall have posted copies of the notice in conspicuous places available to employees and applicants for employment or training. List any

labor organizations or worker representatives with whom your firm has a collective bargaining agreement, contract, or other understanding:

☐ Not Applicable - bidder does not have any collective bargaining agreement, contract, or understanding with any labor groups.

List Labor Organizations _____

_____

SECTION 3 CLAUSE

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 I u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each;

and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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SECTION 3 CERTIFICATION

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, fraudulent statement or entity, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $I0,000 or imprisoned for not more than five years, or both. The undersigned gives express consent to the City of Texas City to verify any information provided by the vendor within this Section 3 Business Certification Form.

Certification - The information above is true and complete to the best of my knowledge and belief.

_____ _____

Signature Date

_____

Print Name and Title

City of Texas City, Texas
Purchasing Department
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AFFIDAVIT OF SECTION 3 EMPLOYEES

(Used to Certify Category B Section 3 Business Concern - Workforce)

On this _____day of _____, 20____
Date Month Year

I, _____, hereby certify that I am an employee of _____.

I am (Circle as many as apply):

A resident of public (HUD) housing within Galveston County (attach front and back page of lease).

Currently low income: Employee's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income $93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Previously low income based upon the table above, within 3 years prior to becoming employed by this employer.

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

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I certify that the above statements are true and correct. I understand that I may be required by program staff to provide income documentation, or some other form of documentation to prove I am a Section 3 employee at the time this affidavit is signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

_____ _____

Signature of Section 3 Employee Date

_____

Printed Name of Section 3 Employee

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

STATE OF TEXAS §

§

COUNTY OF GALVESTON §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____,

20 _____, by _____,

[SEAL]

_____

Notary Public in and for the State of Texas

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

AFFIDAVIT OF SECTION 3 BUSINESS CONCERN OWNERSHIP

(Used to Certify Category A Section 3 Business Concern - Ownership)

On this _____ day of _____, 20___, I, here by certify that I am the/an

owner of _____ .
Name of Business

At least 51% of the ownership interest in this business is by Section 3 residents (low income or public housing residents). And I am (Circle as many as apply)

A resident of public (HUD) housing within Galveston County (attach front and back page of lease)

Currently Low income: Owner's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income $93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Title 18, Section 1001 of the U.S. Code states that all person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

STATE OF TEXAS §

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

§

COUNTY OF GALVESTON §

ACKNOWLEDGMENT

COUNTY OF GALVESTON

I certify that the above statements are true and correct. I understand that I may be required by program staff to provide business primary or employee income documentation, or some other form of documentation to prove my company was a Section 3 Business Concern at the time this affidavit was signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

_____ _____

Signature of Section 3 Business Owner Date

_____

Printed Name of Section 3 Business Owner

This instrument was acknowledged before me on the _____day of _____, 20____, by

_____.
Name

[SEAL] _____

Notary Public in and for the State of Texas

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PRELIMINARY STATEMENT OF WORK FORCE NEEDS

(1) PROJECT NAME

(2) CONTRACT NUMBER

(3) JOB TITLE

(4) TOTAL # OF EMPLOYEES NEEDED FOR THIS PROJECT

(5) NUMBER OF POSITIONS

(6) CURRENTLY FILLED

(a) TOTAL (b) # of SECTION 3 RESIDENTS

(7) HIRING GOAL

(a) TOTAL (b) # of SECTION 3 RESIDENTS

CERTIFICATION

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ _____

Signature Date

_____

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
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FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters a contract with the City of Texas City must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require a substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

_____

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

_____ _____

Authorized Company Official's Name (Printed) Date

My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony.
(Write N/A if does not apply)

_____

Signature of Company Official

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony. (Write N/A if does not apply)

Signature of Company Official

Provide a general description of the conduct resulting in the conviction of a felony. (Write N/A if does not apply)

_____

_____

_____

Signature of Company Official

Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

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CERTIFICATION OF BID

CERTIFICATION and AUTHORIZATION

RFB # _____

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished including the Texas Ethics Commission Certificate of Interested Parties Form 1295 and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the company is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

By submitting a bid/proposal, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the Mayor or City Commission of the City of Texas City within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By: _____ Title: _____

Printed Name: _____ Company Name: _____

Phone Number: _____ Email: _____

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
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Bid Address:

_____ P.O. Box or

Street City State Zip

Order Address:

_____P.O. Box or

Street City State Zip

Federal Tax ID Number: _____

Date: _____

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

NOTICE OF NON-PARTICIPATION

RFB # 2024-445

RECONSTRUCTION OF A RESIDENTIAL STRUCTURE

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Texas City Purchasing Department

1801 9th Ave N

Texas City, TX 77590

DO NOT return the solicitation packet.

Failure to respond may result in the removal of your organization from our current Vendor file.

Company Name: _____

Address: _____

Phone number: _____

Reason for no response to this RFB

Please check the items that apply:

Suitable, but engaged in other work.

Do not sell the item(s) required: _____

Can not be competitive.

Can not meet the specifications highlighted in the attached Bid.

Can not provide insurance required.

City of Texas City, Texas
Purchasing Department
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Can not provide bonding required.

Can not comply with identification requirements.

Job too large.

Job too small.

Do not wish to do business with the City.

Other reasons; please explain.

_____

_____

_____

Signature Title Date

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____ By _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

SBA Form 1623 (10-88) This form was electronically produced by Elite Federal Forms, Inc.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

	OFFICE USE ONLY
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

_____
Company Name

_____
Signature of Authorized Official

_____
Title of Authorized Official Date

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

_____
Legal Name of Person, Firm or Corporation

_____
Authorized Signature

_____
Title

Statement

Case Id: 30946
Name: Miranda, Patricia
Address: 41 19th Avenue North
Texas City, TX 77590

Funding Source: CDBG 2019/20

Date	Funding Source	Type	Category	Amount
4/14/2022	CDBG 2019/20	Initial Funding	Construction Costs	$160,684.56
2/27/2024	CDBG 2019/20	Initial Funding	Construction Costs	$40,686.44
			Escrowed Deposited Amount	**$201,371.00**

Date	Funding Source	Type	Category / Payee	Amount
10/5/2023	CDBG 2019/20	Draw Id: 442	Construction Costs	$0.00
10/19/2023	CDBG 2019/20	Draw Id: 449	Construction Costs	$0.00
11/17/2023	CDBG 2019/20	Draw Id: 462	Construction Costs	$0.00
1/9/2024	CDBG 2019/20	Draw Id: 467	Construction Costs	$0.00
1/24/2024	CDBG 2019/20	Draw Id: 470	Construction Costs	$0.00
			Expensed Amount	**$0.00**
			Remaining Balance	**$201,371.00**

This statement is accepted as a complete and final accounting for the escrow account funds.

Funding Source	Remaining Balance
CDBG 2019/20	$201,371.00
Total Balance	**$201,371.00**

_____ _____
Staff Certification Date

_____ _____
Mailed to Borrower Copy to Program file

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

REQUEST FOR BID

RFB # 2024-445

Case ID-30946

41 19th Ave. N, Texas City, TX 77590

Construction of a two (2) Bedroom, two (2) Bath Single-Family Structure

DATE ISSUED: **January 23, 2024.**

SEALED BIDS TO BE SUBMITTED BEFORE:

2:00 P.M. CST Feb 13, 2024

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Texas City, including affiliations, business, and financial relationships such persons may have with City of Texas City officers. If you are unable to obtain such information online, please contact the City of Texas City Purchasing Department, 1801 9th Ave N Texas City, TX 77590, or call (409) 643-5950.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF TEXAS CITY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

BID SHEET

PROJECT NO: RFB #: 2024-445

CONSTRUCTION OF A RESIDENTIAL STRUCTURE:
41 19th Avenue North Texas City, TX 77590

Name of Bidder (Company): DSW Homes, LLC

Representative Name: Paul Judson

Contact information: (409) 744-3400 info@dswhomes.com

Pursuant To and In Compliance with the Invitation to Bid:

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this bid. The Contractor hereby agrees to furnish all labor, materials and to perform the work required including required taxes, disposal fees, license fees, permits, bonding, insurance premiums and other costs associated with the performance of the following project: 41 19th Avenue North Texas City, TX 77590

Dumping of construction waste and debris materials, other than the recycle facility, is illegal and Contractor shall be liable for penalties and/or fees levied against him/her for improper disposal of waste materials. Copies of dump tickets must accompany all invoices requesting payment for removal of demolition of materials.

Estimated Cost: $ 207,340.00

ACKNOWLEDGEMENTS: The Bidder declares that he/she has performed a thorough investigation of the project site and thoroughly understands the scope of work and has examined the Contract Documents for the work involved with completion of the project.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Description and Base Bid

RFB # 2024-445

CONSTRUCTION OF A RESIDENTIAL STRUCTURE:
41 19th Avenue North Texas City, TX 77590

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this Bid. To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or print legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may cause a rejection of the bid package. If there are discrepancies in unit price and total, unit price will prevail.

One vendor will be selected for the Residential Construction phases of this project. Pursuant to and in Compliance with the invitation to Bid the Proposed Bid Documents relating to the construction of a new structure for:

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Item Number	RFB Number	Description & Base Bid	Price
	# 2024-445	Includes all labor, materials, services, and equipment required to complete said work shown in the drawing and the Specifications / Scope of Work	$201,371.00

Number of days from receipt of the Notice to Proceed to completion of Construction of RFB # 2024-445 100 consecutive calendar days. Not to exceed four (4) months.

Company Name: DSW Homes, LLC

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

METHOD OF PAYMENT

RFB # 2024-445

CONSTRUCTION OF A RESIDENTIAL STRUCTURE: 41 19th Ave. N, Texas City, TX 77590

PAYMENT TERMS

Net 30 (Vendor paid within 30 days of invoice.)

ELECTRONIC FUNDS TRANSFER DISCOUNT

Company Name DSW Homes, LLC

Authorized Signature

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR QUALIFICATIONS

RFB # 2024-445

CONSTRUCTION OF A RESIDENTIAL STRUCTURE: 41 19th Ave. N, Texas City, TX 77590

Please complete the Contractor Qualification Statement and attach all requested documentation.

CHECKLIST

Respond to all questions and statements (put N/A when "not applicable")

Each principal of the firm completes a separate Section II.

All references have proper and complete mailing addresses.

Contractor Acknowledgment (Section VI) is signed and notarized (separate form and signature by each principal of firm).

Release of Information completed by each principal of firm.

Corporations should attach a copy Letter of Good Standing with the Texas State Comptroller. See Contractor Qualifications Statement form.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR QUALIFICATIONS STATEMENT

BUSINESS INFORMATION (Partnership, Sole Proprietor, Corporations)

Firm Name: DSW Homes, LLC

Business Location Address: 1650 E Winding Way Dr, Friendswood, TX 77546

Mailing Address: 1650 E Winding Way Dr BLDG B , Friendswood, TX 77546

Business Phone: (409) 744-3400

Email Address: info@dswhomes.com

LEGAL STATUS

Partnership Sole Proprietorship Corporation- Limited Liability Company

Federal Income Tax Business Id.: 27-133008

Social Security Number: _____

Date Firm Established: nov 17, 2009

Corporation: DSW Homes, LLC

Charter Number: 801195164

Date of Charter: nov 17, 2009

Date of last board meeting: February 09, 2024

Are there any outstanding litigation, judgments, or claims pending against the contractor or firm? N/A

If yes, describe: _____

_____

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
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Board of Directors and Officers (corporate only)

Name: James Schumer Title: Chair Emeritus

Name: Donald Gerratt Title: Chief Executive Officer

Name: Paul Judson Title: Treasurer/ VP Purchasing Estimating

Name: Curtis Clayton Title: Chief Operating Officer

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: James Schumer

Home Address: 4895 W County highway 30A Santa Rosa Beach, FL 32459

Phone: (770) 519-2357

Driver's License #: S560-446-62-341-0 State: Florida

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience 25+

Title: Chair Emeritus

Principals' signature: _____ Date: 02/12/2024

City of Texas City, Texas
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1801 9th Ave N
Texas City, Texas 77590

PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: Donald Gerratt

Home Address: 12 A Windcreek St Friendswood TX 77546

Phone: (409) 338-6289

Driver's License #: 34060344 State: Texas

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience 25+

Title: Chief Executive Officer

Principals' signature: Donald Gerratt Date: 02/12/2024

City of Texas City, Texas
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1801 9th Ave N
Texas City, Texas 77590

PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: Paul Judson

Home Address: 1703 Tempe Street League City, TX 77573

Phone: (409) 939-3344

Driver's License #: 45280758 State: Texas

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience 20+

Title: Treasurer / VP Purchasing and Estimating

Principals' signature: _____ Date: 02/12/2024

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: Curtis Clayton

Home Address: 4 Windsong Ln Friendswood, TX 77546

Phone: (845) 855-9662

Driver's License #: 34187580 State: Texas

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience 20+

Title: Chief Operating Officer

Principals' signature: _____ Date: 02/12/2024

City of Texas City, Texas
Purchasing Department
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Texas City, Texas 77590

REFERENCES

Please provide a proper mailing address, and e-mail addresses, if applicable.

List all financial or banking references.

Name of Institution: Texas First Bank

Type of Account (s): checking

Account Number: Account No. 21136952

List all local suppliers where your firm has past or present credit dealings.

Name of Firm Texas First Bank

Contact Person Sean Doyle, Vice President Sean.doyle@texasfirst.bank 409-744-6353

Mailing Address 6501 Stewart Road, Galveston, TX 77551

(Street or P.O. Box) (City) (State) (Zip Code)

Type of Account(s) _____

Account# _____

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

List three persons and/or municipalities for whom your firm has completed construction, remodeling, or repairs on structures for $I0,000 or more within the past 2 years.

Name of Client: Harris County

Date: Nov 2020- Present

Client Address: Harris County, 1001 Preston, Rm 652, Houston, TX 77002

Phone: 832-927-8258

Project Name: Harris County Hurricane Harvey GLO

Project Address: scattered sites

Dollar Amount of Work: $10,587,250

Please describe type of work performed in the spaces below:

Reconstruction & rehabilitation for disaster relief (40+ units)

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

City of Texas City, Texas
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Name of Client: State of Florida

Date: June 2023-Present

Client Address: 3914 US-301 #700 Tampa, FL, 33619

Phone: 813-878-9000

Project Name: Sheltering in Home for Recovery Continuation

Project Address: scattered sites

Dollar Amount of Work: $5,300,000

Please describe type of work performed in the spaces below:

Rehabilitation of residential homes (335+ units)

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

City of Texas City, Texas
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Name of Client: State of South Carolina

Date: Jan 2017-Present

Client Address: 632 Rosewood Drive Columbia, SC 29201

Phone: 803-530-0338

Project Name: South Carolina Office of Resilience (SCOR) Rehabilitaion and Reconstruction

Project Address: scattered sites

Dollar Amount of Work: $42,228,400

Please describe type of work performed in the spaces below:

Rehabilitation and reconstruction of single-family homes and MHUs. (540+ units)

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

City of Texas City, Texas
Purchasing Department
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Texas City, Texas 77590

PERSONAL REFERENCES

Name	Address	Occupation
Tres Davis	2201 Northland Drive, Austin TX 78756	Senior Vice President - GrantWorks
Timothy Lagudi	P.O. Box 110265, Research Triangle Park, NC 27709	Sr. Project Manager (Program Manager of Rebuild Florida Irma HRRP)
Chad Herndon	8733 Slegen Ln., Baton Rouge, LA 70810	Director of Support, Disaster Recovery Division City of Houston - GLO Program (H2Bravo, LLC)

City of Texas City, Texas
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CONTRACTOR CAPABILITIES

What is the greatest amount of work, in dollars, that you have ever done at one time (all jobs)?

$25,000,000

What is the largest single job, in dollars you have previously performed?

$1,200,000

What amount of work, in dollars, do you normally carry?

$15,000,000

What dollar size contracts do you think your organization is best qualified to handle?

DSW Homes, LLC is qualified to handle contracts of all amounts

Have you ever failed to complete a job? Y / N

If yes, provide a detailed explanation on a separate page.

N/A

City of Texas City, Texas
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Texas City, Texas 77590

List any contractors for whom you have worked as a subcontractor within the past 12 months (use a separate page, if necessary).

Date Worked	Size of Subcontract	Name of Contractor

State your work specialties.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PERSONAL REFERENCES

Name	Address	Occupation
Scott Sharpe	632 Rosewood Drive Columbia, SC 29201	Director of Support, Disaster Recovery Division - SCDRO (South Carolina Disaster Recovery Office)
Heather Lagrone	700 N Congress Avenue, Austin, Texas 78701-1495	Senior Deputy Director, Texas General Land Office
Brandy Canada	3914 US-301 #700 Tampa, FL, 33619	Senior Director of Operations, Rebuilding Together

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm DSW Homes, LLC
(print)

Signature _____
(notarization required)

Date 02/12/2024

****WARNING** PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said DSW Homes, LLC (insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration there in expressed, and in the capacity therein stated.

Given under my hand and seal of office this 12 day of February ,2024

[SEAL]

Crystal Caldwell
Notary Public, State of Texas

Crystal Castro Caldwell
My Commission Expires
7/19/2026
Notary ID 128511190

Crystal Caldwell
Print name of Notary Public

My commission expires the 19th day of July, 2026

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm DSW Homes, LLC
(print)

Signature _____
(notarization required)

Date 02/12/2024

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City of Texas City, Texas
Purchasing Department
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CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said DSW Homes, LLC (insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration there in expressed, and in the capacity therein stated.

Given under my hand and seal of office this 12 day of February ,2024

[SEAL]

Crystal Caldwell
Notary Public, State of Texas

Crystal Castro Caldwell
My Commission Expires
7/19/2026
Notary ID 128511190

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Print name of Notary Public

My commission expires the 19th day of July, 2026

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm DSW Homes, LLC
(print)

Signature _____
(notarization required)

Date 02/12/2024

****WARNING** PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared Paul Judson known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of February ,2024

[SEAL]



Crystal Caldwell
Notary Public, State of Texas

Crystal Caldwell
Print name of Notary Public

My commission expires the 19th day of July, 2026

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm DSW Homes, LLC
(print)

Signature _____
(notarization required)

Date 02/12/2024

****WARNING** PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said DSW Homes, LLC (insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration there in expressed, and in the capacity therein stated.

Given under my hand and seal of office this 12 day of February ,2024

[SEAL]

Crystal Caldwell
Notary Public, State of Texas

Crystal Castro Caldwell
My Commission Expires
7/19/2026
Notary ID 128511190

Crystal Caldwell
Print name of Notary Public

My commission expires the 19th day of July, 2026

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

RELEASE OF INFORMATION

I (we), Paul Judson, of DSW Homes, LLC, hereby authorize the City of Texas City or its designated agents to obtain and receive all records and information pertaining to eligibility for the Qualified Contractor list, including work record, personal information, credit and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the City of Texas City the right to request all information that we can or could obtain from any person, company, or firm on any matter referenced above. I (we) agree to have no claim for defamation, of privacy, or otherwise against any person or firm or corporation by reason of any statement or information released by them to the City of Texas City for purposes of the program. The term of this authorization shall commence on the date of signature and be in force for a period of two (2) years.

02/12/2024
(Date)

Paul | C | Judson
(First Name) | (Middle Initial) | (Last Name)

(Signature)

DSW Homes, LLC
(Business Name)

1650 E Winding Way Dr
(Street Address/ Route No. (No P.O. Box or Drawer No.)

Friendswood, TX 77546
(City, State, Zip)

10/15/1977 | 27-133008
(Date of Birth) | (Tax ID # or Social Security No.)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of February, 2024

[SEAL]

Crystal Caldwell
Notary Public, State of Texas

Crystal Castro Caldwell
My Commission Expires
7/19/2026
Notary ID 128511190

Crystal Caldwell
Print name of Notary Public

My commission expires the 19th day of July, 2026

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

FEDERALLY REQUIRED CERTIFICATIONS

STATUTORY ASSURANCES AND COMPLIANCIES

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development funds.

COMPLIANCE WITH TITLE VJ OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED:

The Contractor hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D there of issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.

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Purchasing Department
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COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED:

During the performance of this contract the Contractor agrees as follows: The Contractor will conform to Executive Order No. 11 246 of September 24, 1965 (E.O. 11 246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisement s for employee es placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of E.O.11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of E.0.11 246, and the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by E.O.11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in E.O.1246, and such other sanctions may be imposed and remedies invoked as provided in E.O.11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O.11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the most current regulations of the United States Department of Labor, made pursuant to the Copeland “Anti-Kickback Act" (48 Stat. 948:62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276C -- herein incorporated by reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractor’s contract.

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CERTIFICATION OF COMPLIANCE WITH AIR AND WATERACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000.)

COMPLIANCE WITH AIR AND WATER ACTS: During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC I 857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (I) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

City of Texas City, Texas
Purchasing Department
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COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS: The Contractor hereby agrees to comply with all requirements related to federally related Labor Standard requirements as may be noted in the bid and contract documents. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS: The Contractor hereby agrees to comply with all local, state, and federal laws, ordinances, and regulations applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

CERTIFICATION: All information provided above is true and complete to the best of my knowledge and belief. I certify that I will comply with the local, state, and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.

_____ 02/12/2024

(Signature) (Date)

Paul Judson, VP Purchasing and Estimating

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PERFORMANCE BOND

Bond No._____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of_____, County of_____, and State of_____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Texas City, Galveston County, Texas

_____(Owner), in the penal sum of ($) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered a certain written contract with the Owner,

dated the day_____ of_____ 20___, to furnish all labor, materials, and

equipment necessary for completing the construction of a two (2) bedroom and two (2) bathroom single family home at: 41 19th Avenue North Texas City, TX 77590.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and the Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

City of Texas City, Texas
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PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this _____ day of _____, 20_____.

_____

(Principal) (Surety)

By_____ By _____

Title_____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

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PAYMENT BOND

Bond No._____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of_____, County of_____, and State of_____, as principal, and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Texas City of Galveston County, Texas (Owner), in the penal sum of_____

($_____
_____)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally by these presents:

WHEREAS the Principal has entered a certain written contract with the Owner,

dated the_____ day of_____, 20_____, to furnish all labor, materials, and equipment necessary for completing.

Which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be

determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed hereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this day of _____, 20_____.

_____

(Principal) (Surety)

By_____ By _____

Title_____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

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CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees based on race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $ I00,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

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NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontracted exceeding $100,000 which is not exempt from the provisions of the Equal Opportunity Clause.

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

_____ 02/12/2024

(Signature) (Date)

Paul Judson, VP Purchasing and Estimating

(Print Name and Title)

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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

For Applicable City of Texas City Programs and Projects

Section 3 is a provision of the Housing and Urban Development Act of 1968. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a federally funded project necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low - and very low-income persons or business concerns residing in the community where the project is located. Section 3 applies to the department as a recipient of HUD funds for any projects, in which the HUD investment is $200,000 or more, and contractors or subcontractors receiving $I00,000 or more in covered funds.

PURPOSE

The purpose of this Plan is to provide employment and business opportunity for businesses and lower income persons who are residents of the Texas City - Houston, Sugarland, and Woodland MSA referred to as the Section 3 Area under the Community Development Block Grant Program, by setting forth procedures to be implemented by contractors and subcontractors to assure compliance with Section 3 of the Housing and Urban Development Act, as defined in 24 CFR part 135 (for project receiving federal assistance of $200,000 or more or contracts for covered projects receiving $I00,000 or more).

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DEFINITIONS

SECTION 3 COVERED PROJECT - A Section 3-Covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc. which is funded by HUD, and in which contractors or subcontractors receive $I00,000 or more in covered funds.

SECTION 3 RESIDENT - A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

SECTION 3 BUSINESS RETURN - Section 3 business concerns are businesses that can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

RACE AND GENDER NEUTRAL - Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

NUMERICAL GOALS: The department shall meet and ensure that covered contractors and subcontractors meet the minimum numerical goals set forth at 24 CFR Part 135.30: 30 percent of the aggregate number of new hires shall be Section 3 residents; and 10 percent of all covered construction contracts shall be awarded to Section 3 business concerns. At least three (3) percent of the total dollar amount of all other section 3 covered contracts. In accordance with 24

CFR § 135.30, if these minimum requirements are not met, sufficient documentation must be kept providing reasoning and justification for non-compliance. This documentation should include evidence of all Section 3 outreach efforts. To meet these goals, the department shall maintain a certification process for Section 3 business concerns. The following clause shall be included (verbatim) in bid documents and all contracts for projects in which the amount of federal investment exceeds $100,000.

24 CFR § 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 I u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training position s, that are filled (I) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, debarment, or suspension from future HUD assisted contracts.

With respect to work performance in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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UTILIZATION OF SECTION 3 AREA RESIDENTS AND BUSINESSES

All contractors subject to this Section 3 regulation will provide a "Preliminary Statement of Work Force Needs" form prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force. Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as trainees to the greatest extent in the various training categories and filling any vacant training positions with lower income project area residents except for those training position which remain unfilled after a good faith effort has been made to fill them with eligible income project area residents.

Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as employees to the greatest extent feasible by identifying the number and types of positions not currently occupied by regular, permanent employees and establishing a goal of positions to be filled by lower income residents of the Section 3 covered project area and thereafter making a good faith effort to fill the identified positions.

ln recruiting and filling vacancies, the City will require contractors and subcontractors to attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs. etc. When lower income resident workers apply. Either on their own initiative or on referral from any source, the contractor or subcontractor shall determine if the qualifications are satisfactory and if there are openings.

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CONTRACTOR OR SUBCONTRACTOR AFFIRMATIVE ACTION PLAN

All competitive bidders and negotiated contractors, subject to 24 CFR Part 135 regulations (contracts over $100,000) will submit to the City of Texas City utilization goals. Evaluation of each bid and negotiated contract will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve these objectives of Section 3 regulations. The following submittal, or similar, updated document, will be required of each construction contractor.

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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

SECTION 3 ACTION PLAN

The work to be performed under bids on projects assisted under programs providing direct federal financial assistance from the Department of Housing and Urban Development (HUD) arc subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968.

Section 3 Resident - A "section 3 resident" is: l) a public housing (HUD) resident; or 2) a low- or very low-income person residing in the Houston, Sugarland, and Woodland Metropolitan Statistical Area (MSA). The preferences provided under this regulation are based on income level and location and are race and gender neutral. The following income limits apply to the households of those considered Section 3 residents based upon income:

2023 City of Texas City Income Limits for Consideration as Low to Moderate Income.

FY 2023 Income Limit Area	Median Family Income	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area	$93,200	**Low (80%) Income Limits ($)**	52,200	59,650	67,100	74,550	80,550	86,560	92,450	98,450
		Very Low-Income Limits ($)	32,650	37,300	41,950	46,600	50,350	54,100	57,800	61,550
		Extremely Low-Income Limits ($)	19,600	22,400	25,200	30,000	35,140	40,280	45,420	50,560

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SECTION 3 BUSINESS CONCERNS

Section 3 business concerns are businesses which can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

The Bidder represents and certifies as part of its bid that it will comply with the requirements of Section 3 in one of the following categories (MUST CHECK ONE BOX ONLY).

☐ CATEGORY A SECTION 3 BUSINESS CONCERN (OWNERSHIP)

51% or more of the business is owned by Section 3 Residents (low income) or public housing (HUD) residents in Galveston County (attach copy of the first and last page of current lease and documentation of business ownership, such as articles of incorporation, form I099, tax return, bank statement, or other satisfactory proof of ownership, along with the attached Affidavit of Section 3 Business Ownership).

☐ CATEGORY B SECTION 3 BUSINESS CONCERN (WORKFORCE)

Full-time, permanent workforce of the business currently includes 30% or more Section 3 eligible residents, or within three years of the date of first employment with the business concern were Section 3 residents (attach a list of all employees with Section 3 employees so designated, along with an Affidavit of Section 3 employee status from each Section 3 employee.)

☒ CATEGORY C SECTION 3 BUSINESS CONCERN (SUBCONTRACT)

The bidder hereby commits to subcontract at least 25% of the total amount of subcontracts to Category A or B Section 3 businesses. Attach on separate sheets the name, address, phone number, amount of subcontract and Section 3 Business Concern category (A or B) for each

intended Section 3 Business Concern subcontractor and attach satisfactory documentation of the subcontractor's Section 3 status.

SECTION 3 NARRATIVE AFFIRMATIVE ACTION PLAN

All competitive bidders for Section 3 covered projects must submit to the City of Texas City a Section 3 narrative affirmative action plan including utilization goals. Evaluation of each bid and will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve the objectives of Section 3 regulations. Attach additional pages as necessary.

Explain how you intend to recruit a minimum of 30% of Section 3 residents for any new hires from the time this bid is submitted until the contract is complete, and what actions you will take to require subcontractors to do the same.

Check all applicable boxes.

- ☐ Ads placed with local advertising media such as newspapers.
- ☐ Sign at the project site
- ☐ Notification of Public Housing Agencies, Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities.
- ☐ Other
- ☒ No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

If you intend to subcontract, explain how you intend to subcontract a minimum of 25% of the work of this bid to Section 3 business concerns. Check all applicable boxes.

- ☐ Ads placed with local advertising media such as newspapers.

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☐ Sign at the project site

☒ Contact a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.

☐ Other

☐ No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

Describe how you will document and maintain evidence of all Section 3 outreach efforts, and how you will require any subcontractors to do the same. Check all applicable boxes.

☐ Maintain copies of ads placed with local advertising media such as newspapers.

☐ Maintain photos of signage at the project site

☒ Maintain copies of letters or internet search results requesting a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.

☐ Other

☐ No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

The successful bidder will provide a " Preliminary Statement of Work Force Needs" form, prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force to accomplish the work of this bid. In recruiting and filling vacancies to accomplish the work of this bid, the successful bidder shall recruit from Galveston County the necessary number of lower income or public housing residents through: local advertising media, signs placed at the project site, and notices to appropriate community organizations and public or private institutions operating within or serving the project area such as: Public Housing Agencies, Employment or

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Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities. Provide selections from the list of resources below or list other resources to be used in recruiting Section 3 employees. Upon contracting, a completed " Preliminary Statement of Work Force Needs" shall be provided by the contractor to each organization contacted. Check all applicable boxes.

☐ Public Housing Agency ☐ Workforce Commission ☐ Manpower

☐ Services/Employment Agencies

☐ Texas Commission for the Blind

☐ Other

☒ No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

☒ If no recruitment or hiring is anticipated, briefly explain why DSW already has a sufficient and able workforce

☐ Business has no employees other than the owner(s).

☒ The business is currently fully staffed and has existing capacity for the proposed project.

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GRIEVANCE PROCEDURE: Section 3 employees must be informed that in the event of a grievance or complaint against the municipality or the general contractor, they may file by mail a grievance with:

Assistant Secretary for Equal Opportunity & Fair Housing
Department of Housing and Urban Development
451 Seventh St., S.W. - Room 5100
Washington, D.C. 20410-2000,

or

Fair Housing and Equal Opportunity Division Department
of Housing and Urban Development
80I Cherry Street
P.O. Box 2905
Fort Worth, TX 76113-2905

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SUBCONTRACTORS: Subcontractors will be informed of their requirement to submit a Section 3 Action Plan and certifications to the city.

Implementation Schedule: Provide a schedule timeline of the implementation of this plan: Section 3 Employee Recruitment Timeline:

☒ Not Applicable - This project does not require employee recruitment.

Timeline (Pre-Bid, Pre-Commencement, During) _____

_____

Subcontractor Timeline:

☐ Not Applicable - No subcontracts are anticipated for this project.

Timeline (Pre-Bid, Pre-Commencement, During) during

_____

Describe training opportunities your firm can provide for low-income or public housing Section 3 residents as well as an overview of your training plan. Check all applicable boxes.

☐ Management Training
☐ Maintenance Training
☐ Building Trades Training
☐ Clerical Training
☐ Support Services Training
☐ Other Training Opportunities

The successful bidder shall send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitment under the Section 3 clause and shall have posted copies of the notice in conspicuous places available to employees and applicants for employment or training. List any

labor organizations or worker representatives with whom your firm has a collective bargaining agreement, contract, or other understanding:

☒ Not Applicable - bidder does not have any collective bargaining agreement, contract, or understanding with any labor groups.

List Labor Organizations _____

_____

SECTION 3 CLAUSE

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 I u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each;

and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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SECTION 3 CERTIFICATION

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, fraudulent statement or entity, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $I0,000 or imprisoned for not more than five years, or both. The undersigned gives express consent to the City of Texas City to verify any information provided by the vendor within this Section 3 Business Certification Form.

Certification - The information above is true and complete to the best of my knowledge and belief.

_____ 02/12/2024

Signature Date

Paul Judson, VP Purchasing and Estimating

Print Name and Title

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N/A as DSW Homes, LLC has no section 3 employees to report

AFFIDAVIT OF SECTION 3 EMPLOYEES

(Used to Certify Category B Section 3 Business Concern - Workforce)

On this _____day of _____, 20____
Date Month Year

I, _____, hereby certify that I am an employee of _____.

I am (Circle as many as apply):

A resident of public (HUD) housing within Galveston County (attach front and back page of lease).

Currently low income: Employee's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income $93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Previously low income based upon the table above, within 3 years prior to becoming employed by this employer.

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

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I certify that the above statements are true and correct. I understand that I may be required by program staff to provide income documentation, or some other form of documentation to prove I am a Section 3 employee at the time this affidavit is signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

_____ _____

Signature of Section 3 Employee Date

_____

Printed Name of Section 3 Employee

City of Texas City, Texas
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STATE OF TEXAS §

§

COUNTY OF GALVESTON §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____,

20 _____, by _____,

[SEAL]

_____

Notary Public in and for the State of Texas

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N/A as DSW Homes, LLC is not a section 3 business

AFFIDAVIT OF SECTION 3 BUSINESS CONCERN OWNERSHIP

(Used to Certify Category A Section 3 Business Concern - Ownership)

On this _____ day of _____, 20___, I, here by certify that I am the/an

owner of _____ .
Name of Business

At least 51% of the ownership interest in this business is by Section 3 residents (low income or public housing residents). And I am (Circle as many as apply)

A resident of public (HUD) housing within Galveston County (attach front and back page of lease)

Currently Low income: Owner's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income $93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Title 18, Section 1001 of the U.S. Code states that all person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

STATE OF TEXAS §

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

§

COUNTY OF GALVESTON §

ACKNOWLEDGMENT

COUNTY OF GALVESTON

I certify that the above statements are true and correct. I understand that I may be required by program staff to provide business primary or employee income documentation, or some other form of documentation to prove my company was a Section 3 Business Concern at the time this affidavit was signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

_____ _____

Signature of Section 3 Business Owner Date

_____

Printed Name of Section 3 Business Owner

This instrument was acknowledged before me on the _____day of _____, 20____, by

_____.
Name

[SEAL] _____

Notary Public in and for the State of Texas

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PRELIMINARY STATEMENT OF WORK FORCE NEEDS

(1) PROJECT NAME RFB # 2024-445 Construction of a two (2) bedroom, two (2) bathroom single-family home.

(2) CONTRACT NUMBER # 2024-445

(3) JOB TITLE N/A

(4) TOTAL # OF EMPLOYEES NEEDED FOR THIS PROJECT DSW already has a sufficient and able workforce

(5) NUMBER OF POSITIONS N/A

(6) CURRENTLY FILLED all positions are currently filled

(a) TOTAL (b) # of SECTION 3 RESIDENTS

(7) HIRING GOAL DSW Homes, LLC is not planning to hire new employees for this project

(a) TOTAL (b) # of SECTION 3 RESIDENTS

CERTIFICATION

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Signature

02/12/2024
Date

Paul Judson, VP Purchasing and Estimating
(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters a contract with the City of Texas City must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require a substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: DSW Homes, LLC

Paul Judson — 02/12/2024

Authorized Company Official's Name (Printed) Date

My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony.
(Write N/A if does not apply)

Signature of Company Official

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony. (Write N/A if does not apply)

N/A

Signature of Company Official

Provide a general description of the conduct resulting in the conviction of a felony. (Write N/A if does not apply)

_____

_____

_____

Signature of Company Official

Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CERTIFICATION OF BID

CERTIFICATION and AUTHORIZATION

RFB # 2024-445

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished including the Texas Ethics Commission Certificate of Interested Parties Form 1295 and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the company is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

By submitting a bid/proposal, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the Mayor or City Commission of the City of Texas City within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By: _____ Title: VP Purchasing and Estimating

Printed Name: Paul Judson Company Name: DSW Homes, LLC

Phone Number: (409) 744-3400 Email: info@dswhomes.com

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Bid Address:

41 19th ave N | Texas City | TX | 77590 P.O. Box or

Street | City | State | Zip

Order Address:

1650 E Winding Way Dr, Friendswood, TX 77546 P.O. Box or

Street | City | State | Zip

Federal Tax ID Number: 27-133008

Date: 02/12/2024

N/A

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

NOTICE OF NON-PARTICIPATION

RFB # 2024-445

RECONSTRUCTION OF A RESIDENTIAL STRUCTURE

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Texas City Purchasing Department

1801 9th Ave N

Texas City, TX 77590

DO NOT return the solicitation packet.

Failure to respond may result in the removal of your organization from our current Vendor file.

Company Name: _____

Address: _____

Phone number: _____

Reason for no response to this RFB

Please check the items that apply:

Suitable, but engaged in other work.

Do not sell the item(s) required: _____

Can not be competitive.

Can not meet the specifications highlighted in the attached Bid.

Can not provide insurance required.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Can not provide bonding required.

Can not comply with identification requirements.

Job too large.

Job too small.

Do not wish to do business with the City.

Other reasons; please explain.

_____

_____

_____

Signature Title Date

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name DSW Homes, LLC

Date 02/12/2024

By Paul Judson, VP Purchasing and Estimating
Name and Title of Authorized Representative

Signature of Authorized Representative

SBA Form 1623 (10-88)

This form was electronically produced by Elite Federal Forms, Inc.

N/A no conflict of intrest

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1122901

Date Filed:
02/12/2024

Date Acknowledged:

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

DSW Homes, LLC
Galveston, TX United States

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

City of Texas City

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

RFB # 2024-445
General Contracting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GERRATT, DONALD	Friendswood, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Paul Judson, and my date of birth is 10/15/1977.

My address is 1703 Tempe Street (street), League City (city), TX (state), 77573 (zip code), USA (country).

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

Executed in Galveston County, State of Texas, on the 12 day of February (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Paul Judson, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

DSW Homes, LLC
Company Name

Signature of Authorized Official

VP Purchasing and Estimating
Title of Authorized Official

02/12/2024
Date

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

DSW Homes, LLC

Legal Name of Person, Firm or Corporation



Authorized Signature

VP Purchasing and Estimating

Title

SAM.GOV®

DSW HOMES LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
DLSDMD8LA7N9	**6UM90**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 24, 2024**	
Physical Address	Mailing Address	
1650 E Winding WAY DR **Friendswood, Texas 77546-5128** **United States**	**1650 E Winding WAY DR** **Friendswood, Texas 77546-5128** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**www.dswhomes.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 27, 2023	**Apr 25, 2023**	**Dec 6, 2012**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 17, 2009	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

Executive Compensation Details

Executive 1:

First Name:	**James**
Middle Initial:	**F**
Last Name:	**Schumer**
Position Title:	**Chair Emeritus**
Compensation Amount:	**910000**

Executive 2:

First Name:	**Donald**
Middle Initial:	**B**
Last Name:	**Gerratt**
Position Title:	**CEO**
Compensation Amount:	**400000**

Executive 3:

First Name:	**James**
Middle Initial:	**D**
Last Name:	**Yarbrough**
Position Title:	**CFO**
Compensation Amount:	**225000**

Executive 4:

First Name:	**Paul**
Middle Initial:	**C**
Last Name:	**Judson**
Position Title:	**VP Business Developm**
Compensation Amount:	**175000**

Executive 5:

First Name:	**Curtis**
Middle Initial:	
Last Name:	**Clayton**
Position Title:	**VP Construction**
Compensation Amount:	**200000**

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
6UM90

Electronic Funds Transfer

Account Type
Checking

Routing Number
*******1122**

Lock Box Number
(blank)

Financial Institution
FIRST FINANCIAL BANK

Account Number
*******0007379**

Automated Clearing House

Phone (U.S.)
4098833563

Email
jason.stewart@dswhomes.com

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

DSW HOMES LLC
1650 Winding WAY DR
Friendswood, Texas 77546
United States

Taxpayer Information

EIN
*******0085**

Type of Tax
Applicable Federal Tax

Taxpayer Name
DSW HOMES LLC

Tax Year (Most Recent Tax Year)
2022

Name/Title of Individual Executing Consent
President

TIN Consent Date
Apr 25, 2023

Address
502 20TH Street
Galveston, Texas 77550

Signature
James Schumer

Points of Contact

Accounts Receivable POC

Jason Stewart, Corporate Controller
jason.stewart@dswhomes.com
4097443400

Electronic Business

Ashley Byrd
ashley.byrd@dswhomes.com
4097443400

1650 E Winding WAY DR., BLDG. B
Friendswood, Texas 77546
United States

Government Business

Jed Webb, Vice President of Government Affairs
Jed.webb@dswhomes.com
4097443400

1650 E Winding WAY DR., BLDG. B
Friendswood, Texas 77546
United States

Paul Judson, Production Manager
paul.judson@dswhomes.com
4097443400

502 20TH Street
Galveston, Texas 77550
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236116**	**New Multifamily Housing Construction (Except For-Sale Builders)**
	236115	**New Single-Family Housing Construction (Except For-Sale Builders)**

236117	**New Housing For-Sale Builders**
236118	**Residential Remodelers**
236220	**Commercial And Institutional Building Construction**
238130	**Framing Contractors**
238160	**Roofing Contractors**
238170	**Siding Contractors**
238220	**Plumbing, Heating, And Air-Conditioning Contractors**
238310	**Drywall And Insulation Contractors**
238320	**Painting And Wall Covering Contractors**
238330	**Flooring Contractors**
238340	**Tile And Terrazzo Contractors**
238350	**Finish Carpentry Contractors**
238990	**All Other Specialty Trade Contractors**
541219	**Other Accounting Services**
561730	**Landscaping Services**
561790	**Other Services To Buildings And Dwellings**
562910	**Remediation Services**
562998	**All Other Miscellaneous Waste Management Services**
611210	**Junior Colleges**
623990	**Other Residential Care Facilities**
624190	**Other Individual And Family Services**
624210	**Community Food Services**
624221	**Temporary Shelters**
624229	**Other Community Housing Services**
624230	**Emergency And Other Relief Services**
722310	**Food Service Contractors**
811412	**Appliance Repair And Maintenance**
811490	**Other Personal And Household Goods Repair And Maintenance**
812990	**All Other Personal Services**
814110	**Private Households**

Product and Service Codes

PSC	PSC Name
4510	**Plumbing Fixtures And Accessories**
5650	**Roofing And Siding Materials**
C1FA	**Architect And Engineering- Construction: Family Housing Facilities**
J045	**Maintenance, Repair, And Rebuilding Of Equipment- Plumbing, Heating, And Waste Disposal Equipment**
N045	**Installation Of Equipment- Plumbing, Heating, And Waste Disposal Equipment**
Y1AA	**Construction Of Office Buildings**
Y1AB	**Construction Of Conference Space And Facilities**
Y1AZ	**Construction Of Other Administrative Facilities And Service Buildings**
Y1FA	**Construction Of Family Housing Facilities**

Y1FZ	**Construction Of Other Residential Buildings**
Y1JZ	**Construction Of Miscellaneous Buildings**
Y1LB	**Construction Of Highways, Roads, Streets, Bridges, And Railways**
Y1PA	**Construction Of Recreation Facilities (Non-Building)**
Y1PC	**Construction Of Unimproved Real Property (Land)**
Z1EZ	**Maintenance Of Other Industrial Buildings**
Z1FA	**Maintenance Of Family Housing Facilities**
Z1FC	**Maintenance Of Troop Housing Facilities**
Z1FZ	**Maintenance Of Other Residential Buildings**
Z1HA	**Maintenance Of Government-Owned Contractor-Operated (Goco) R&D Facilities**
Z1HB	**Maintenance Of Government-Owned Government-Operated (Gogo) R&D Facilities**
Z1HC	**Maintenance Of Government-Owned Contractor-Operated (Goco) Environmental Laboratories**
Z1HZ	**Maintenance Of Government-Owned Government-Operated (Gogo) Environmental Laboratories**
Z1JZ	**Maintenance Of Miscellaneous Buildings**
Z200	**Repair Or Alteration Of Structures And Facilities**
Z2AA	**Repair Or Alteration Of Office Buildings**
Z2AZ	**Repair Or Alteration Of Other Administrative Facilities And Service Buildings**
Z2FA	**Repair Or Alteration Of Family Housing Facilities**
Z2FC	**Repair Or Alteration Of Troop Housing Facilities**
Z2FZ	**Repair Or Alteration Of Other Residential Buildings**
Z2GZ	**Repair Or Alteration Of Other Warehouse Buildings**
Z2HA	**Repair Or Alteration Of Government-Owned Contractor-Operated (Goco) R&D Facilities**
Z2HB	**Repair Or Alteration Of Government-Owned Government-Operated (Gogo) R&D Facilities**
Z2HC	**Repair Or Alteration Of Government-Owned Contractor-Operated (Goco) Environmental Laboratories**
Z2HZ	**Repair Or Alteration Of Government-Owned Government-Operated (Gogo) Environmental Laboratories**
Z2JZ	**Repair Or Alteration Of Miscellaneous Buildings**
Z2PZ	**Repair Or Alteration Of Other Non-Building Facilities**
Z2QA	**Repair Or Alteration Of Restoration Of Real Property (Public Or Private)**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$113,600,000.00

Number of Employees (in accordance with 13 CFR 121)
92

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

From: Thaddaeus Riggins
To: Kandice Pitchford; Titilayo Smith
Subject: Re: Bids
Date: Thursday, February 22, 2024 3:16:44 PM
Attachments: Outlook-2ctlf3ll.png
Outlook-fmyxkhfy.png
Outlook-we0az5ki.png
Outlook-i3b2jxhr.png
Outlook-h41fr0mu.png

****EXTERNAL EMAIL****

Hi Ms. Pitchford and Ms. Smith,

At this time, I will not participate in the bidding process due to the obligation to start the jobs with my own funds. Currently, I need to wait and prepare my line of credit for this type of work process. I'm grateful for the opportunity that was given to me to bid and hopefully I will be able to participate in the future.

Best regards,
Thaddaeus Riggins
A I Legacy LLC

On Thu, Feb 22, 2024 at 2:32 PM Kandice Pitchford <kpritchford@texascitytx.gov> wrote:

> Hello, were you able to get your bid packet turned in to the Purchasing Department? I was looking on Neighborly and did not see the bid packet.
>
> Best,
>
> *Kandice Pitchford*
>
> Texas City EST. 1911
>
> **Kandice Pitchford (She/Her)**
> Administrative Assistant, Community Development
> & Grants Administration
> Community Development Dept.
> **City of Texas City**
> City Hall Annex
> 928 5th Avenue North
> Texas City, TX 77590
> Office: (409) 643-5730
> www.texascitytx.gov
>
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Case	30946: Miranda, Patricia
Work Write Up	116: Housing Reconstruction_30946
Bid Open	1/23/2024
Bid Close	2/13/2024

Id	Spec Id	Category	Location	Item	Cost Estimate	222: DALE CONSTRUCTION AND RENOVATION [450]	249: DSW Homes, LLC [465]	247: Arkitektura Development Inc. [494]	258: A I Legacy LLC. [500]
1	1.00250	General Requirements	Unassigned	PERMITS AND LICENSES	$ -	$ -	$ -	$ 3,067.46	$ 1,500.00
2	1.00500	General Requirements	Unassigned	CODE COMPLIANCE	$ -	$ -	$ -	$ 9,202.38	$ 15,000.00
3	1.02000	General Requirements	Unassigned	WORKMANSHIP & MATERIAL STANDARDS	$ -	$ -	$ -	$ 6,134.92	$ 7,500.00
4	1.02500	General Requirements	Unassigned	SCHEDULING WORK	$ -	$ -	$ -	$ 12,269.84	$ 1,775.00
5	1.02750	General Requirements	Unassigned	COMPLIANCE INSPECTIONS	$ -	$ -	$ -	$ 3,067.46	$ 1,775.00
6	1.05000	General Requirements	Unassigned	GENERAL CLEAN-UP	$ -	$ -	$ -	$ 3,067.46	$ 1,500.00
7	0	Dry-In.	Unassigned	Dry In	$ 41,468.00	$ 41,468.00	$ -	$ 30,674.60	$ 54,700.00
8	0	Rough-In of electrical, plumbing and HVAC.	Unassigned	Rough in of electrical, plumbing and H.V.A.C.	$ 41,468.00	$ 41,468.00	$ -	$ 79,753.96	$ 47,500.00
9	0	Insulation and cover up of interior and exterior work.	Unassigned	Insulation and cover up of the interior and exterior walls.	$ 41,468.00	$ 41,468.00	$ -	$ 73,619.04	$ 15,500.00
10	0	Top-out of plumbing electrical HVAC, painting and flooring.	Unassigned	Top-out of the plumbing, electrical and H.V.A.C.	$ 41,468.00	$ 41,468.00	$ -	$ 55,214.28	$ 33,000.00
11	0	Doors, trim, installation of furnishings, landscaping and punch list work.	Unassigned	Installation of the appliances, Land scaping and punch list	$ 41,468.00	$ 41,468.00	$ -	$ 30,674.60	$ 22,000.00
				Supplemental	$ -	$ -	$ 201,371.00	$ -	$ -
					$ 207,340.00	$ 207,340.00	$ 201,371.00	$ 306,746.00	$ 201,750.00

Notes

A I Legacy, LLC. withdrew their bid on 2/22/24.

Signature

CITY COMMISSION REGULAR MTG **(9) (g)**

Meeting Date: 03/06/2024

Authorization to Submit Grant Application to the TX GLO for Hazard Mitigation Plan Update Funding

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Consider and approve submission of an application to the TX General Land Office for funding in the amount of $100,000 by the Mayor's Office of Grants Administration for the contracting of a consulting firm to complete the development of the 2025 Texas City Hazard Mitigation Plan Update.

BACKGROUND (Brief Summary)

"Under the Federal Disaster Mitigation Act of 2000 (DMA 2000 or "the Act"), Texas City (City) is required to have a Federal Emergency Management Agency ("FEMA") - approved Local Hazard Mitigation Plan ("the Plan") in order to be eligible for certain pre- and post-disaster mitigation funds. Adoption of this Plan by the City and approval by FEMA will serve the dual objectives of providing direction and guidance on implementing hazard mitigation in the City, and qualify the City to obtain federal assistance for hazard mitigation. Solely to help achieve these objectives, the Plan attempts to systematically identify and address hazards that can affect the City. Nothing in this Plan is intended to be an admission, either expressed or implied, by or on behalf of the City, of any City obligation, responsibility, duty, fault or liability for any particular hazard or hazardous condition, and no such City obligation, responsibility, duty, fault or liability should be inferred or implied from the Plan, except where expressly stated."

The current Texas City Multi-Hazard Mitigation Plan was adopted on March 19, 2019 and expires on May 31, 2025. Prior to the current plan, the City of Texas City had not participated in previous mitigation planning efforts. Having a complete and current plan allows the City to be prepared for disasters as opposed to just responding to disasters. Once the new plan is adopted, the Emergency Management Coordinator will lead the plan update and implementation process at the direction of the Mayor with participation from the Directors of Public Works, Municipal Services, Community Development & Grants Administration, Finance, Management Services, and Transportation and Planning.

The Grants Administration Office worked with the Emergency Management Team to do due diligence regarding cost estimates for this project. Based on the size of our municipality, proximity to the coast, and the amount of industry activity it was determined that $100,000 would be a reasonble cost.

RECOMMENDATION

It is the recommendation of the Mayor and the Director of Community Development & Grants Administration that the City Commission approve the submission of this application for grant funding.

Fiscal Impact

Funds Available Y/N:

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

If awarded, the City would receive up to $100,000 for the procurement of a consulting firm to coordinate the plan update.

Attachments

2019 Hazard Mitigation Plan

2019 Adoption Resolution

Texas City Multi-Hazard Mitigation Plan

2019

"Under the Federal Disaster Mitigation Act of 2000 (DMA 2000 or "the Act"), Texas City (City) is required to have a Federal Emergency Management Agency ("FEMA") - approved Local Hazard Mitigation Plan ("the Plan") in order to be eligible for certain pre- and post-disaster mitigation funds. Adoption of this Plan by the City and approval by FEMA will serve the dual objectives of providing direction and guidance on implementing hazard mitigation in the City, and qualify the City to obtain federal assistance for hazard mitigation. Solely to help achieve these objectives, the Plan attempts to systematically identify and address hazards that can affect the City. Nothing in this Plan is intended to be an admission, either expressed or implied, by or on behalf of the City, of any City obligation, responsibility, duty, fault or liability for any particular hazard or hazardous condition, and no such City obligation, responsibility, duty, fault or liability should be inferred or implied from the Plan, except where expressly stated."

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1.0 Introduction and Background

1.1 Participating Jurisdictions

The City of Texas City has prepared a single-jurisdiction Multi-Hazard Mitigation Plan.

1.2 Hazard Mitigation Plan History

Texas City has not participated in previous mitigation planning efforts.

Texas City will address the following natural hazards: Hurricane / Tropical Storm, Flood, Extreme Heat, Tornado, Windstorm, Hailstorm, Lightning, Severe Winter Weather, Drought, Wildland Fire, Expansive Soils, and Dam and Levee Failure.

Omission Statement

The local planning team determined that coastal erosion, earthquake, and land subsidence have had limited, if any, previous impact in Texas City. Those hazards' likely impacts during the planning period have been determined to be negligible, and they are unlikely to need mitigation during the planning period.

Although some areas within Galveston County are vulnerable to coastal erosion, Texas City's vulnerability to that hazard is limited by the city's extensive levy system, so it won't be addressing that hazard.

Similarly, Texas City's vulnerability to land subsidence is minimal because the jurisdiction relies on surface water, rather than ground water. Ground water usage is the primary cause of land subsidence in the greater Houston-Galveston metropolitan area.

2.0 Planning Process

Texas City's Multi-Hazard Mitigation Plan is a single jurisdiction plan. Planning team members represented the following offices and departments:

Table 1: Local Planning Team Representatives

Title	Department
Emergency Management Coordinator	Emergency Management
Director	Public Works
Director	Community Development
Executive Director	Management Services
City Engineer	Engineering and Planning

Once the planning team was established, members developed a schedule with specific goals and proposed meeting dates over the planning period.

Hazard mitigation planning team (HMPT) members contributed to the following activities throughout the planning process:

1. Providing technical assistance and necessary data to the HMPT.
2. Scheduling, coordinating, and facilitating community meetings.
3. Providing necessary materials for public planning meetings.
4. Collecting and analyzing data.
5. Developing mitigation goals and implementation strategies.
6. Preparing the first draft of the plan and providing technical writing assistance for review, editing, and formatting.

Each member of the HMPT participated in the following activities associated with development of the plan:

1. Identifying, contacting, coordinating, and implementing input from stakeholders.
2. Attending, conferencing in, or providing meeting support and information for regular HMPT meetings.
3. Identifying hazards and estimating potential losses from future hazard events.
4. Developing and prioritizing mitigation actions to address identified risks.
5. Coordinating public meetings to develop the plan.
6. Identifying community resources available to support planning effort.
7. Submitting proposed plan to all appropriate departments for review and comment, and working with the city to incorporate the resulting comments into the proposed plan.

Table 2: Plan Schedule

Tasks	Proposed Timeline						
	December	January	February	March	April	May	June
Organize Resources and Identify Planning Team							
Create Outreach Strategy							
Review Community Capabilities							
Conduct Risk Assessment							
Identify Mitigation Goals and Actions							
Develop Action Plan for Implementation							
Identify Plan Maintenance Procedures							
Review Final Draft							
Submit Plan to State and FEMA							
Adopt Plan							3/20/19

Meetings							
Local Contact							
Planning Team							
Public Outreach							
Stakeholder Outreach							

2.1 Existing Plans, Reports, and Technical Information Sources

Each planning team member worked to collect and provide the input and information necessary to develop the hazard mitigation strategy. Research was coordinated and conducted by local planning team members. The local planning team reviewed the following documents during the planning process:

Table 3: Planning Team Data Sources

Data Source	Data Incorporation	Purpose
City of Texas City Flood Damage Prevention Ordinance	Flood damage prevention building requirements	Identifying building requirements and restrictions for structures in the floodplain
City of Texas City Building Regulations; Construction Ordinance	Housing standards requirements and restrictions	Identifying existing basic minimum housing standards and potential opportunities to further reduce vulnerability
City of Texas City Subdivision Ordinance	Subdivision requirements and restrictions	Identifying development restrictions to limit future hazard exposure
City of Texas City Vision 2020 Comprehensive Plan	Desired development types and locations	Identifying existing goals and desired outcomes that are relevant to or may be complemented by mitigation actions
City of Texas City Water Conservation and Drought Contingency Plan	Drought Stages and water restrictions	Review the measures already being taken to address the drought hazard and opportunities for additional measures
City of Texas City Zoning Ordinance	Zoning requirements and restrictions	Identifying zone locations and restrictions to limit future hazard exposure
Federal Emergency Management Agency (FEMA) Special Flood Hazard Areas	Flood zone maps	GIS mapping of flood zones
Galveston County Multi-Jurisdictional Hazard Mitigation Plan	County-wide planning approach, hazards addressed, and mitigation actions	County-wide planning team representatives and stakeholders, plan maintenance, hazard histories, and mitigation actions
National Centers for Environmental Information (NCEI)	Hazard occurrences	Previous event occurrences, damage dollars, and mapping for all hazards
National Flood Insurance Program	NFIP Policy and Loss Data	Identifying NFIP policies in force, paid losses, and repetitive and severe repetitive loss property data.
National Inventory of Dams	Dam information	High-hazard dam list
State of Texas Hazard Mitigation Plan 2013 Update	Hazard Descriptions	Official descriptions of hazards and their potential impacts

Texas Forest Service-Texas Wildfire Risk Assessment Summary Report	Wildfire Threat and Urban Interface	Mapping and wildfire vulnerability data
Texas State Data Center	Population and demographics	Population counts, parcel data, and land use data
United States Census Data	Population and demographics	Population counts, Average Household Income, Average Household Size

Additional information sources included: USDA Census of Agriculture, United States Geological Survey, Vaisala, and specific details about previous natural hazard events from planning team participants. Sources are noted throughout the document. Report titles and links to the most recently accessed websites hosting the related information are also noted, where appropriate.

Area stakeholders contacted to participate in the planning process included the following offices and departments within neighboring jurisdictions. In many cases of non-participation, the title listed is reflective of the office the planning team tried to contact:

Table 4: Local Stakeholders Contacted

Stakeholder	Title	Participated
Bayou Vista	Police Chief	N
Clear Lake Shores	Emergency Management Coordinator	N
Galveston County	Emergency Management Coordinator	N
Friendswood	Emergency Management Coordinator	N
Hitchcock	Emergency Management Coordinator	N
Jamaica Beach	Emergency Management Coordinator	N
Kemah	Emergency Management Coordinator	N
La Marque	Emergency Management Coordinator	N
League City	Emergency Management Coordinator	N
Santa Fe	Emergency Management Coordinator	N
Tiki Island	Emergency Management Coordinator	N

Area stakeholders were contacted by phone and email. In an effort to increase participation, each stakeholder was contacted at least twice. Area stakeholders who chose to participate provided important supplemental input and information that helped shape mitigation strategies for each hazard, in particular by making the planning team aware of hazard areas that had not been previously identified.

2.2 Project Meetings

The planning team met in December 2017 to come up with a plan to produce an annex to the Galveston County plan on an accelerated timeline. Planning team members primarily communicated by phone and email throughout the planning process.

During the December meeting, the planning team decided which hazards needed to be addressed in the mitigation plan and which were not relevant. To make these decisions, the planning team reviewed NCEI data, as well as the Galveston County plan, to identify previous occurrences of each hazard, associated deaths and injuries, and total dollar damages. Texas City's Emergency Manager provided additional knowledge and input to help the planning team's decision making process.

The team agreed to use the collected hazard data and the Galveston County plan as the foundation for Texas City's hazard risk assessment.

At the end of the meeting, planning team members agreed to compile relevant data, including city ordinances, and identify critical facilities and local stakeholders, and produce any required maps.

To facilitate an expedited process, planning team members agreed that email and phone calls would allow the process to move forward at the quickest possible pace, rather than try to schedule additional meetings.

2.3 Public Input

In an effort to provide an open process and collect any missing information related to hazard history, vulnerability, and impact, members of the public were given two weeklong opportunities to review and provide input on the in-progress plan draft.

Texas City posted copies of the plan draft in the local library and announced the public review and comment period on its website and through its social media accounts. The first draft was posted on Monday, June 4, 2018. The second draft was posted on Monday June 18, 2018.

Texas City did not receive any comments or input.

2.4 Plan Maintenance Procedures

Texas City will implement the strategies outlined within this plan and update and maintain the plan according to the guidelines below. Texas City will use the plan's goals, as well as continued analysis of hazard risks and capabilities, to weigh the available resources against the costs and benefits for each mitigation action. Texas City understands the value of this plan and its positive impact on mitigating hazards, and it intends to continue updating this plan and implementing the plan's strategies.

The methods of keeping this plan current are monitoring, evaluating and updating the plan. FEMA defines these the following way[1]

Monitoring: Tracking the implementation of the plan over time.

Evaluating: Assessing the effectiveness of the plan at achieving its stated purpose and goals.

Updating: Reviewing and revising the plan at least once every five years.

Incorporation

Texas City will be responsible for further development and/or implementation of its mitigation action plan. This process will be overseen by the City of Texas City Emergency Manager. The following describes the process by which the City will incorporate elements of the mitigation plan.

Process of Incorporation

Once the plan is adopted, Texas City will implement actions based on priority and the availability of funding. The City of Texas City already implements policies and programs to reduce losses to life and property from hazards as described in the Capability Assessment found in Section 16. The mitigation actions developed for this plan build upon that effort and will be implemented through other program mechanisms where possible.

Texas City will integrate implementation of its mitigation actions with other existing plans including those outlined in Table 3 above, as well as any future plans. They City will also participate in local and statewide studies, workshops, and committees that address hazards prone to affect Galveston County, to ensure mitigation concepts are included where applicable, and to increase awareness and further reduce or eliminate future impacts from hazards. Texas City's Emergency Manager will provide a copy of this plan to the local Mayor and/or applicable officials and assist in identifying key

[1] Local Mitigation Planning Handbook, FEMA March 2013.p.7-1

elements from this plan for incorporation into the plan updates, development/update of regulations and ordinances, and annual budgets.

Texas City will review its existing plans noted in Table 3 above in light of its mitigation plan, and it will incorporate any mitigation policies and actions into these plans, as appropriate. The City will ensure the actions in the mitigation plan are reflected in other planning efforts and advance mitigation strategies in Texas City.

Upon formal adoption of the updated plan, the Emergency Manager will coordinate with officials (Mayor and appropriate department heads) to integrate the updated hazard mitigation strategies into existing plans as indicated in Table 5 below.

Table 5: Process of Incorporation by Planning Mechanism

Planning Mechanism	Plan Incorporation
Grant Applications	The Emergency Manager will consult the plan whenever FEMA mitigation grant funding is sought for mitigation projects. If a project is not in the plan, an amendment may be necessary to include the action in the plan. There is no specific timeline for applying for grants. The Emergency Manager will inform the Mayor and/or applicable officials about upcoming funding opportunities to assess priorities and determine whether or not an application is feasible and/or desired.
Annual Budget Review	The City of Texas City will review the plan and mitigation actions therein when conducting its annual budget review with the Mayor and/or applicable officials. Allowances will be made in accordance with grant applications sought or mitigation actions that will be undertaken according to the implementation schedule of the specific action.

Regulatory Plans	The City of Texas City has various regulatory plans in place. Texas City will consult the mitigation plan when it reviews or revises its current regulatory planning mechanisms, and/or when it develops regulatory plans that are not currently in place. These regulatory plans should be reviewed annually by the Emergency Manager to ensure provisions are made to incorporate procedures for hazards of concern. The Emergency Manager will coordinate reviews of the regulatory plans with the Mayor and/or applicable officials.
Comprehensive Plans	Texas City has developed multiple comprehensive plans over the last 25 years. Comprehensive plans involve developing a unified vision for a community. Texas City's mitigation vision and goals will be informed by the City's comprehensive plan, as well as by revisions to the existing plan or the development of a new one. Texas City's comprehensive plan(s) will be reviewed every five years in conjunction with this plan.
Floodplain Management Plans	Floodplain management plans include preventative and corrective actions to address the flood hazard. Texas City developed mitigation actions to address vulnerabilities to inland and coastal flooding. Therefore the actions for flooding, and information found in Section 5 of this plan discussing the people and property at risk to flood, will be reviewed and/or revised when Texas City updates its Flood Damage Prevention Ordinance or develops a new one. The Emergency Manager will coordinate the review of the ordinance with the appropriate local officials to determine if an update is warranted. The flood damage prevention ordinance should be reviewed every five years in conjunction with the hazard mitigation plan update.

Monitoring

The City of Texas City's Emergency Manager is responsible for ensuring the plan is monitored for effectiveness. When necessary, the Emergency Manager will collect information to update the plan. The Emergency Manager is responsible for the plan's general upkeep and oversight as it relates to compliance with the hazard mitigation grant program requirements, all files, and necessary documentation, as well as conducting routine plan reviews. The City of Texas City's Emergency Manager will be responsible for coordinating the administrative decisions and plan integration with future planning initiatives with the appropriate local officials.

Texas City will independently implement its own jurisdiction-specific mitigation actions. Each mitigation action in this plan is prioritized and assigned to a specific department for implementation when opportunities and funding become available. Estimated timelines are given for each mitigation action where appropriate.

The role of the Emergency Manager includes the following tasks:

Schedule, at a minimum, a biannual meeting with the planning team;

Develop meeting agendas;

Invite other agencies/departments to participate in meetings;

Schedule post-disaster event meetings with the planning team for federally and/or state-declared disasters if significant damage was sustained or the hazard disclosed vulnerabilities within the planning area that need to be addressed;

Coordinate updates to the public when applicable (this may include but is not limited to plan amendments, completion of mitigation actions, notification of programs available to the public for mitigation, etc.).

During annual meetings, the planning team will address any issues that may have occurred since the last plan update, assess events impacting the planning area to determine if changes in the plan are required, and complete the evaluation and project implementation worksheets for documentation purposes.

If significant changes, updates, or amendments to the plan are suggested by the planning team, they will inform TDEM's Mitigation Section to determine the appropriate action that should be taken.

Evaluation

The Emergency Manager and the members of the planning team will use a Plan Evaluation Checklist provided to evaluate this plan and make recommendations for future plan updates and enhancements. The worksheet will be completed annually.

The Plan Evaluation Checklist includes the following components:

Evaluate the goals and objectives ensuring they address current and expected conditions;

Determine any changes in the nature or magnitude of risks identified in the plan;

Evaluate current resources for adequacy in implementing the plan;

Document any implementation problems with other agencies, including technical, political, legal or coordination issues;

Evaluate the effectiveness of the planning team;

Evaluate the effectiveness of local capabilities.

Updating

At any time, minor technical changes may be made to the plan to keep it updated. However, any material changes to the mitigation actions or major changes in the overall direction of the plan or the policies contained within it must undergo an open public process. The City of Texas City will seek public input on any material change to the plan during a formal review and comment period.

At the end of the comment period, the proposed amendment and all comments will be forwarded to the local planning team. If no comments are received within the specified review period, this will also be noted. The planning team will then review the proposed amendment and comments received and vote to accept, reject, or amend the proposed change. Upon ratification, the amendment will be transmitted to TDEM.

In determining whether to recommend approval or denial of a plan amendment request, the following factors will be considered:

Errors or omissions made in the identification of issues or needs during the preparation of the plan;

New issues or needs that were not adequately addressed in the plan; and

Changes in information, data, or assumptions from those on which the plan was based.

Five Year Review

The plan will be thoroughly reviewed by the local planning team every five years to determine whether there have been any significant changes in the area that may necessitate changes in the types of mitigation actions proposed.

As with the development of this plan, Texas City's Emergency Manager will oversee the review process.

New development in identified hazard areas, an increased exposure to hazards, disaster declarations, the increase or decrease in capability to address hazards, and changes in federal or state legislation are examples of factors that may affect the content of the updated plan.

The plan review provides Texas City with an opportunity to evaluate which actions have been successful and to explore documenting potential losses avoided due to the implementation of specific mitigation measures. The plan review also provides the opportunity to address mitigation actions that may not have been successfully implemented as assigned.

Following the five-year review, any revisions deemed necessary will be summarized and utilized according to the reporting procedures and plan amendment process outlined herein. Upon completion of the review and update/amendment process, the revised plan will be submitted to TDEM for final review and approval in coordination with FEMA.

2.5 Continued Public Involvement

Input from the public will be essential as the plan grows and changes. As noted above, a significant change to this plan will require opportunities for the public to make its views known. Recommendations for continued public involvement are also included as mitigation actions for public education and awareness campaigns.

Copies of the mitigation plan also will be kept for public review at City Hall.

Further, if necessary, the City can designate voluntary citizens or willing members of the private sectors as members of the Planning Team as well as utilize local media to notify the public of any maintenance or periodic review activities taking place.

3.0 Determining Risk

3.1 Risk Assessment

Throughout the plan, each hazard addressed will be considered in light of its history, likelihood of future events, extent, jurisdictional vulnerability, location and impact.

Likelihood of Future Events is measured based on a hazard's expected frequency of occurrence in light of its previous frequency. Each hazard's likelihood of future events will be considered using the following standardized parameters:

- **Highly likely** – event probable in the next year
- **Likely** – event probable in the next three years
- **Occasional** – event possible in the next five years
- **Unlikely** – event possible in the next 10 years

Given this plan's five-year duration, hazards likely to occur during that period will be given priority when selecting and prioritizing mitigation actions.

3.2 Distribution of Property by Parcel Count and Potential Damage Values

Table 6: Parcel County and Estimated Potential Damage Value in Texas City

Jurisdiction	Parcel Count	Estimated Potential Damage Value
City of Texas City	20,330	$4,286,398,656[2]

3.3 Distribution of Vulnerable Populations

The planning team identified a set of indicators it could use to identify each jurisdiction's vulnerable population. The indicators include demographic data like age and income, as well as geographic data including the location of low income or subsidized housing units, concentrations of manufactured and mobile homes, and concentrations of homes in substandard condition.

[2] Galveston County 2015 CAD Data

Age and Income

The populations of each jurisdiction were broken down into three categories: young residents, elderly residents, and low income residents. Residents falling into these categories were deemed most likely to suffer disproportionate losses due to natural hazards because of their potentially limited means to prepare for and recover from a hazard event.

Table 7: Vulnerable Populations in Texas City

Jurisdiction	Estimated Vulnerable Population Totals		
	Young[3]	Elderly[4]	Extremely Low Income (≤ $25,000 Annually)[5]
City of Texas City	9,811	5,796	12,780

In addition to identifying vulnerable population categories, the planning team worked to identify specific locations that are likely home to high concentrations of vulnerable residents.

[3] Table S1401, 2012-2016 ACS, nursery school through high school totals, unless otherwise noted.
[4] Table DP-1, 2010 Census, used to estimate current 65+ population
[5] https://www.huduser.gov/portal/datasets/il/il2017/2017summary.odn - Family of 4 income ≤ $24,600 – For clarity and approximate alignment with ACS data rounded to nearest $1,000. Household size selected as best approximation of average household size throughout Galveston County.
Households per jurisdiction from Table S1901, 2012-2016 ACS. Average household size from Table B25010, 2012-2016 ACS – City of Texas City 2.75.

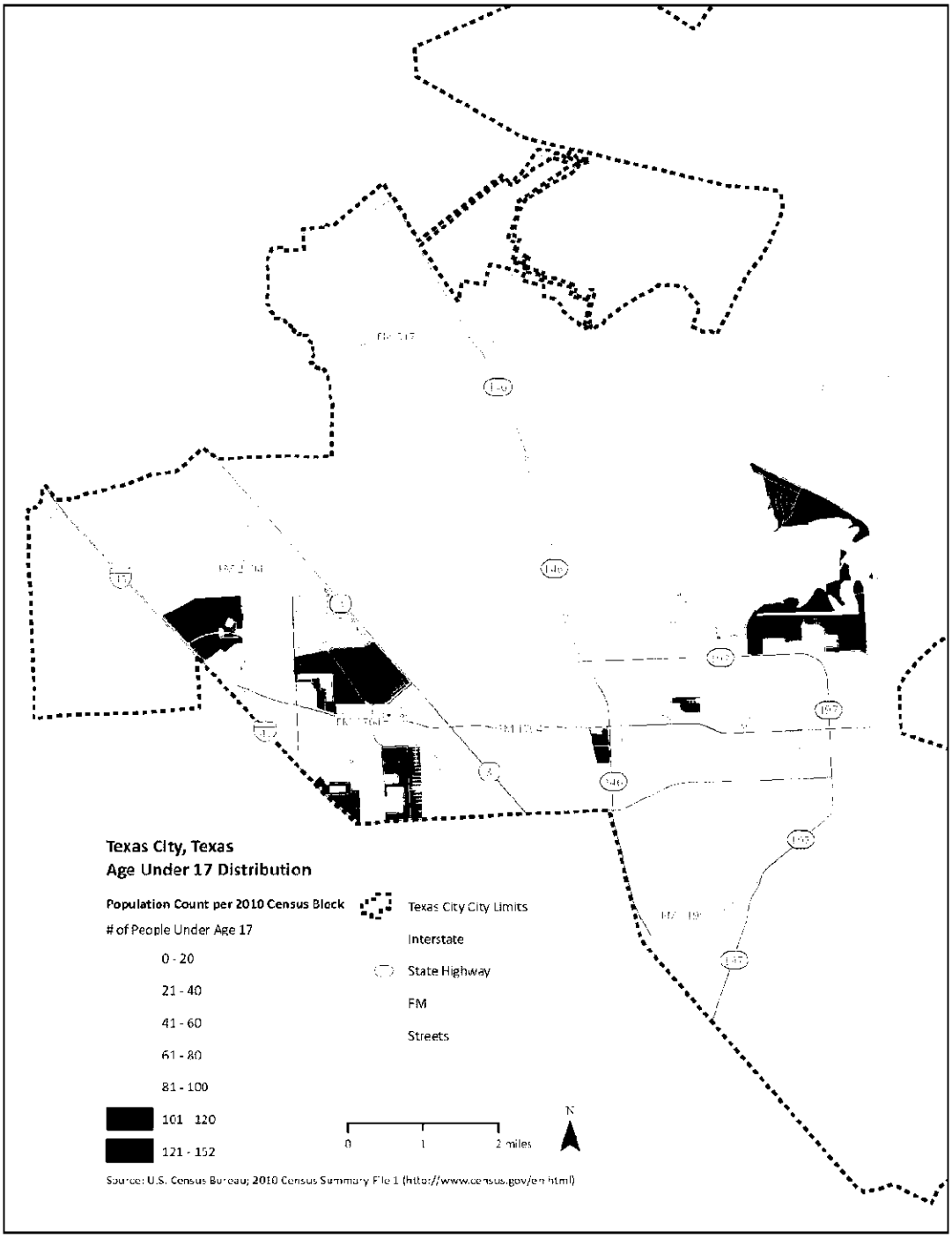


Figure 1: City of Texas City Age Distribution by Census Blockgroup, Under 17

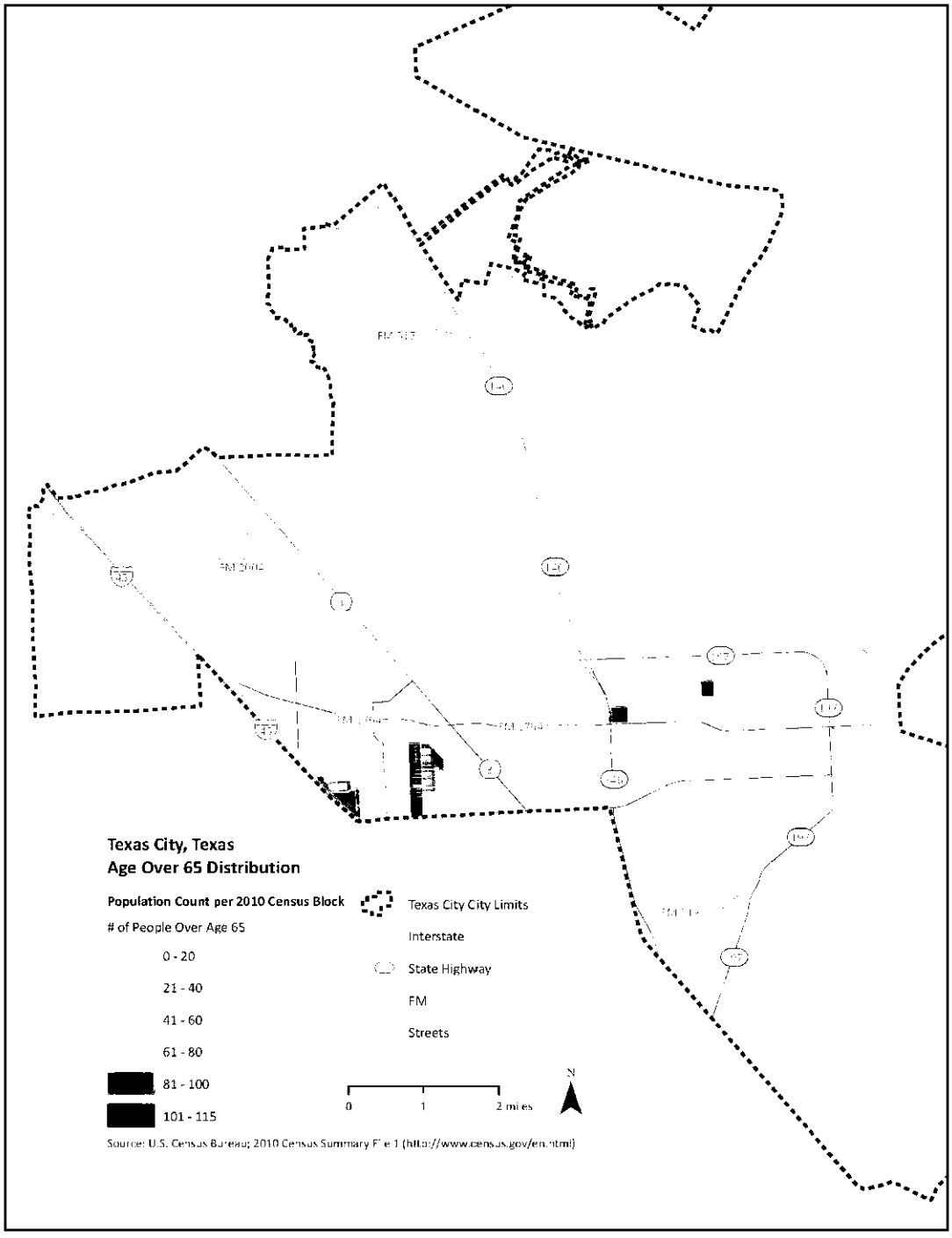


Figure 2: City of Texas City Age Distribution by Census Block Group, 65+

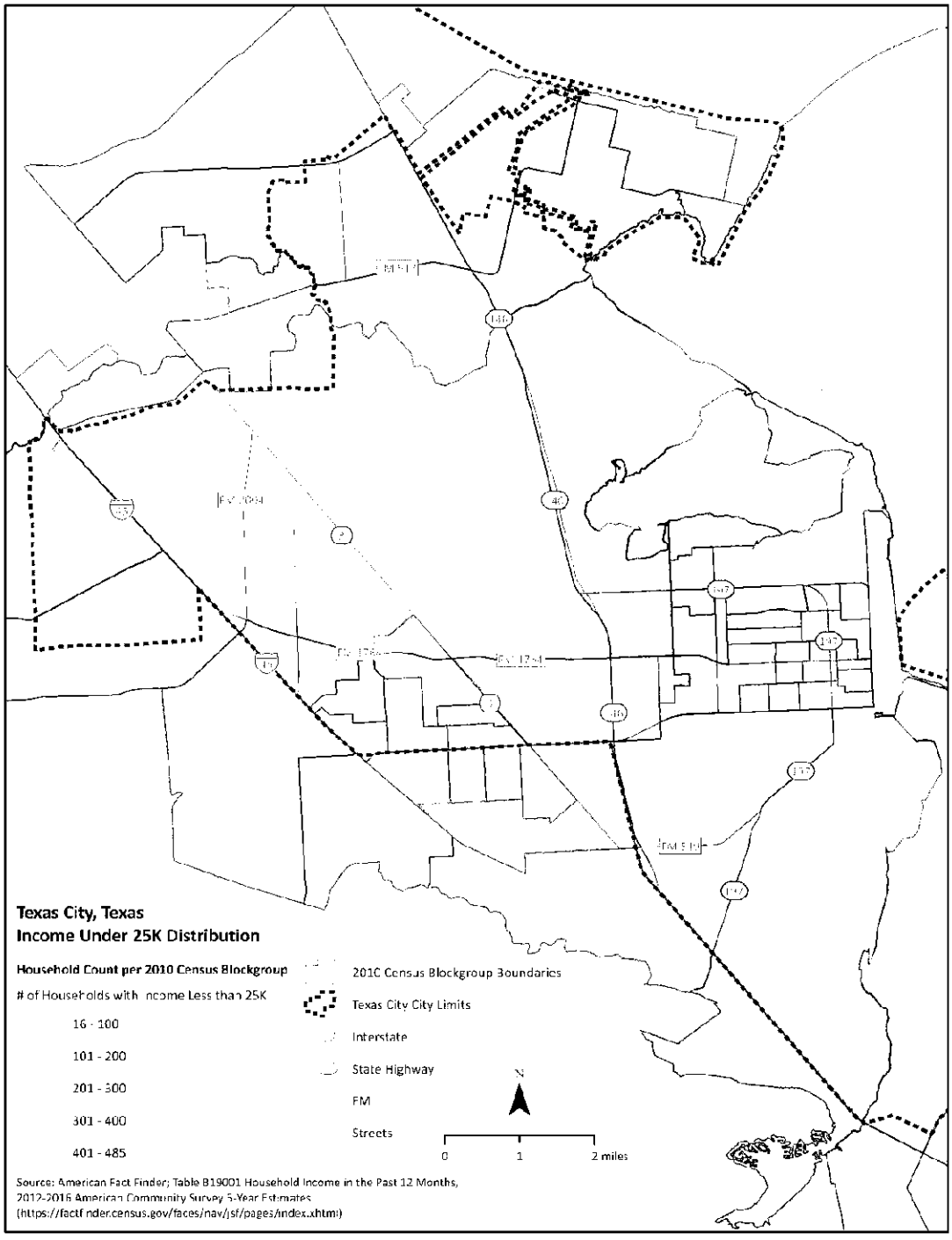


Figure 3: City of Texas City Low Income Household Distribution by Census Blockgroup

Low Income and Subsidized Housing

Residents of low-income housing and/or subsidized housing facilities are expected to suffer disproportionate losses due to natural hazards because of their potentially limited means to prepare for and recover from a hazard event.

The Texas City Housing Authority is the primary purveyor of low income and subsidized housing in the City of Texas City.

There are seven low income housing apartment complexes in the City. These complexes contain 918 affordable apartments. Roughly 175 units have rent based on income. Of those, 74 are public housing units operated directly by the Texas City Housing Authority.

An additional roughly 800 apartments aren't subsidized but are considered affordable for low income families.

Affordable apartment complexes include:

- Colonial Park Apartments
- Green Meadows Apartments
- Heritage Square Apartments
- Mansion at Moses Lake
- The Oaks at Blue Jay Drive

Housing Type and Condition

Texas City used housing type and housing conditions to identify additional vulnerable areas and concentrations of vulnerable residents.

A. Manufactured / Mobile Homes

In particular, Texas City identified areas with concentrations of mobile/manufactured housing as being disproportionately vulnerable to certain hazards including but not limited to: hurricanes and tropical storms, floods, tornados, droughts, and windstorms.

Mobile and manufactured homes can be found throughout Texas City. There are at least three mobile home communities in the City of Texas City:

- Coastal Housing Company Mobile Home Park
- Holiday Mobile Home Park
- Sunset Harbor Mobile Home Park.

Each contains between 15 and 60 manufactured and/or mobile homes. Recreational vehicles may also be present at each.

B. Homes in Substandard Condition

Texas City determined that homes in sub-standard condition, regardless of structure type, may indicate that residents are low-income or otherwise means-limited and thus more vulnerable to certain hazards.

To be considered standard condition, a home must show few or no minor visible exterior defects such as:

- cracked, peeling, or missing paint
- cracked, sagging, rotting, or missing siding, steps, porch planks, or other wooden surfaces
- cracked or broken window panes
- cracked masonry, brick, or mortar surfaces
- missing or damaged roof shingles
- small rust spots on mobile homes

The home must generally meet building codes, and there can't be any detriment to health and safety present.

Structures in sub-standard condition may provide less protection to residents during certain hazard events like tropical storms, tornados, or hurricanes. Furthermore, because they're already in a state of disrepair, additional damages due to hazard events may compound existing ones and potentially make these homes uninhabitable.

4.0 Hurricane/Tropical Storm

4.1 Description

Hurricanes, coastal storms and the associated wind and storm surge cause the most severe, common and geographically extensive impact on the Texas City planning area of any natural hazard.

Hurricanes and tropical storms are naturally occurring events that produce damaging high winds, generate dangerous storm surge flooding, cause pounding storm surf, spawn tornados, and produce torrential rainfall that can cause inland flooding.

On a recurring basis, hurricanes are the strongest natural hazard threat to human life and property. Tropical storms and hurricanes threaten the Texas City planning area with high winds, rain, and storm surge. Texas City participates with local media in educating the public about the dangers of hurricanes. Due to the size of hurricanes and tropical storms, the entire planning area can be impacted by these storms.

The Atlantic hurricane season begins June 1 and ends November 30, but hurricanes have developed outside of the designated season.

The following terms are used to describe tropical storms / hurricanes:

Tropical Wave: A trough or cyclonic curvature maximum in the trade-wind easterlies. The wave may reach maximum amplitude in the lower middle troposphere.

Tropical Depression: A tropical cyclone with maximum sustained surface wind speeds (using the U.S. 1-minute average) of 33 kts (38 mph or 62 km/hr) or less.

Tropical Storm: A tropical cyclone with maximum sustained surface wind speed (using the U.S. 1-minute average) ranges from 34 kts (39 mph or 63 km/hr) to 63 kts (73 mph or 118 km/hr).

Hurricane: A tropical cyclone with maximum sustained surface winds (using the U.S. 1-minute average) of 64 kts (74 mph or 119 km/hr) or more.

Storm Surge

According to the National Hurricane Center, along the coast, the greatest potential for loss of life related to a hurricane is from storm surge. Low pressure and strong circular winds "pile" the water into a dome shape that can be 50-100 miles wide. The surge travels with the storm and is most severe in the right quadrant of the storm; relative to the direction the storm travels. Surge can be 15 feet deep, topped by waves, and make landfall ahead of the center or "eye" of the hurricane. Wind-driven waves are superimposed on the storm tide. This rise in water level can cause severe flooding in coastal areas, particularly when the storm tide coincides with normal high tides.

Because much of the United States' densely populated Atlantic and Gulf Coast coastlines lie less than 10 feet above mean sea level, the danger from storm tides is tremendous. For example, Hurricane Ike produced storm surges up to 8 feet above the normal tide- level.

Hurricane Wind

Hurricane wind intensity is measured with the Saffir-Simpson Scale based on a 1-5 rating of a sustained wind speed at the time of measurement. This is used to estimate the potential property damage expected along the coast from a hurricane landfall. Hurricanes reaching Category 3 and higher are considered major hurricanes because of potential significant loss of life and damage. Category 1 and 2 storms are still dangerous, however, and require preventative measures. Wind speed is the determining factor in the scale. All winds are described using the U.S. 1-minute average. Previously, storm surge was described by the Saffir-Simpson Scale but is no longer included.

The following excerpt from the National Hurricane Center explains the revised definition of the Saffir-Simpson Hurricane Scale and the separation of storm surge from storm category followed by an explanation of the need to change the new range of wind speeds:

> *Earlier versions of the Saffir-Simpson Hurricane Scale incorporated central pressure and storm surge as components of the categories. The central pressure was used during the 1970s and 1980s as a proxy for the winds as accurate wind speed intensity measurements from aircraft reconnaissance were not routinely available for hurricanes until 1990. Storm surge was also quantified by category in the earliest published versions of the scale dating back to 1972. However, hurricane size (extent of hurricane-force winds), local bathymetry (depth of near-shore waters), topography, the hurricane's forward speed and angle to the coast also affect the surge that is produced. For example, the very large Hurricane Ike (with hurricane force winds extending as much as 125 mi from the center) in 2008 made landfall in Texas as a Category 2 hurricane and had peak storm surge values of about 20 feet. In contrast, tiny Hurricane Charley (with hurricane force winds extending at most 25 mi from*

the center) struck Florida in 2004 as a Category 4 hurricane and produced a peak storm surge of only about 7 feet These storm surge values were substantially outside of the ranges suggested in the original scale. Thus to help reduce public confusion about the impacts associated with the various hurricane categories as well as to provide a more scientifically defensible scale, the storm surge ranges, flooding impact and central pressure statements are removed from the Saffir-Simpson Hurricane Scale and only peak winds are employed in this revised version.

The Saffir-Simpson Hurricane Wind Scale (SSHWS) has undergone a minor modification for 2012 in order to resolve awkwardness associated with conversions among the various units used for wind speed in advisory products. The change broadens the Category 4 wind speed range by one mile per hour (mph) at each end of the range, yielding a new range of 130-156 mph. This change does not alter the category assignments of any storms in the historical record, nor will it change the category assignments for future storms.

4.2 Location

As a coastal community, Texas City is vulnerable to threats directly and indirectly related to a hurricane event, such as high winds, storm surge, and flooding. Beachfront communities face the primary impact of hurricane winds; however hurricanes and their secondary hazards can affect the entire planning area.

Low-lying coastal areas receive the most flooding, and communities along rivers, bays and estuaries, including Texas City, experience flooding earlier. The effects of a hurricane begin to diminish as it moves inland; although no part of the planning area is free of risk. For example, the winds alone from Hurricane Ike covered 120 miles, stretching across all of Texas City and greater Galveston County, and all parts of the planning area were impacted by high winds and flooding. Figure 4 displays the location of hurricane risk by storm category along the Texas Gulf

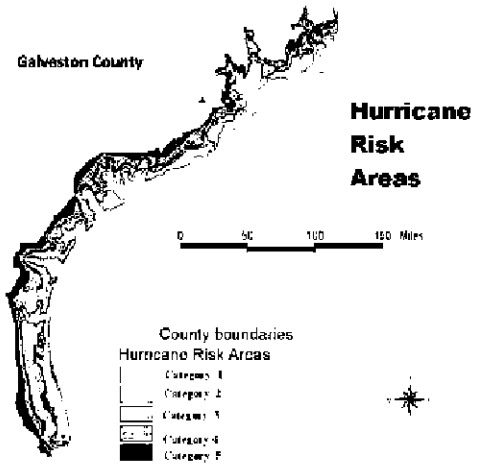


Figure 4: Hurricane Risk Areas

Coast.

4.3 Extent

Hurricanes are categorized according to the strength and intensity of their winds using the Saffir-Simpson Hurricane Scale (See Table 8 on the next page). A Category 1 storm has the lowest wind speeds while a Category 5 hurricane has the highest. This scale only ranks wind speed, but lower category storms can inflict greater damage than higher category storms depending on where they strike, other weather they interact with and how slow they move. As a prime example, Hurricane Ike, which struck Galveston County in 2008 and is discussed herein, was classified as a Category 2 storm, yet was one of the costliest natural disasters in Texas history.[6]

The ingredients for a hurricane include a pre-existing weather disturbance, warm tropical oceans, moisture and relatively light winds aloft. Persistent, favorable conditions can produce violent winds, destructive waves, torrential rains and powerful floods. In an average three-year period, roughly five hurricanes strike the US coastline, killing approximately 50 to 100 people anywhere from Texas to Maine. Of these, two are typically "major" or "intense" hurricanes (a Category 3 or higher storm on the Saffir-Simpson Hurricane Scale).

The Saffir-Simpson Hurricane Scale categorizes hurricane intensity linearly based upon maximum sustained winds, barometric pressure and storm surge potential. Wind, pressure and surge are combined to estimate potential damage. Categories 3, 4 and 5 are classified as “major” hurricanes. Major hurricanes comprise only 20 percent of total tropical cyclone landfalls, but they account for over 70 percent of the damage in the United States. Damage from hurricanes can result from spawned tornados, coastal flooding from storm surge, and inland flooding from heavy rainfall.

[6] FEMA. 2008. Hurricane Ike Impact Report. Department of Homeland Security, Federal Emergency Management Agency, Mitigation Division. Washington, D.C.

Table 8: Saffir-Simpson Hurricane Wind Scale (revised 2012)

Category	Previous Range	New Range	Effects on Land
1	74-95 mph	No change	**Very dangerous winds will produce some damage:** Well-constructed frame homes could have damage to roof, shingles, vinyl siding, and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph	No Change	**Extremely dangerous winds will cause extensive damage:** Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3	111-130 mph	111-129 mph	**Devastating damage will occur:** Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable several days to weeks after the storm passes.
4	131-155 mph	130-156 mph	**Catastrophic damage will occur:** Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5	Greater than 155 mph	Greater than 157 mph	**Catastrophic damage will occur:** A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

Source: National Hurricane Center

Hurricane-force winds can easily destroy poorly constructed buildings and mobile homes. Debris such as signs, roofing material, and small items left outside become extremely hazardous in hurricanes. Extensive damage to trees, towers, water and underground utility lines (from uprooted trees), and fallen poles cause considerable civic disruption.

Future hurricanes and tropical storms that affect Texas City may be as bad as Category 5 on the Saffir- Simpson Scale.

4.4 Historical Occurrences

It is significant to note that the deadliest hurricane disaster in U.S. history, known as "the Galveston Hurricane of 1900," made landfall and inundated the entire island city of Galveston, Texas, around September 8, 1900. More than 8,000 people died when hurricane storm tides (the surge plus the astronomical tide) of 8 to 15 feet covered the city. More than half of all the homes and buildings were destroyed. Property damage has been estimated at $700 million (in today's dollars).

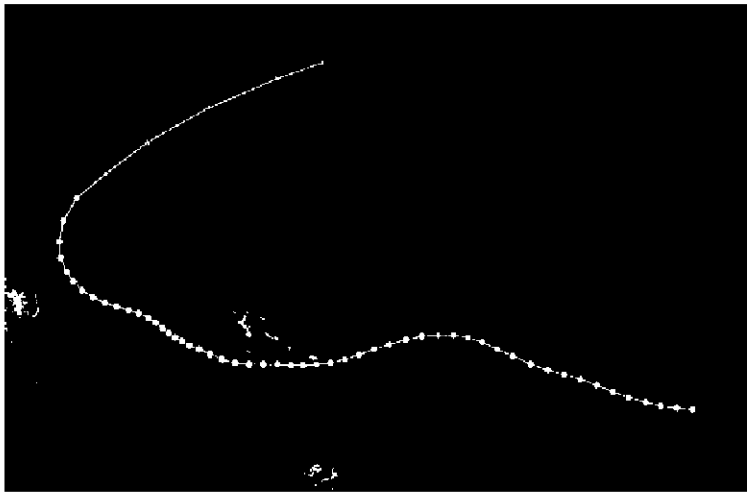


Figure 5: Hurricane Ike Path

Even though only a Category 2 Storm at landfall, Hurricane Ike, which hit Galveston on September 13, 2008, is ranked as the fourth most destructive ever to make landfall in the United States. Maximum sustained winds were 100 mph, with hurricane-force winds extending outward up to 120 miles from the center and tropical storm force winds extending outward up to 275 miles.

The majority of the housing damage in the Galveston Bay area was to buildings constructed in the 1960s and 1970s. Hurricane Ike demonstrated that enforced modern building and floodplain codes work well to reduce damage to the built environment. Many homes that were built since the 1990s that were properly elevated did not sustain serious damages, whereas winds devastated homes on Galveston Island that were built under older building codes. Modern homes that were constructed to 130 mph wind codes required by the International Residential Building Code were still standing the morning after Ike.

In August 2017, Galveston County sustained nearly $112 million in damages to public facilities alone from Hurricane Harvey, the second costliest hurricane to ever make landfall in the United States. Damages to public facilities in Texas City exceeded $6 million.

Other significant historical hurricane events that have impacted Galveston County include a large and violent hurricane on August 16, 1915 and Hurricane Alicia on August 18, 1983, which moved over the Texas coast about 25 miles southwest of Galveston causing a total of over $2.4 billion in

damages (in today's dollars).[7] Table 9 provides a summary of hurricane/tropical storms from 1998 to 2015 as recorded by the NCEI. The data for hurricane/tropical storms is recorded on a countywide level and therefore includes Texas City.

In spring 2018, total damages from Hurricane Harvey were still being tallied, so although referenced above, the hurricane is not included in Table 9.

Table 9: Galveston County Hurricane/Tropical Storm Events

Date	Event Type/Name	Deaths	Injuries	Property Damage	Event Summary
8/21/1998	Tropical Storm Charley	0	0	$ 5,000	Damage was minimal across the area, with beach erosion accounting for the damage estimates.
9/7/1998	Tropical Storm Frances	2	0	$200,000,000	Impact and resultant damage occurred in Galveston, Harris, Brazoria and Matagorda counties of Texas. All four of these counties received a Presidential Disaster Declaration to help in the relief and recovery efforts. In these four counties, total damage exceeded $286 million dollars. Most of this damage was along the coast and around Galveston Bay where high tides and winds destroyed dunes and personal property.
6/5/2001	Tropical Storm Allison	0	0	$31,740,000	Major flooding across the county.
9/5/2002	Tropical Storm	0	0	$0-	No details provided
7/14/2003	Hurricane (Typhoon) Claudette	0	0	$8,300,000	In Galveston County, 38 single family homes were destroyed, 25 received major damage, and 964 received minor damage. 33 businesses were affected

[7] Hurricane history based on National Hurricane Center summaries.

Date	Event Type/Name	Deaths	Injuries	Property Damage	Event Summary
					with damage costs of an estimated $970,000. Total damage, including beach erosion, was estimated at $8.3 million. The highest recorded tide level, 7.56 feet above mean low-lower water, was recorded at Pleasure Pier.
8/30/2003	Tropical Storm Grace	0	0	$7,000	Heavy rainfall between 6 and 12 inches was observed from extreme eastern Galveston County to across the Bolivar Peninsula. Beach erosion was minor. Some of the higher rainfall amounts (August 30th to August 31st) included 6.19 inches in League City, and 2.09 inches at Jamaica Beach.
9/1/2003	Tropical Storm Grace	0	0	$7,000	Storm tide damage on the Bolivar Peninsula was confined to the Gilchrist area. Ten single family homes experienced flooding up to eighteen inches deep inside the home. Fifteen single family homes and two mobile homes experienced flooding up to six inches deep inside the home.
9/23/2005	Hurricane (Typhoon) Rita	0	3	$15,000,000	In Galveston County, tropical storm force sustained winds with gusts to hurricane force were reported across the county, especially on the Bolivar Peninsula. Numerous power poles and road signs were blown down on Bolivar. Many of the beach homes received roof

Date	Event Type/Name	Deaths	Injuries	Property Damage	Event Summary
					damage. Numerous trees were down with small structure damage on High Island. Power was out to most of the county on Saturday. Total damage across the county was around $15 million.
8/5/2008	Tropical Storm Edouard and Storm Surge/Tide	0	0	$95,000	Storm tide damage on the Bolivar Peninsula was confined to the Gilchrist area. Ten single family homes experienced flooding up to eighteen inches deep inside the home. Fifteen single family homes and two mobile homes experienced flooding up to six inches deep inside the home.
9/12/2008	Storm Surge/Tide Ike	12	0	$4,000,000,000	Storm tide ranged from 10 to 15 feet above mean sea level along the Galveston Bay, Clear Lake and associated tributaries which caused major flooding of coastal areas. Some higher surge levels up to 17 feet were indicated on the Bolivar Peninsula. At least 10 direct fatalities occurred in Galveston County. Number of injuries unknown. Some towns hit hard by surge include Galveston, San Leon, Kemah, and all towns on Galveston Island and the Bolivar Peninsula.
6/15/2015	Tropical Storm Bill	0	0	$0-	There was minor coastal flooding on the Bolivar peninsula with some debris removal required off of State Highway 87. High surf

Date	Event Type/Name	Deaths	Injuries	Property Damage	Event Summary
					caused erosion of Galveston Island beaches. Sand and debris washed up on the streets of various west end island communities. There was minor flooding damage to downstairs garages in Jamaica Beach with two temporarily closed roads.
Total		**14**	**3**	**$4,255,154,000**	

Source NCEI

4.5 Probability of Future Events

The return period in years for a hurricane passing within 50 nautical miles of Galveston County planning area is 9 years. Taking into account the previous occurrences and return period, a hurricane event for Texas City is likely within the next five years.

4.6 Vulnerability Assessment

Population

As described in Section 3 of Chapter 3 above, Texas City is home to many vulnerable residents. Increased vulnerability may be due to many factors including but not limited to: age, physical ability, financial means, housing type, and housing condition. Many of these vulnerabilities often overlap.

Texas City recognizes that vulnerable populations may need additional help preparing for and recovering from a hurricane or tropical storm.

Residents of mobile / manufactured housing are of particular concern. These structures are never considered safe during a hurricane, and depending on tie-down methods, may also be unsafe during strong tropical storms.

Residents of sub-standard structures are also of particular concern. Structures in sub-standard condition ahead of a tropical storm or hurricane, whether due to structural damages, missing windows or doors, holes in exterior walls or the roof, may be less safe during a hurricane or tropical storm than structures in standard condition. Existing structural weaknesses may mean increased damages, injuries, or loss of life.

Critical Facilities

The planning team identified 11 critical facilities spread across Texas City. Because of Galveston County's proximity to the Gulf coast and status as a Tier I county, the planning team determined that all critical facilities, no matter their location, are equally vulnerable to a hurricane or tropical storm.

Table 10: Critical Facilities Vulnerable to Hurricanes / Tropical Storms

Texas City	Potential Hurricane / Tropical Storm Impacts									
	Loss of Power	Flying Debris	Uprooted Trees	Flooding	Flooding Due to Physical Damages	Damaged or Destroyed Roofs	Damaged or Broken Windows	Wind Damage	Injuries	Death
City Engineer	x	x	x		x	x	x	x	x	x
City Hall	x	x	x		x	x	x	x	x	x
College of the Mainland	x	x	x		x	x	x	x	x	x
Fire Station - 1	x	x	x		x	x	x	x	x	x
Fire Station - 2	x	x	x		x	x	x	x	x	x
Fire Station - 3	x	x	x	x	x	x	x	x	x	x
Fire Station - Main	x	x	x		x	x	x	x	x	x
Nessler Center / Doyle Convention Center	x	x	x		x	x	x	x	x	x
Police Department	x	x	x		x	x	x	x	x	x
Pump Station A	x	x		x	x	x	x	x	x	x
Pump Station B	x	x		x	x	x	x	x	x	x

Vulnerable Parcels

Central Appraisal District data was used to estimate potential damage values for Texas City. Given the broad nature of vulnerability, damage values were calculated on the jurisdictional level.

Table 11: Parcels Vulnerable to Hurricanes / Tropical Storms

Jurisdiction	Parcel Count	Estimated Potential Damage Value
City of Texas City	20,330	$4,286,398,656[8]

4.7 Impact

The planning team determined that Texas City is uniformly exposed to tropical storms and hurricanes.

Impacts from a hurricane or tropical Storm in Texas City may include but are not limited to: loss of power due to downed lines caused by flying debris or fallen trees, flooding, flooding due to damaged or destroyed roofs, damaged or broken windows, damage due to flying debris, wind damage, and escaped, injured or killed pets. In the worst storms, people may be injured or killed.

[8] Galveston County 2015 CAD Data

5.0 Flood

5.1 Description

Floods result from excessive precipitation. The severity of a flooding event is typically determined by a combination of several major factors, including stream and river basin topography and physiography; urban drainage systems; precipitation and weather patterns; recent soil moisture conditions; and the degree of vegetative clearing and impervious surface. Floods may result from long-term rain events that may last for days and weeks, or they may be caused by short term excessive rainfall.

In this plan, the types of flooding are described in association with their area of impact. Inland flooding may occur due to flash flooding, urban flooding, and/or riverine flooding. Coastal flooding is considered to be storm surge or other wind driven flooding, although excessive rainfall in river basins and drainage systems do amplify the impacts of these events.

- ***FLASH FLOODING*** Flash floods are the product of heavy localized precipitation falling in a short time period over a given location. Flash floods occur within a few minutes or hours of heavy amounts of rainfall, from a dam or levee failure, or from a sudden release of water held by an ice jam. Flash floods can destroy buildings and bridges, uproot trees, and scour out new drainage channels. Most flash flooding is caused by slow-moving thunderstorms in a local area or by heavy rains associated with hurricanes and tropical storms.

- ***URBAN FLOODING*** ponding of water of streets, low-lying areas, highways, underpasses, urban storm drains, and elevation of creek and small stream levels is occurring or imminent. Urban and small stream flood advisories are issued for flooding that occurs within 3 hours after the excessive rainfall.

- ***RIVERINE FLOODING*** is a function of excessive precipitation levels and water runoff volumes within the watershed.

- ***COASTAL FLOODING*** is typically a result of storm surge, wind-driven waves, and heavy rainfall. These conditions are produced by hurricanes during the summer and fall, and other large coastal storms during the winter and spring. Storm surges may overrun barrier islands and push sea water up coastal rivers and inlets, blocking the downstream flow of inland runoff.

Inland flooding is a function of excessive precipitation levels and water runoff volumes within the drainage systems or watershed of a stream or river. Some river floods occur seasonally when winter or spring rains fill river basins with too much water, too quickly. Torrential rains from hurricanes or tropical storms can also produce riverine flooding. Inland flooding also occurs during flash floods which develop in under an hour and tend to occur in low-lying areas with poor drainage.

Coastal flooding is typically a result of storm surge, wind-driven waves and heavy rainfall produced by hurricanes, tropical storms, and other large coastal storms. Flooding in the coastal environment can be further exacerbated by tidal influence in the low-lying coastal areas. Higher tides will increase stream and river stage heights from the mouth while floodwaters rush in from upland areas. Flooding in coastal areas is defined by recurrence intervals and flood zones are determined. Coastal flood zones consider the velocity of wave action.

5.2 Location

At the time of writing in spring 2018, Galveston County was in the process of updating its FIRM data. Due to ongoing changes, preliminary map data showing updated Special Flood Hazard Area boundaries could not be used to illustrate flood location in the figure below. Instead, the planning team relied on data currently in effect. Once the new data goes into effect, the plan will be updated to reflect changes in local flood risk.

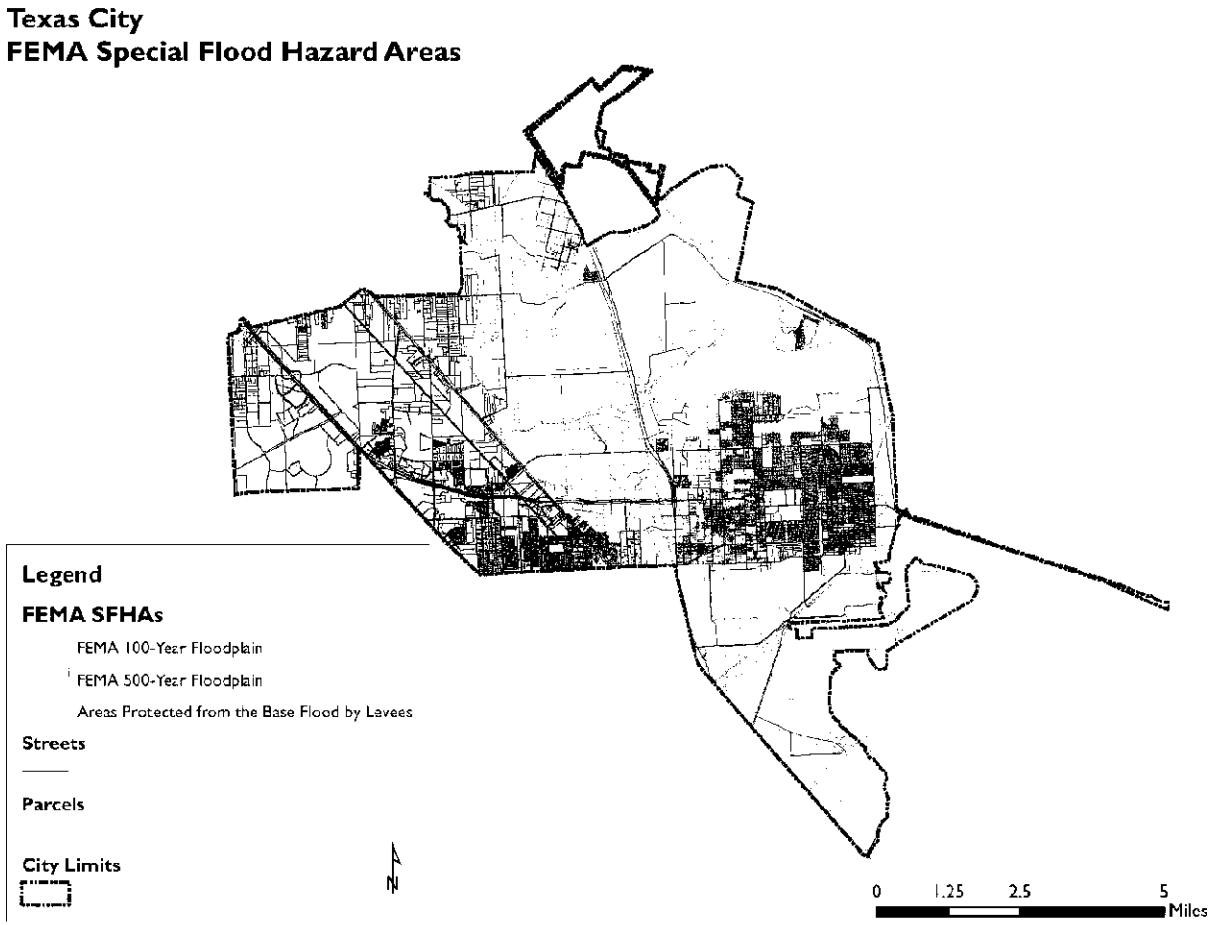


Figure 6: Texas City FEMA Special Flood Hazard Areas

5.3 Extent

Determining the intensity and magnitude of a flood event is dependent upon the flood zone and location of the flood hazard area. Figure 7 describes the flood impact in terms of severity or potential harm while Figure 6 depicts the flood location and potential magnitude of an event in Texas City. To determine the intensity of an event, the figures should be read together.

A 100-year flood constitutes a threat to Texas City. Structures built in Special Flood Hazard Areas (SFHA) are subject to damage by rising waters and floating debris. Moving flood water exerts pressure on everything in its path and causes erosion of soil and scour around solid objects. Utility systems, such as heating, ventilation, air conditioning, fuel, electrical systems, sewage maintenance systems and water systems, if not elevated above base flood elevation, may also be damaged.

Flood Zones		
Zone A	The 100-year or Base Floodplain. There are six types of A zones:	
	A	The base floodplain mapped by approximate methods, i.e., BFEs are not determined. This is often called an unnumbered A zone or an approximate A zone.
	A1-30	These are known as numbered A zones (e.g., A7 or A14). This is the base floodplain where the firm shows a BFE (old format).
	AE	The base floodplain where base flood elevations are provided. AE zones are now used on new format FIRMs instead of A1-30 zones.
	AO	The base floodplain with sheet flow, ponding, or shallow flooding. Base flood depths (feet above ground) are provided.
	AH	Shallow flooding base floodplain. BFE's are provided.
	A99	Area to be protected from base flood by levees or Federal flood protection systems under construction. BFEs are not determined.
	AR	The base floodplain that results from the de-certification of a previously accredited flood protection system that is in the process of being restored to provide a 100-year or greater level of flood protection
Zone V and VE	V	The coastal area subject to velocity hazard (wave action) where BFEs are not determined on the FIRM.
	VE	The coastal area subject to velocity hazard (wave action) where BFEs are provided on the FIRM.
Zone B and Zone X (shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and the 500-year floods. B zones are also used to designate base floodplains or lesser hazards, such as areas protected by levees from the 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.	
Zone C and Zone X (unshaded)	Area of minimal flood hazard, usually depiction FIRMs as exceeding the 500-year flood level. Zone C may have ponding and local drainage problems that do not warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood.	
Zone D	Area of undetermined but possible flood hazards.	
Source: Understanding Your Risks, Identifying hazards and estimating losses, FEMA 386-2		

Figure 7: Description of Flood Zones

To determine the extent of rainfall for the Texas City planning area, data retrieved from the National Weather Service was reviewed to determine the level of impact recorded for the

Houston/Galveston Area). The greatest 24-hour rainfall event occurred on July 25, 1979 with a total of 43 inches recorded in nearby Alvin, TX.

Since rainfall typically impacts a wide area, Texas City can expect the same impact. Below is a summary of the events recorded.

Table 12: Rain Totals (Inches) - 2011 to 2015

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
2015	5.44	0.70	7.69	5.30	3.05	2.75	0.23	6.40	11.13	9.80	5.55	3.49	61.53
2014	1.36	1.69	1.82	0.10	3.72	1.53	1.08	4.95	6.11	1.75	3.91	3.87	31.89
2013	7.18	2.24	0.72	3.46	1.12	3.26	2.40	3.85	5.06	6.85	2.45	0.65	39.24
2012	3.01	7.32	4.96	1.99	4.22	4.10	5.60	6.14	5.63	0.51	0.86	2.87	47.21
2011	3.86	0.67	2.70	0.12	0.38	0.94	1.11	0.10	1.70	4.60	2.36	4.41	22.95

Table 13: Normal Rainfall (Inches) - 1981 to 2010

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
4.20	2.57	3.16	3.05	4.32	5.69	3.80	4.39	6.03	5.52	4.51	3.52	50.76

Source: http://www.weather.gov/hgx/climate_gls_normals_summary

The worst flood events in Texas City have had estimated flood depths greater than 10' and caused over $200,000 in damages. Flood events in surrounding Galveston County have exceeded $350,000 in damages. Future flood events may result in flooding as deep as 10'.

5.4 Historical Occurrences

Rainfall averages 50.76 inches annually. When 50 inches fall periodically throughout the year, flooding is not an issue. However, when rain falls in less frequent rain events, flash flooding can result.

Previous occurrences for inland and coastal flood are depicted in Table 14. In most cases, the data reported to the NCEI was documented as countywide or general areas within the county (i.e. northern and southern portions, etc.). Texas City has experienced historical flood occurrences.

Table 14: Historic Flood Occurrences in Galveston County

Location	Date	Type	Death	Injury	Property Damage	Crop Damage
Clear Lake Shores	5/30/1995	Flash Flood	0	0	$50,000	$0
Galveston	12/17/1995	Flash Flood	0	0	$20,000	$0
Galveston	12/18/1995	Flash Flood	0	0	$5,000	$0
Northern County	1/26/1996	Flash Flood	0	0	$30,000	$0
Coastal County	11/16/1996	Coastal Flood	0	0	$250,000	$0
Countywide	1/27/1997	Flash Flood	0	0	$5,000	$0
Countywide	4/25/1997	Coastal Flood	0	0	$350,000	$0
East Portion	11/5/1997	Flash Flood	0	0	$20,000	$0
Central Portion	12/8/1997	Flash Flood	0	0	$14,000	$0
North Portion	1/4/1998	Flash Flood	0	0	$3,000	$0
South Portion	6/29/1998	Flash Flood	0	0	$0	$0
South Portion	9/10/1998	Flash Flood	0	0	$0	$0
South Portion	10/4/1998	Flash Flood	0	0	$35,000	$0
South Portion	10/4/1998	Flash Flood	0	0	$10,000	$0

Location	Date	Type	Death	Injury	Property Damage	Crop Damage
Friendswood	10/18/1998	Flash Flood	0	0	$3,000	$0
Northwest Portion	6/25/1999	Flash Flood	0	0	$50,000	$0
Countywide	9/13/2000	Flash Flood	0	0	$100,000	$0
Countywide	6/5/2001	Flash Flood	0	0	$0	$0
Central Portion	6/8/2001	Flash Flood	0	0	$0	$0
Northern Portion	6/9/2001	Flash Flood	0	0	$0	$0
Northern Portion	6/9/2001	Flash Flood	0	0	$0	$0
Texas City	8/28/2001	Flash Flood	0	0	$30,000	$0
Texas City	8/30/2001	Flash Flood	0	0	$80,000	$0
League City	4/8/2002	Flash Flood	0	0	$5,000	$0
League City	5/17/2002	Flash Flood	0	0	$2,000	$0
Texas City	5/17/2002	Flash Flood	0	0	$150,000	$0
South Portion	8/15/2002	Flash Flood	0	0	$75,000	$0
Countywide	8/15/2002	Flash Flood	0	0	$100,000	$0
Jamaica Beach	9/10/2002	Flash Flood	0	0	$45,000	$0
League City	9/19/2002	Flash Flood	0	0	$25,000	$0
East Portion	10/8/2002	Flash Flood	0	0	$15,000	$0
North Portion	10/24/2002	Flash Flood	0	0	$75,000	$0
Countywide	11/5/2002	Flash Flood	0	0	$55,000	$0
Central Portion	12/4/2002	Flash Flood	0	0	$20,000	$0

Location	Date	Type	Death	Injury	Property Damage	Crop Damage
League City	8/31/2003	Flash Flood	0	0	$3,000	$0
Countywide	9/1/2003	Flash Flood	0	0	$4,000	$0
Friendswood	11/17/2003	Flash Flood	0	0	$5,000	$0
Santa Fe	6/23/2004	Flash Flood	0	0	$3,000	$0
League City	11/2/2004	Flash Flood	0	0	$3,000	$0
Coastal County	10/16/2006	Coastal Flood	0	0	$75,000	$0
Friendswood	10/16/2006	Flash Flood	0	0	$250,000	$0
Texas City	7/6/2007	Flash Flood	0	0	$0	$0
League City-Arpt	9/14/2008	Flash Flood	0	0	$0	$0
League City-Arpt	4/18/2009	Flash Flood	0	0	Unknown	$0
League City-Arpt	4/24/2009	Flash Flood	0	0	$5,000	$0
League City	10/1/2009	Flash Flood	0	0	$5,000	$0
League City-Arpt	10/22/2009	Flash Flood	0	0	$0	$0
Coastal County	11/8/2009	Coastal Flood	0	0	$0	$0
Coastal County	12/1/2009	Coastal Flood	0	0	$0	$0
GLS-Airport	5/14/2010	Flash Flood	0	0	$0	$0
Coastal County	1/9/2011	Coastal Flood	0	0	$5,000	$0
League City	5/12/2012	Flash Flood	0	0	$5,000	$0
Friendswood	10/31/2013	Flash Flood	0	0	$10,000	$0
League City-Arpt	9/18/2014	Flash Flood	0	0	$0	$0

Location	Date	Type	Death	Injury	Property Damage	Crop Damage
Texas City Gulf Arpt	4/12/2015	Flash Flood	0	0	$0	$0
League City-Arpt	4/17/2015	Flash Flood	0	0	$2,000	$0
League City	5/12/2015	Flash Flood	0	0	$0	$0
League City	6/13/2015	Flash Flood	0	0	$0	$0
Texas City Gulf Arpt	12/3/2016	Flash Flood	0	0	$50,000	$0

Source: NCEI

No losses of lives or injuries were reported for historical occurrences of flooding according to the National Centers for Environmental Information (NCEI). The approximate total amount of property damage in Galveston County was $1.73 million dollars.

In addition to the events listed above, Texas City experienced flooding during Hurricane Harvey beginning on August 25, 2017. Damage totals are still being calculated.

National Flood Insurance Program

Texas City is responsible for enforcing floodplain management regulations and ensuring regulations meet or exceed the minimum NFIP requirements. The Chief Building Official is responsible for floodplain management.

Texas City's floodplain management ordinance and any future updates will guide the City as it continues to comply with NFIP requirements through local permitting, inspection, and recordkeeping, especially for new and substantially redeveloped construction. Texas City will continue to encourage residents to purchase flood insurance to reduce their flood risk.

The 13 current FIRM maps covering Texas City became effective on May 2, 1983 and May 4, 1992.

There have been three letters of amendment to the current FIRM maps. The amendments were made to Map Panel 4855140025C on 5/28/04, Map Panels 4855140013C and 4855140035C on 4/12/07, and Map Panels 4855140013C and 4855140035C on 5/22/07.

At the time of writing in spring 2018, Galveston County, including Texas City, was in the process of updating its FIRM panels.

The flood mitigation actions outlined in Chapter 16 below were developed with flood mitigation and NFIP compliance in mind. Public awareness in particular will be an ongoing effort in each participating jurisdiction to reduce future losses due to flooding, and it will continue even after recommended corrective actions have been implemented.

As of January 31, 2018, there are 4,493 NFIP policies in force in the City of Texas City covering property worth $1,226,689,100.

Table 15: NFIP Claims and Payments

Jurisdiction Name	Total Losses	Closed Losses	Open Losses	Losses Closed Without Payment	Total Payments
City of Texas City	3,765	2,679	30	1,056	$42,277,834.58

A Repetitive Loss (RL) property is any insurable building for which two or more claims of more than $1,000 were paid by the NFIP within any rolling ten-year period, since 1978.

In the City of Texas City, there are 298 repetitive loss properties responsible 1,120 paid claims worth $12,418,170.75. Three are classified as "2-4 Family", five are classified as "ASSMD CONDO", eight are classified as "OTHER RESID", 39 are classified as "OTHR-NONRES", and 243 are classified as "SINGLE FMLY".

A severe repetitive loss property is: "a single family property (consisting of 1 to 4 residences) that is covered under flood insurance by the NFIP and has incurred flood-related damage for which 4 or more separate claims payments have been paid under flood insurance coverage, with the amount of each claim payment exceeding $5,000 and with cumulative amount of such claims payments exceeding $20,000; or for which at least 2 separate claims payments have been made with the cumulative amount of such claims exceeding the reported value of the property. According to the best information available, 10 of the repetitive loss properties mentioned above are validated severe repetitive loss properties. Those 10 are all classified as "SINGLE FMLY" and are responsible for 96 paid claims worth $1,598,211.06

5.5 Probability of Future Events

Although the intensity of a flood event can become lower as building codes and ordinances are made stronger or properties are "flood proofed," given the frequency of historical events, it is highly likely that the area will flood again. On average there is a flood event each year.

5.6 Vulnerability Assessment

Population

As described in Section 3 of Chapter 3 above, Texas City is home to many vulnerable residents. Increased vulnerability may be due to many factors including but not limited to: age, physical ability, financial means, housing type, and housing condition. Many of these vulnerabilities often overlap.

Texas City recognizes that vulnerable populations may need additional help preparing for and recovering from a flood.

Residents of mobile / manufactured housing are of particular concern. These structures are never considered safe during a flood, and depending on tie-down methods, may threaten surrounding structures.

Residents of sub-standard structures are also of particular concern. Structures in sub-standard condition ahead of a flood, whether due to structural damages, missing windows or doors, holes in exterior walls or the roof, may be less safe during a flood than structures in standard condition. Existing structural weaknesses may mean increased damages, injuries, or loss of life.

Critical Facilities

The planning team identified 11 critical facilities spread across the City. Three are located in a known FEMA Special Flood Hazard Area (SFHA). Due to their location in a FEMA SFHA, these three are considered especially vulnerable to flooding:

Table 16: Texas City Critical Facilities Vulnerable to Flooding

Texas City	Potential Flood Impacts						
	Flooding	Damage Due to Debris Flow	Damage Due to Flood-borne Contaminants	Total Destruction	Loss of Power	Injuries	Death
Fire Station - 3	x	x	x	x	x	x	x
Pump Station A	x	x	x	x	x	x	x
Pump Station B	x	x	x	x	x	x	x

Vulnerable Parcels

Table 17: Vulnerable Parcels by Flood Zone and Land Use Type

Jurisdiction	Total Parcels	Estimated Potential Damage Value - Single Family Parcels
FEMA 100-Year Floodplain		
Texas City	1,093	$128,927,865
FEMA 500-Year Floodplain		
Texas City	16,967	$1,615,190,481

Jurisdiction	Total Parcels	Estimated Potential Damage Value - Multi Family Parcels
FEMA 100-Year Floodplain		
Texas City	NA	NA
FEMA 500-Year Floodplain		
Texas City	33	$112,953,270

Jurisdiction	Total Parcels	Estimated Potential Damage Value - Commercial Parcels
FEMA 100-Year Floodplain		
Texas City	117	$80,334,630
FEMA 500-Year Floodplain		
Texas City	1,832	$759,146,798

Jurisdiction	Total Parcels	Estimated Potential Damage Value - Industrial Parcels
FEMA 100-Year Floodplain		
Texas City	46	$40,841,960
FEMA 500-Year Floodplain		
Texas City	159	$1,326,065,820

5.7 Impact

Based on the vulnerability assessment, a coastal flooding or storm surge event will have a greater impact on the area than an inland flood event. With a strong hurricane storm surge, the total value at risk in Texas City is over $4 billion.

Based on the relative exposure and history of previous occurrences, the potential severity and impact of a major flood event are substantial. A major event or storm surge could result in multiple fatalities, a complete shutdown of facilities for 30 or more days, leaving more than half of all property destroyed or substantially damaged.

6.0 Extreme Heat

6.1 Description

Severe, excessive summer heat is characterized by a combination of exceptionally high temperatures and humidity. When these conditions persist over a period of time, it is called a heat wave. Many areas of the country are susceptible to heat waves, including the Texas Gulf Coast and the City of Texas City.

Major human risks associated with severe summer heat include heatstroke, heat exhaustion, and heat cramps. Most at risk are outdoor workers, the elderly, children, and people in poor physical health. The effects of severe summer heat are always more pronounced in urbanized areas than in rural areas. Within urbanized areas, pervasive heat is exacerbated by what is known as the heat island effect, in which concrete and metal infrastructure absorbs radiant heat energy from the sun during the day and emits that heat energy during the night. This cyclical process essentially traps the heat in urbanized areas and makes it as much as 10 degrees warmer than surrounding areas.

During summer months, Texas City is frequently affected by severe heat hazards. Daily high temperatures range into the upper 90's and low 100's. Moderate to high relative humidity levels are prevalent in the county. The heat index can move into dangerous levels. A heat index of 105 degrees is where many people begin to experience extreme discomfort or physical distress.

Severe summer heat is an invisible killer. Although a heat wave does not happen with the spectacle of other hazards such as tornados and floods, the National Center for Environmental Health[9] reports that from 1999-2009, excessive heat exposure caused 7,233 deaths in the United States. Heat-related deaths were reported most frequently among males (69 percent) and 36 percent were adults aged 65 years and older. Ninety-four percent of heat-related deaths occurred during May–September, with the highest numbers reported during July (39 percent) and August (27 percent).

[9] http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6222a1.htm Kochanek K, Xu J, Murphy S, Minino A, Kung H. Deaths: final data for 2009. Natl Vital Stat Rep 2011;60(3).

6.2 Location

There is no distinct geographic boundary to excessive summer heat. Excessive heat can occur throughout Texas City.

6.3 Extent

Extreme summer heat is measured not only in terms of excessive high temperatures, but also on relative humidity with regard to temperature. Texas City has experienced periods of extreme summer heat, which leads to injury and even death. Due to its location, the entire planning area also experiences high humidity along with high temperatures. Temperatures can often climb above 100 degrees during the summer months. This high heat combined with a high percentage of humidity increases the Heat Index as shown in Figure 8.

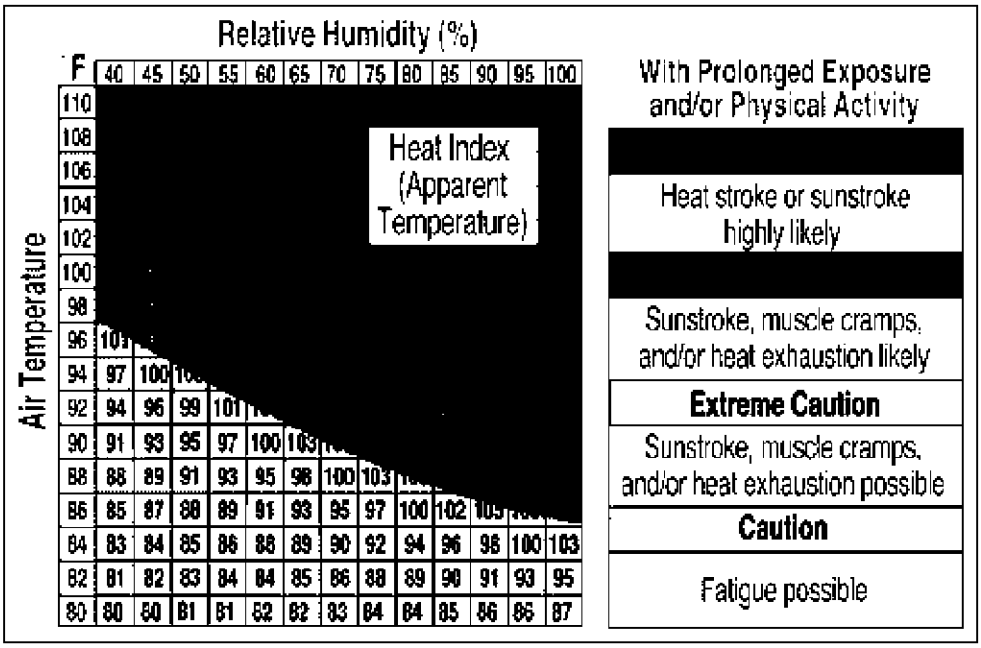


Figure 8: Extent Scale for Extreme Summer Heat

Based on the extent scale in Figure 8 an extreme summer heat event could occur with an air temperature as low as 80°F if the percentage of humidity was equal to or greater than 40 percent. Even though this temperature seems relatively low, given the high humidity, fatigue is possible. Citizens, especially children and the elderly should exercise caution by staying out of the heat for prolonged periods at this temperature and relative humidity. As the chart indicates, fatigue is possible, but can also occur with prolonged exposure or physical activity. Citizens who work outdoors should exercise caution even at the lower temperature if the humidity is at a high level.

With prolonged exposure or physical activity, fatigue could result in causing dizziness, headaches or nausea.

Because Texas City is affected seasonally by extreme summer heat, the extent scales provide a means for better targeting mitigation actions to protect lives. For example, it is important to note that heat stroke and associated fatigue are possible even when the temperature is not at a high peak. Using the extent scale in Figure 8 to combine heat and humidity allows officials to better predict events and more accurately warn citizens of danger.

Texas City can expect the intensity of future extreme heat events to range from caution to extreme danger as noted in Figure 8.

Table 18 displays the National Weather Service's heat advisory and warning descriptions.

Table 18: Extreme Summer Heat Warnings

Intensity	Detailed Description
Heat Advisory	Extreme heat index making it feel hot, typically between 105 °F to 110 °F (41 °C to 43 °C) for 3 hours or more during the day and at or above 75 °F (24 °C) at night.
Excessive Heat Warning	Extreme heat index making it feel very hot, typically above 105 °F (41 °C) for 3 hours or more during the day and at or above 80 °F (27 °C) at night.

Source: National Weather Service

6.4 Historical Occurrences

In other parts of the country and the world, severe summer heat hazards have had devastating consequences. For instance, in 1995 a two-week-long heat wave hit Chicago and the heat index peaked at 119°F. There were 465 deaths directly attributable to the heat wave and more than half of the victims were 75 years of age or older.

In June 2013, scorching heat, caused by a dome of hot air trapped by a high pressure ridge, pushed temperatures above 100°F in parts of Texas, California, Arizona, Idaho, Colorado, Nevada, and Utah. This event claimed the life of one man in California and numerous illness/injuries throughout the impacted area.[10]

[10] http://www.reuters.com/article/us-usa-weather-heat-idUSBRE95S0AS20130630

According to the National Centers for Environmental Information, a strong heat wave effected Texas in the summers of 1999 and 2000. This increases the importance of increased public awareness regarding the danger of extreme heat. Specific occurrences for Galveston County are listed in Table 19. These events are only captured on a countywide basis and are considered historical occurrences for Texas City as well. They reflect the most recent extreme heat events in the planning area.

Table 19: Historical Excessive Heat Events in Galveston County

Event Date	Deaths	Injuries	Property Damage	Crop Damage
7/21/1995	2	200	0	0
6/26/1999	3	0	0	0
8/01/1999	6	0	0	0
7/06/2000	19	0	0	0
8/29/2000	3	0	0	0
9/01/2000	5	0	0	0
06/24/2009	0	0	0	0
07/09/2009	0	0	0	0

Source: Events from 1995 to 2000 were reported in the 2011-2016 Galveston County Hazard Mitigation Plan
Events from 2009 were reported on the NCEI database

6.5 Probability of Future Events

Excessive summer heat in Texas City is likely to occur within the next four to five years. Extreme drought conditions and above-average temperatures in 2009 affected all of Central Texas as far southeast as Galveston County. In the past, multiple counties throughout the region have issued burn bans to prevent the occurrence of wildfires due to extreme heat and dry conditions.

6.6 Vulnerability Assessment

Population

As described in Section 3 of Chapter 3 above, Texas City is home to many vulnerable residents. Vulnerable populations may feel greater impacts from extreme heat due to these populations' limited ability to properly address the hazard due to deficiencies including but not limited to: lack of air conditioning in their homes or vehicles, lack of access to air conditioned public spaces during the hottest part of the day, insufficient numbers of box or ceiling fans, or lack of access to other means of cooling. The consequences for these populations' exposure to extreme heat can include but are not limited to: heat cramps, sunburn, dehydration, fatigue, heat exhaustion, heat stroke, or death.

Critical Facilities

Although Texas City is exposed to extreme temperatures, existing buildings, infrastructure, and critical facilities are not considered vulnerable to damages significant enough to interrupt or stop normal operations. Therefore, any estimated property losses associated with the hazard are anticipated to be minimal across the area.

6.7 Impact

The potential impact of excessive summer heat is normally minor, resulting in few, if any, injuries. No property damage specifically tied to extreme heat events has been recorded in Texas City in over 15 years. No injuries or deaths related to extreme heat have been reported in Texas City, but two deaths were linked to extreme heat in Galveston County in 2000, and previous events have injured up to nine people in Galveston County.

Based on the hazard's potential, in the worst cases, especially if combined with drought conditions, the hazard may inflict property or crop damages, and it can even be deadly. Any shutdown of facilities due to extreme heat is expected to be temporary.

7.0 Tornado

7.1 Description

Tornados are nature's most violent storms, spawned from powerful thunderstorms, causing fatalities and devastating properties in seconds. A tornado appears as a rotating, funnel-shaped cloud that extends from a thunderstorm to the ground with whirling winds that can reach 300 miles per hour. Damage paths can exceed one mile wide and 50 miles long. Some tornados are clearly visible while rain or nearby low-hanging clouds obscure others. Occasionally, tornados develop so rapidly little, if any, advance warning is possible. Before a tornado hits, the wind may die down, and the air may become very still. A cloud of debris can mark the location of a tornado even if a funnel is not visible. Tornados generally occur near the trailing edge of a thunderstorm. It is not uncommon to see clear, sunlit skies behind a tornado.

Galveston County, which borders the Texas Gulf Coast, is known for frequent severe weather and thunderstorms. In addition, tornados occasionally accompany tropical storms and hurricanes that move over land. Tornados are the most common to the right and front of the storm center path as it comes ashore.

7.2 Location

Although only four of Galveston County's 92 previous tornados affected Texas City (Table 21), tornado locations are random and unpredictable. All of Texas City is vulnerable to tornados.

7.3 Extent

The Enhanced Fujita Scale, or EF Scale (Table 20), is the current scale for rating the strength of tornados in the United States; magnitude is estimated via the damage left behind. Implemented in February 2007, it replaced the Fujita Scale. The scale has the same basic design as the original Fujita Scale, six categories from zero to five, representing increasing degrees of damage. The new scale takes into account how most structures are designed, and is thought to be more accurate representation of the surface wind speeds in the most violent tornados.

Future tornados in Texas City may be as bad as EF5.

Table 20: Enhanced Fujita Scale

Enhanced Fujita Category	Wind Speed (mph)	Potential Damage
EF0	65-85	**Light damage.** Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over.
EF1	86-110	**Moderate damage.** Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.
EF2	111-135	**Considerable damage.** Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes completely destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.
EF3	136-165	**Severe damage.** Entire stories of well-constructed houses destroyed; severe damage to large buildings, such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations blown away some distance.
EF4	166-200	**Devastating damage.** Well-constructed houses and whole frame houses completely leveled; cars thrown and small missiles generated.
EF5	>200	**Incredible damage.** Strong frame houses leveled off foundations and swept away; automobile-sized missiles fly through the air in excess of 100 m (109 yd.); high-rise buildings have significant structural deformation; incredible phenomena will occur.

7.4 Historical Occurrences

The NCEI database was reviewed from 1950 through December 2017. Tornados can result from severe thunderstorm activity or may occur during a tropical storm or hurricane. Table 21 shows aggregated historical information for Texas City.

Table 21: Historical Tornado Impacts in Texas City

Jurisdiction	Property Damage	No. of Events	Magnitude (Fujita Scale)						Magnitude (Enhanced Fujita Scale)					
			F0	F1	F2	F3	F4	F5	EF0	EF1	EF2	EF3	EF4	EF5
Texas City	$342,733	4	1	2					1					

Source: National Centers for Environmental Information

7.5 Probability of Future Events

It is important to note that the range used to calculate the probability of future occurrence begins with the first occurrence recorded by the NCEI, and takes into consideration all tornadic activity in Galveston County. Based on this historical average, tornados are highly likely in Texas City. While some years have no recorded events, a tornado-to-year average indicates a tornado occurs every year (1.6 per year).

7.6 Vulnerability Assessment

Tornados have the potential to impact the entire planning area. Texas City's population, as well as all existing and future buildings, critical facilities, critical infrastructure, and improved property are considered vulnerable to this hazard.

Population

As described in Section 3 of Chapter 3 above, Texas City is home to many vulnerable residents. Increased vulnerability may be due to many factors including but not limited to: age, physical ability, financial means, housing type, and housing condition. Many of these vulnerabilities often overlap.

Texas City recognizes that vulnerable populations may need additional help preparing for and recovering from a tornado.

Residents of mobile / manufactured homes are of particular concern. These structures are never considered safe during a tornado.

Residents of sub-standard structures are also of particular concern. Structures in sub-standard condition ahead of a tornado, whether due to structural damages, missing windows or doors, holes in exterior walls or the roof, may be less safe during a tornado than structures in standard condition.

Existing structural weaknesses, due to housing type or existing damages, may lead to compounded damages, injuries, or loss of life.

Critical Facilities

Certain critical facilities and infrastructure in Texas City may be particularly vulnerable to tornados. These facilities have been identified for reasons including: the number of people who use the facility or infrastructure, the facility's role in providing basic services to begin the cleanup process and get the jurisdiction running again, and the facility's ability to offer goods and materials residents will need to resume normalcy as quickly as possible. The selected critical facilities are built from a variety of materials with varying levels of resistance to tornadic damages. Additionally, their varying ages mean they weren't constructed to uniform building standards. Given tornados' violent nature, these facilities may experience increased levels of vulnerability to the hazards. Damage to any of these facilities may have a disproportionately negative impact on Texas City's recovery from a tornado if that damage affects the facility's ability to reopen and resume normal business right away.

Table 22: Critical Facilities Vulnerable to Tornados

Texas City	Potential Tornado Impacts								
	Loss of Power	Flying Debris	Uprooted Trees	Flooding Due to Physical Damages	Damaged or Destroyed Roofs	Damaged or Broken Windows	Wind Damage	Injuries	Death
City Engineer	x	x	x	x	x	x	x	x	x
City Hall	x	x	x	x	x	x	x	x	x
College of the Mainland	x	x	x	x	x	x	x	x	x
Fire Station - 1	x	x	x	x	x	x	x	x	x
Fire Station - 2	x	x	x	x	x	x	x	x	x
Fire Station - 3	x	x	x	x	x	x	x	x	x
Fire Station - Main	x	x	x	x	x	x	x	x	x
Nessler Center / Doyle Convention Center	x	x	x	x	x	x	x	x	x
Police Department	x	x	x	x	x	x	x	x	x
Pump Station A	x	x		x	x	x	x	x	x
Pump Station B	x	x		x	x	x	x	x	x

Vulnerable Parcels

Table 23: Parcels Vulnerable to Tornados and Estimated Potential Damage Value

Jurisdiction	Parcel Count	Estimated Potential Damage Value
City of Texas City	20,330	$4,286,398,656[11]

7.7 Impact

Impacts from a tornado may include but are not limited to damaged or destroyed personal property including vehicles, damaged or destroyed residential, commercial, and industrial buildings. Pets may be injured or killed by tornados or flying debris. Pets may escape due to damaged or destroyed structures and fences.

In the worst cases, tornados may cause injuries and/or be deadly.

[11] Galveston County 2015 CAD Data

8.0 Windstorm

8.1 Description

Windstorms are a byproduct of thunderstorms which are associated with frontal boundaries and surface heating of the earth. Every year approximately 100,000 thunderstorms occur in the United States. Though they are most likely in the spring and summer months and during the afternoon and evening, thunderstorms can occur year round and at any given hour. The strongest of these storms can cause damage to property and threaten lives with strong winds. The National Weather Service (NWS) wind speed threshold for a severe thunderstorm is a surface wind speed of 58 miles per hour (93 km/h) or greater.

Thunderstorm wind events fall into the following categories:

Straight-line wind is a term used to define any thunderstorm wind that is not associated with rotation, and is used mainly to differentiate from tornadic winds.

A downdraft is a small-scale column of air that rapidly sinks toward the ground.

A downburst is a result of a strong downdraft. A downburst is a strong downdraft with horizontal dimensions larger than 4 km (2.5 mi) resulting in an outward burst of damaging winds on or near the ground. (Imagine the way water comes out of a faucet and hits the bottom of the sink.) Downburst winds may begin as a microburst and spread out over a wider area, sometimes producing damage similar to a strong tornado. Although usually associated with thunderstorms, downbursts can occur with showers too weak to produce thunder.

A microburst is a small concentrated downburst that produces an outward burst of damaging winds at the surface. Microbursts are generally small (less than 4km across) and short-lived, lasting only 5-10 minutes, with maximum wind speeds up to 168 mph. There are two kinds of microbursts: wet and dry. A wet microburst is accompanied by heavy precipitation at the surface. Dry microbursts, common in places like the high plains and the intermountain west, occur with little or no precipitation reaching the ground.

A gust front is the leading edge of rain-cooled air that clashes with warmer thunderstorm inflow. Gust fronts are characterized by a wind shift, temperature drop, and gusty winds out ahead of a thunderstorm. Sometimes the winds push up the air above them, forming a shelf cloud or detached roll cloud.

A derecho is a widespread, long-lived wind storm that is associated with a band of rapidly moving showers or thunderstorms. A typical derecho consists of numerous microbursts, downbursts, and downburst clusters. By definition, if the wind damage swath extends more than 240 miles (about

400 kilometers) and includes wind gusts of at least 58 mph (93 km/h) or greater along most of its length, then the event may be classified as a derecho.

Source: http://www.nssl.noaa.gov/education/svrwx101/wind/types/

In addition to windstorms directly related to thunderstorms, strong winds can also be produced by strong arctic cold fronts that plunge southward across the Plains from Canada. After the cold front has passed extreme differences in air pressure and temperature, they have a history of producing local winds at wind advisory levels with higher gusts. The NWS recognizes and defines three levels of wind-related advisories as follows:

- ***Wind Advisory*** – Sustained winds of 30 mph or more or gusts of 45 mph or greater for a duration for one hour or longer.
- ***High Winds*** – Sustained winds of 40 mph or greater for at least one hour, or frequent gusts of wind to 58 mph or greater.
- ***Extreme Wind Warnings*** – Sustained winds of 115 mph or greater during a land-falling hurricane.

Another potential source of local windstorms is a phenomenon known as a gravity wave. High winds from gravity waves are caused by rapid warming and drying on the back edge of a trailing region of rain usually associated with weakening thunderstorms. If conditions are right, this process can lead to falling pressure, which in turn may cause dramatic increases in wind speeds.

8.2 Location

Windstorms vary in terms of size, intensity, duration, and impacts. High winds associated with thunderstorms are frequent occurrences throughout Texas City. Windstorms produced by arctic cold fronts and gravity waves are infrequent, however, they are often more expansive. All of Texas City is uniformly exposed to windstorm events.

8.3 Extent

The strength of thunderstorm winds can vary from a light breeze to over 100 mph. Windstorms produced by cold fronts and gravity waves have been known to produce winds over 60 mph. The Beaufort wind scale exhibits the range in impacts of wind speeds as shown in Table 24. Texas City is subject to all the World Meteorological Organization (WMO) classifications listed below. Future wind events in Texas City may be as strong as Force 12.

Table 24: Beaufort Wind Scale

Force	Wind (Knots)	WMO Classification	Appearance of Wind Effects	
			On the Water	On Land
0	Less than 1	Calm	Sea surface smooth and mirror-like	Calm, smoke rises vertically
1	1-3	Light Air	Scaly ripples, no foam crests	Smoke drift indicates wind direction, still wind vanes
2	4-6	Light Breeze	Small wavelets, crests glassy, no breaking	Wind felt on face, leaves rustle, vanes begin to move
3	7-10	Gentle Breeze	Large wavelets, crests begin to break, scattered whitecaps	Leaves and small twigs constantly moving, light flags extended
4	11-16	Moderate Breeze	Small waves 1-4 ft. becoming longer, numerous whitecaps	Dust, leaves, and loose paper lifted, small tree branches move
5	17-21	Fresh Breeze	Moderate waves 4-8 ft. taking longer form, many whitecaps, some spray	Small trees in leaf begin to sway
6	22-27	Strong Breeze	Larger waves 8-13 ft., whitecaps common, more spray	Larger tree branches moving, whistling in wires
7	28-33	Near Gale	Sea heaps up, waves 13-20 ft., white foam streaks off breakers	Whole trees moving, resistance felt walking against wind
8	34-40	Gale	Moderately high (13-20 ft.) waves of greater length, edges of crests begin to break into spindrift, foam blown in streaks	Whole trees in motion, resistance felt walking against wind
9	41-47	Strong Gale	High waves (20 ft.), sea begins to roll, dense streaks of foam, spray may reduce visibility	Slight structural damage occurs, slate blows off roofs
10	48-55	Storm	Very high waves (20-30 ft.) with overhanging crests, sea white with densely blown foam, heavy rolling, lowered visibility	Seldom experienced on land, trees broken or uprooted, "considerable structural damage"
11	56-63	Violent Storm	Exceptionally high (30-45 ft.) waves, foam patches cover sea, visibility more reduced	
12	64+	Hurricane	Air filled with foam, waves over 45 ft., sea completely white with driving spray, visibility greatly reduced	

Source: NOAA Storm Prediction Center

8.4 Historical Occurrences

The NCEI database was reviewed from 1950 through December 2017. Table 25 shows aggregated historical information on windstorm events in Texas City.

At the county level, historical evidence shows countywide vulnerability to windstorms. Of the 116 windstorms identified, there was one gravity wave and one arctic cold front.

A strong cold front swept into the area on November 15, 2006 with estimated wind gusts of 55 kts and a gravity wave impacted the area on April 24, 2004 with a measured gust of 69 mph at Galveston Scholes Airport. Also, a severe thunderstorm occurred on May 2, 1993 which caused an estimated 50 million dollars in damages across the County.

Table 25: Historical Windstorm Impacts in Texas City

Jurisdiction	Number of Events	Maximum Wind (mph)	Property Damage	Crop Damage
Texas City	6	61	$94,554.78	$0

8.5 Probability of Future Events

Because windstorms can occur across the entire planning area, it is important to note that the range used to calculate the probability of future occurrence begins with the first occurrence recorded by the NCEI for Galveston County.

Based on the historical analysis high wind events are highly likely. On average, windstorm events occur in the planning area 4 times per year. The NWS issues watches and warnings for severe thunderstorms and the lead times can vary from minutes to hours. However, the impacts of thunderstorm winds can occur with little to no warning.

8.6 Vulnerability Assessment

Windstorms have the potential to impact the entire planning area. Therefore, all of Texas City is equally exposed to the hazard. Improved property, critical facilities, critical infrastructure, and the entire population are considered vulnerable to windstorms.

Based on windstorm data collected for Galveston County, including Texas City, windstorms primarily damage physical structures. However, there is no uniformity with respect to the type of structures that have been damaged by windstorms. Windstorm damages can be directly caused by the wind itself, flying debris, and falling trees, or indirectly by damages like power outages.

Population

As described in Section 3 of Chapter 3 above, Texas City is home to many vulnerable residents. Increased vulnerability may be due to many factors including but not limited to: age, physical ability, financial means, housing type, and housing condition. Many of these vulnerabilities often overlap.

Texas City recognizes that vulnerable populations may need additional help preparing for and recovering from a windstorm.

Residents of mobile / manufactured homes are of particular concern. These structures may not be safe during a windstorm.

Residents of sub-standard structures are also of particular concern. Structures in sub-standard condition ahead of a windstorm, whether due to structural damages, missing windows or doors, holes in exterior walls or the roof, may be less safe during a windstorm than structures in standard condition.

Existing structural weaknesses, due to housing type or existing damages, may lead to compounded damages, injuries, or loss of life.

Critical Facilities

Similar to hurricanes and tornados, certain critical facilities and infrastructure in Texas City may be particularly vulnerable to windstorms. These facilities have been identified for reasons including: the number of people who use the facility or infrastructure, the facility's role in providing basic services to begin the cleanup process and get the jurisdiction running again, and the facility's ability to offer goods and materials residents will need to resume normalcy as quickly as possible. The selected critical facilities are built from a variety of materials with varying levels of resistance to wind damages. Additionally, their varying ages mean they weren't constructed to uniform building standards. Given wind's potentially violent nature, these facilities may experience increased levels of

vulnerability to the hazards. Damage to any of these facilities may have a disproportionately negative impact on Texas City's recovery from a windstorm if that damage affects the facility's ability to reopen and resume normal business right away.

Table 26: Critical Facilities Vulnerable to Windstorms

Texas City	Potential Windstorm Impacts								
	Loss of Power	Flying Debris	Uprooted Trees	Flooding Due to Physical Damages	Damaged or Destroyed Roofs	Damaged or Broken Windows	Wind Damage	Injuries	Death
City Engineer	x	x	x	x	x	x	x	x	x
City Hall	x	x	x	x	x	x	x	x	x
College of the Mainland	x	x	x	x	x	x	x	x	x
Fire Station - 1	x	x	x	x	x	x	x	x	x
Fire Station - 2	x	x	x	x	x	x	x	x	x
Fire Station - 3	x	x	x	x	x	x	x	x	x
Fire Station - Main	x	x	x	x	x	x	x	x	x
Nessler Center / Doyle Convention Center	x	x	x	x	x	x	x	x	x
Police Department	x	x	x	x	x	x	x	x	x
Pump Station A	x	x		x	x	x	x	x	x
Pump Station B	x	x		x	x	x	x	x	x

Vulnerable Parcels

Table 27: Parcels Vulnerable to Windstorms

Jurisdiction	Parcel Count	Estimated Potential Damage Value
City of Texas City	20,330	$4,286,398,656[12]

8.7 Impact

The impacts of windstorms are considered to be moderate. Minor injuries can be expected and are typically treatable with first aid. Damages to property can vary from minimal; shutting down critical facilities and services for 24 hours or less to significant in higher windstorm events.

[12] Galveston County 2015 CAD Data

9.0 Hailstorm

9.1 Description

Hailstorms are a potentially damaging outgrowth of severe thunderstorms. Early in the developmental stages of a hailstorm, ice crystals form within a low-pressure front due to the rapid rising of warm air into the upper atmosphere and subsequent cooling of the air mass. Frozen droplets gradually accumulate into ice crystals until they fall as precipitation that is round or irregularly shaped masses of ice. The size of hailstones is a direct result of the size and severity of the storm. High-velocity updraft winds are required to keep hail suspended where it can grow in size. The strength of the updraft is a byproduct of heating on the earth's surface. Higher temperature gradients above the earth's surface result in increased suspension time and hailstone size.

9.2 Location

Hailstorms vary tremendously in terms of size, location, intensity, and duration but are considered frequent occurrences throughout Texas City. The entire planning area is uniformly exposed to hail events just as it is exposed to the thunderstorms that produce the hail events.

9.3 Extent

The severity of hail events ranges are based on the size of hail, winds, and structures in the path of a hail storm. A scale showing intensity categories was developed by the National Centers for Environmental Information (NCEI) and is included in Table 28. Future hailstorms in Texas City may reach H10 on the Hail Intensity and Magnitude scale.

Table 28: Hail Intensity and Magnitude

Size Code	Intensity Category	Size (diameter inches)	Descriptive Term	Typical Damage
H0	Hard Hail	up to 0.33	pea	no damage
H1	Potentially Damaging	0.33-0.60	marble	slight damage to plants and crops
H2	Potentially Damaging	0.60-0.80	dime	significant damage to plants and crops
H3	Severe	0.80-1.20	nickel	severe damage to plants and crops
H4	Severe	1.2-1.6	quarter	widespread glass and auto damage
H5	Destructive	1.6-2.0	half dollar	widespread destruction of glass, roofs, and risk of injuries
H6	Destructive	2.0-2.4	ping pong ball	aircraft bodywork dented and brick walls pitted
H7	Very Destructive	2.4-3.0	golf ball	severe roof damage and risk of serious injuries
H8	Very Destructive	3.0-3.5	hen egg	severe damage to all structures
H9	Super Hailstorms	3.5-4.0	tennis ball	extensive structural damage could cause fatal injuries
H10	Super Hailstorms	4.0 +	baseball	extensive structural damage could cause fatal injuries

Source: NCEI

9.4 Historical Occurrences

The NCEI database was reviewed from 1950 through December 2017. Table 29 shows the aggregated historical information on hailstorms in Texas City.

Historical evidence shows county-wide vulnerability to hail events. Typically, hail results from severe thunderstorm activity. The largest hail recorded within Galveston County had a measured diameter of 4.5". The event occurred on April 2, 2013, and caused an estimated 1.1 million dollars in damages.

Table 29: Historical Hail Impacts in Texas City

Jurisdiction	Number of Events	Maximum hail size (inches)	Property Damage
Texas City	7	1.75	$78,010

Source: National Centers for Environmental Information

9.5 Probability of Future Events

Based on the historical occurrences of hailstorms for Galveston County, including Texas City, hail events are highly likely to occur on a yearly basis. On average an event occurs every 1.09 years. Most hailstorms occur during the spring (March, April, and May) and in the fall during the month of September. The warning time for a hailstorm is generally minimal, or there is no warning. The National Weather Service classifies a storm as severe if hail of 1 inch in diameter or greater occurs or is imminent based on observers or radar intensity.

9.6 Vulnerability Assessment

Population

As described in Section 3 of Chapter 3 above, Texas City is home to many vulnerable residents. Increased vulnerability may be due to many factors including but not limited to: age, physical ability, financial means, housing type, and housing condition. Many of these vulnerabilities often overlap.

Since hailstorms arise with little to no warning, Texas City recognizes that vulnerable populations may primarily need additional help recovering from a hailstorm.

Residents of sub-standard structures are of particular concern. Structures in sub-standard condition ahead of a hailstorm, whether due to structural damages, missing windows or doors, holes in exterior walls or the roof, may sustain more damages than structures in standard condition.

Existing weaknesses, especially those related to the condition of a structure's roof, due to housing type or existing damages, may lead to compounded damages, injuries, or loss of life.

Critical Facilities

Due to the presence of structures with flat roofs and the increased vulnerability a flat roof creates, the presence of older structures that have not been hardened against hailstorms, and / or the presence of metal buildings that may be more susceptible to hail, the following critical facilities were determined to be especially vulnerable to hailstorms:

Table 30: Critical Facilities Vulnerable to Hailstorms

Texas City	Potential Hailstorm Impacts		
	Damaged or Destroyed Roof	Damaged Windows	Water damage due to Physical Damages
City Engineer	x	x	x
City Hall	x	x	x
College of the Mainland	x	x	x
Fire Station - 1	x	x	x
Fire Station - 3	x	x	x
Fire Station - Main	x	x	x
Nessler Center / Doyle Convention Center	x	x	x
Police Department	x	x	x
Pump Station B	x	x	x

Vulnerable Parcels

Table 31: Parcels Vulnerable to Windstorms

Jurisdiction	Parcel Count	Estimated Potential Damage Value
City of Texas City	20,330	$4,286,398,656[13]

9.7 Impact

The severity of a hailstorm's impact is considered to be limited since they generally result in injuries treatable with first aid, shut down critical facilities and services for 24 hours or less, and less than ten percent of affected properties are destroyed or suffer major damage. All existing and future buildings, facilities, and populations in Texas City are considered to be exposed to this hazard and could potentially be impacted.

[13] Galveston County 2015 CAD Data

10.0 Lightning

10.1 Description

Lightning is one of the top three storm-related killers in the United States. It is also one of the least understood weather phenomena. Below is a description of lightning and thunder as defined by NOAA:[14]

- ***Lightning*** is a giant spark of electricity in the atmosphere or between the atmosphere and the ground. In the initial stages of development, air acts as an insulator between the positive and negative charges in the cloud and between the cloud and the ground; however, when the difference in charges become too great, the insulating capacity of the air breaks down, and there is a rapid discharge of electricity known as lightning.

  Lightning can occur between opposite charges within the thunderstorm cloud (Intra-Cloud Lightning) or between opposite charges in the cloud and on the ground (Cloud-To-Ground Lightning). Cloud-to-ground lightning is divided into two different types of flashes depending on the charge in the cloud where the lightning originates.

- ***Thunder*** is the sound made by a flash of lightning. As lightning passes through the air, it heats the air quickly. This causes the air to expand rapidly and creates the sound wave we hear as thunder. Normally, you can hear thunder about 10 miles from a lightning strike. Since lightning can strike outward 10 or more miles from a thunderstorm, if you hear thunder, you are likely within striking distance of a storm.

10.2 Location

Lightning strikes in association with thunderstorms vary in terms of size, intensity, duration, and impacts, but are considered frequent occurrences throughout Galveston County. Texas City is uniformly exposed to thunderstorm events and the associated impact lightning. According to information calculated from the NOAA Severe Weather Data Inventory (SWDI), there were nearly 10,000 cloud-to-ground lightning strikes within the county between January 1986 and May 2013; this information indicates an average of 378 lightning strikes per year within the county. Texas City expects the dispersion of lightning strikes to be uniform across the planning area although elevation and local topography may play a role.

[14] http://www.lightningsafety.noaa.gov/science/science-overview.shtml

Figures 9 and 10 depict cloud to ground lightning strikes from 2005 to 2014.

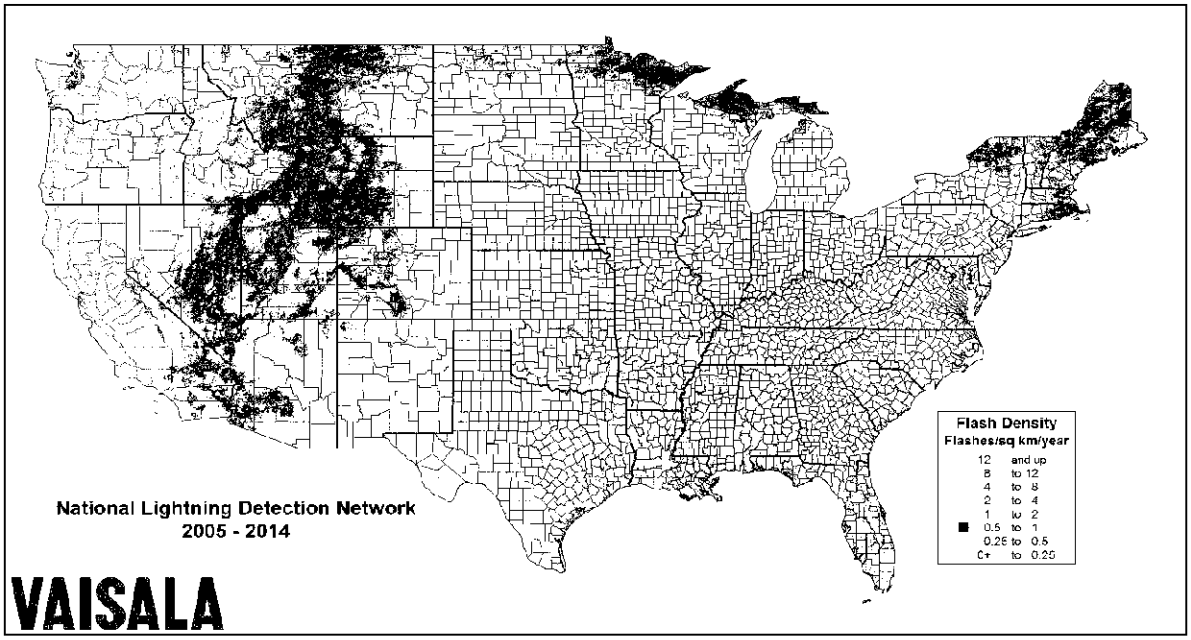


Figure 9: Vaisala Flash Density 2005 to 2014

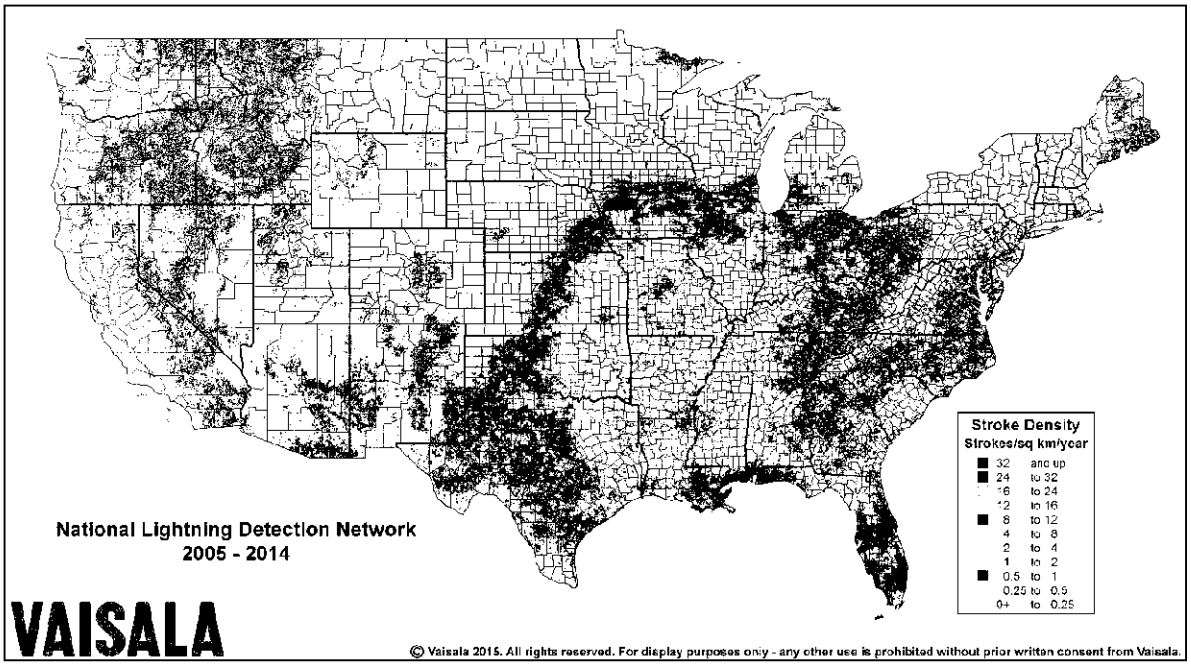


Figure 10: Vaisala Stroke Density 2005 to 2014

10.3 Extent

The extent for lightning can be expressed in terms of the number of strikes in an interval. NOAA utilizes lightning activity levels (LALs) on a scale from 1-6. LAL rankings reflect the frequency of cloud-to-ground lightning either forecast or observed as defined below in Table 32.

Table 32: NOAA Lightning Activity Levels (LAL)

LAL	Cloud and Storm Development	Lightning Strikes / 15 Minutes
1	No thunderstorm	0
2	Cumulus clouds are common but only a few reach the towering cumulus stage. A single thunderstorm must be confirmed in the observation area. The clouds produce mainly virga, but light rain will occasionally reach the ground. Lightning is very infrequent.	1-8
3	Towering cumulus covers less than two-tenths of the sky. Thunderstorms are few, but two to three must occur within the observation area. Light to moderate rain will reach the ground, and lightning is infrequent.	9-15
4	Towering cumulus covers two to three-tenths of the sky. Thunderstorms are scattered and more than three must occur within the observation area. Moderate rain is common and lightning is frequent.	16-25
5	Towering cumulus and thunderstorms are numerous. They cover more than three-tenths and occasionally obscure the sky. Rain is moderate to heavy and lightning is frequent and intense.	>25
6	Dry lightning, similar to LAL 3 except thunderstorms are dry.	

The NCEI does not include the LAL for the historical lightning events included in Table 33. In order to determine the extent of lightning strikes, the yearly average of estimated number of lightning strikes within the county (378) and the comparison of the flash density of 4 to 8 per year and the stroke density of 12 to 24, indicates lightning strikes have a moderate frequency and will more than likely fall within the LAL range of 2 to 5. Future lightning events in Texas City may register as high as LAL 5.

10.4 Historical Occurrences

According to a review of NCEI database information between January 1950 and December 2017, Texas City has had one injury caused by lighting, but no fatalities. Galveston County has seen three lightning-caused injuries, including the one in Texas City, and five lightning-caused fatalities. NCEI information is passively collected; the actual coverage of detected strikes in Figure 9 and 10 shows the extensive nature of the hazard, and Table 33 captures the reported occurrences with associated damages in Texas City.

Table 33: Historical Lightning Impacts in Texas City

Jurisdiction	Number of E vents	Property Damage
Texas City	3	$3,179,896

Source: NCEI

10.5 Probability of Future Events

On average, several hundred strikes occur each year within the planning area. Based on historical occurrences of thunderstorms and associated impacts of lightning, lightning events are highly likely to occur on an annual basis.

According to NCEI data, Texas City averages about 1 damaging lightning event every year. Most thunderstorms occur during the spring (March, April, and May) and in the fall during the month of September. The NWS issues watches and warnings for severe thunderstorms; however, lightning is not criteria for issuance and the lead times can vary from minutes to hours. The impacts of thunderstorms can occur with little to no warning and lightning strikes can occur as far as 10-15 miles away from a thunderstorm.

10.6 Vulnerability Assessment

According to the Lightning Protection Institute, it is a myth[15] that lightning always strikes the tallest objects. Given lightning's indiscriminate nature, it is impossible to identify buildings that are at an increased risk of being struck by lightning. All existing and future buildings, critical facilities, critical infrastructure, improved property, and the population are exposed to this hazard. However, structures without adequate lightning protection and those with large concentrations of electronic equipment like computers, servers, and printers, are most vulnerable, as are locations that may have outside crowds during a lightning event.

[15] http://lightning.org/wp-content/uploads/2015/06/LPI_lightning_infographic_2015.jpg

Critical Facilities

Table 34: Critical Facilities Vulnerable to Lightning

Texas City	Potential Lightning Impacts			
	Physical Damage	Electrical Damage	Data Damage or Loss	Fire
City Engineer	x	x	x	x
City Hall	x	x	x	x
College of the Mainland	x	x	x	x
Fire Station - 1	x	x	x	x
Fire Station - 2	x	x	x	x
Fire Station - 3	x	x	x	x
Fire Station - Main	x	x	x	x
Nessler Center / Doyle Convention Center	x	x	x	x
Police Department	x	x	x	x
Pump Station A	x	x	x	x
Pump Station B	x	x	x	x

Vulnerable Parcels

Table 35: Parcels Vulnerable to Lightning

Jurisdiction	Parcel Count	Estimated Potential Damage Value
City of Texas City	20,330	$4,286,398,656[16]

10.7 Impact

Impacts from lightning in Texas City may include but are not limited to loss of power due to electrical surges, damaged or destroyed personal property including computers and other electronics, damaged or destroyed agricultural, residential, commercial, and industrial buildings. In the worst cases, lightning may cause injuries or death.

[16] Galveston County 2015 CAD Data

11.0 Severe Winter Weather

11.1 Description

A severe winter storm event is identified as a storm with snow, ice, or freezing rain—all of which can cause significant problems for area residents. Although rare in southeast Texas, winter weather does occasionally occur. January is the month when snow, sleet, or freezing rain is most likely to be observed; yet, winter weather conditions can occur at any time during the winter and early spring months. The leading cause of death during winter storms is transportation accidents. Hypothermia and frost bite are other dangers from very cold winter temperatures.

The National Weather Service (NWS) defines a winter storm as having three factors: cold air, moisture, and lift. These three factors acting together create conditions suitable for a winter storm. Below is a listing of definitions for winter weather events that could impact the planning area:

- ***Snow Flurries*** - Intermittent light snowfall of short duration (generally light snow showers) with no measurable accumulation.
- ***Snow Showers*** - A snow shower is a short duration of moderate snowfall. Some accumulation is possible.
- ***Sleet*** -Pellets of ice composed of frozen or mostly frozen raindrops or refrozen partially melted snowflakes.
- ***Freezing Rain*** - Rain that falls as a liquid but freezes into glaze upon contact with the ground.
- ***Wind Chill*** - The combination of wind and temperature that serves as an estimate of how cold it actually feels to exposed human skin. Wind chill values below -19 degrees are considered dangerous.

11.2 Location

Winter storms vary in location, intensity and duration but are considered rare occurrences in Galveston County and the upper Texas Gulf Coast. All of Texas City is equally susceptible to winter storm events.

11.3 Extent

Figures 11 and 12 display scales/indices that factor the amount of snow recorded, wind (mph), estimated ice accumulations, and temperature to determine the extent of impact from severe winter weather events. Future severe winter weather in Texas City may be as bad as Category One on the Martin Winter Storm scale and as bad as Category 2 on the Sperry-Piltz Ice Accumulation Index.

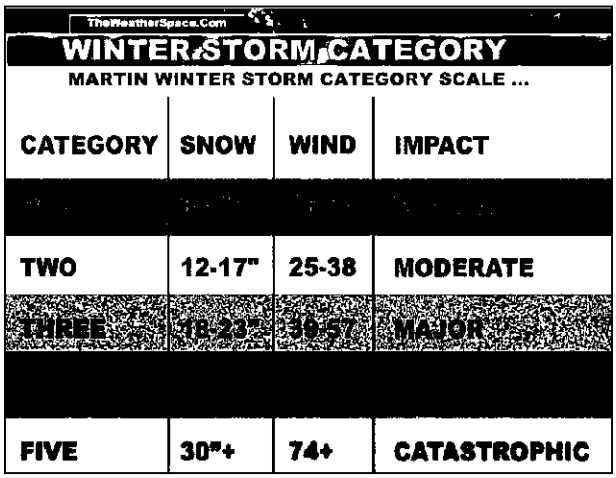


Figure 11: Martin Winter Storm Category Scale

The Sperry-Piltz Ice Accumulation Index, or "SPIA Index" – Copyright, February, 2009

ICE DAMAGE INDEX	* AVERAGE NWS ICE AMOUNT (in inches) *Revised-October, 2011	WIND (mph)	DAMAGE AND IMPACT DESCRIPTIONS
0	< 0.25	< 15	Minimal risk of damage to exposed utility systems; no alerts or advisories needed for crews, few outages.
1	0.10 – 0.25	15 - 25	Some isolated or localized utility interruptions are possible, typically lasting only a few hours. Roads and bridges may become slick and hazardous.
	0.25 – 0.50	> 15	
2	0.10 – 0.25	25 - 35	Scattered utility interruptions expected, typically lasting 12 to 24 hours. Roads and travel conditions may be extremely hazardous due to ice accumulation.
	0.25 – 0.50	15 - 25	
	0.50 – 0.75	< 15	
4	0.25 – 0.50	> = 35	Prolonged & widespread utility interruptions with extensive damage to main distribution feeder lines & some high voltage transmission lines/structures. Outages lasting 5 – 10 days.
	0.50 – 0.75	25 - 35	
	0.75 – 1.00	15 - 25	
	1.00 – 1.50	< 15	
5	0.50 – 0.75	> = 35	Catastrophic damage to entire exposed utility systems, including both distribution and transmission networks. Outages could last several weeks in some areas. Shelters needed.
	0.75 – 1.00	> = 25	
	1.00 – 1.50	> = 15	
	> 1.50	Any	

(Categories of damage are based upon combinations of precipitation totals, temperatures and wind speeds/directions.)

Figure 12: Sperry–Piltz Ice Accumulation Index

Wind chill temperature is a measure of how cold the wind makes real air temperature feel to the human body, similar to the heat index for extreme heat (Figure 8). Since wind can dramatically accelerate heat loss from the body, a blustery 30° day would feel just as cold as a calm day with 0° temperatures.

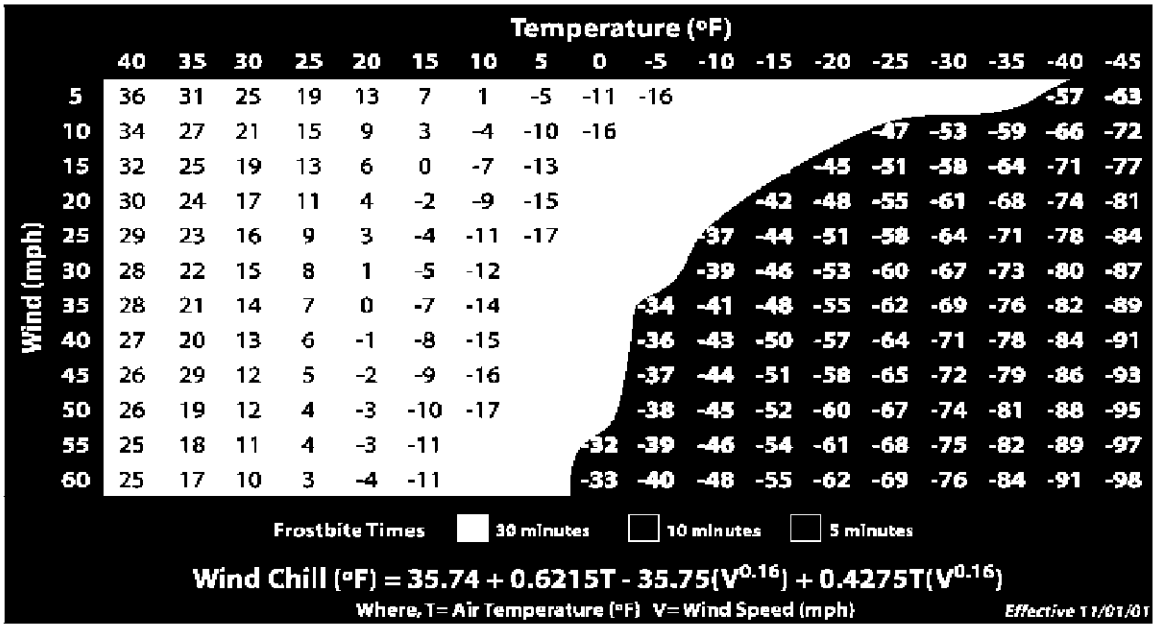


Figure 13: Wind Chill Chart

Countywide, Galveston County has never experienced a blizzard, but based on previous occurrences, Texas City has been subject to winter storm watches, warnings, freezing rain, sleet, snow and wind chill.

11.4 Historical Occurrences

Texas City reviewed NCEI data from 1950 through December 2017. The data was primarily captured at the county level and includes the jurisdiction of Texas City. During this period of time a severe ice storm occurred in 1997 and 2011, and one heavy snow fall occurred in 2004. The 1997 ice storm effected trees, power lines and roadways. The weight of the ice caused trees and power lines to snap and fall. Glazed roadways posed hazardous driving conditions. Schools were closed for two to three days to prevent additional traffic collisions. Over 1,100 traffic accidents were reported in Southeast Texas which accounted for three deaths in 1997 and $800,000 in property damages. In 2004, snowfall totals ranged from 1-12 inches across the region. The heavier snowfall occurred over the coastal counties south of Houston because this area had more moisture in the atmosphere (being closer to the Gulf), and was also closer to the track of the upper level low. Table 36 depicts historical occurrences for the county.

Table 36: Historical Winter Storms Countywide

Date	Type	Deaths	Injuries	Property Damage	Description
Jan. 12-13, 1997	Ice Storm	3	0	$800,000	Trees, power lines and roadways were all affected by freezing rain and sleet. Glazed roadways posed hazardous driving conditions. Over 1,100 traffic accidents were reported in southeast
Dec. 24-25, 2004	Heavy Snow	0	0	$0	A rare and record breaking snowfall occurred across southeast Texas. Snowfall totals ranged from 1-12 inches across the region. Approximately 4 inches fell on Galveston Island.
Feb. 3, 2011	Ice Storm	0	0	$0	A period of freezing rain and freezing drizzle led to icy roads, especially bridges and overpasses, and numerous accidents. Between one and two tenths of an inch of ice accumulated.

Source: National Centers for Environmental Information

Although not recorded in the NCEI, a cold core upper level low pressure system moved across southeast Texas on December 10, 2008. An inch of snow fell on Galveston Island with generally an inch to two inches over the inland portions of county. This is the earliest accumulating snow that has affected southeast Texas and the planning area.

11.5 Probability of Future Events

It is important to note that the range used to calculate the probability of future occurrence begins with the first occurrence recorded by the NCEI. Based on the historical analysis a winter storm occurs once every 7-8 years. Significant winter weather events are likely to occur in Texas City.

11.6 Vulnerability Assessment

Infrastructure

While all of Texas City is exposed to extreme temperatures, existing buildings, infrastructure, and critical facilities are not considered vulnerable to significant damage caused by severe winter storm events. This determination was made based on the expectation that most roofs can support 20 lbs. / square foot of snow. The worst snow storm in Texas City dropped 2". Although it's not impossible for that much snow to cause structural damage, given that the snow weight is well below the threshold where damage is likely, structural damages are not expected. Additionally, 1" of ice is roughly equivalent in weight per square foot to 10" of snow. Considering the worst ice storms in Texas City cause ice accumulations of ½", it's unlikely, but not impossible, that an ice storm causing structural ice accumulations of less than 4" will cause significant structural damages.

Population

As described in Section 3 of Chapter 3 above, Texas City is home to many vulnerable residents. Areas with concentrations of young, elderly, and low-income residents may feel greater impacts from severe winter weather due to those populations' limited ability to properly address the hazard. Deficiencies may include but aren't limited to: lack of heating in their homes or vehicles, lack of access to heated public spaces during the coldest part of the day or night, and frozen pipes that may jeopardize access to drinking water, and in the worst cases, lead to severe structural damage that can render a home unlivable. The consequences for these populations' exposure to severe winter weather can include but are not limited to: complications for those suffering from hypertension, hypothyroidism, and diabetes, as well as exhaustion, hypothermia, trench foot, or death.

Critical Facilities

Any shutdown of critical facilities due to severe winter weather is expected to be temporary. However, based on the proximity of trees and power lines on their properties, the following critical facilities may be at a higher risk of losing power due to falling limbs.

Table 37: Critical Facilities Vulnerable to Severe Winter Storms

Texas City	Potential Severe Winter Storm Impacts
	Power Outages due to Falling Tree Limbs
City Engineer	x
City Hall	x
College of the Mainland	x
Fire Station - 1	x
Fire Station - 2	x
Fire Station - 3	x
Fire Station - Main	x
Nessler Center / Doyle Convention Center	x
Police Department	x

11.7 Impact

The potential impact of a severe winter storm is normally minor, resulting in few, if any, injuries. Because of the rarity of winter storm events in Texas City drivers, especially those unfamiliar with or unable to drive in icy conditions, may be at the highest risk of crashing their vehicle and sustaining injuries.

Beyond accidents caused by icy conditions, severe winter weather has the potential to cause widespread power outages. Trees and other vegetation that grow along or near power lines and utility lines can become overburdened by ice and snow accumulation. Falling limbs or trees can easily take down power and utility lines. Neglected vegetation is especially at risk of failure due to increased weight loads. Power outages can create a cascading effect depending on residents' ability to heat their homes without electricity, especially for those young, elderly, and low-income

residents as identified in Section 3 of Chapter 3 above. Although no deaths related to severe winter storms have been reported in the planning area, in the worst cases, the hazard has the potential to be deadly.

Severe winter storms will likely cause only minor property damage and minimal disruption to the quality of life in the planning area.

12.0 Drought

12.1 Description

Drought is a period of time without substantial rainfall that persists from one year to the next. Drought is a normal part of all climatic regions, including areas with high and low average rainfall. Drought is the consequence of anticipated natural precipitation reduction over an extended period of time, usually a season or more in length. Drought can be classified as meteorological, hydrologic, agricultural, and socioeconomic. Table 38 presents definitions for these different types of drought.

Drought is one of the most complex of all natural hazards as it is difficult to determine their precise beginning or end. In addition, drought can lead to other hazards such as extreme heat and wildfires. Their impact on wildlife and area farming is enormous, often killing crops, grazing land, edible plants and even in severe cases, trees. A secondary hazard to drought is wildfire because dying vegetation serves as a prime ignition source. Consequently, a heat wave combined with a drought is a very dangerous situation.

Table 38: Drought Classification Definitions

Meteorological Drought	The degree of dryness or departure of actual precipitation from an expected average or normal amount based on monthly, seasonal, or annual time
Hydrologic Drought	The effects of precipitation shortfalls on stream flows and reservoir, lake, and groundwater levels.
Agricultural Drought	Soil moisture deficiencies relative to water demands of plant life, usually crops.
Socioeconomic Drought	The effect of demands for water exceeding the supply as a result of a weather-related supply shortfall.

Source: Multi-Hazard Identification and Risk Assessment: A Cornerstone of the National Mitigation Strategy, FEMA

12.2 Location

Drought occurs regularly in the Texas Gulf Basin and is a normal condition. However, droughts can vary greatly in their intensity and duration. On average, a year-long drought takes place somewhere in Texas once every three years and a major drought every 20 years. There is no distinct geographic boundary to drought; therefore, it can occur throughout Texas City.

12.3 Extent

The Palmer Drought Indices are used to measure the extent of drought. The Z Short-Term Conditions Index measures short-term drought on a weekly scale. The Meteorological Drought

Index attempts to measure the duration and intensity of the long-term drought-inducing circulation patterns. Long-term drought is cumulative, with the intensity of drought during the current month dependent upon the current weather patterns plus the cumulative patterns of previous months. The hydrological impacts of drought (e.g., reservoir levels, groundwater levels, etc.) take longer to develop. The Hydrological Drought Index in Table 39 is used to quantify the long term hydrological effects while Table 40 depicts magnitude of drought indices. Future drought events in Texas City may be as bad as D4.

Table 39: Palmer Drought Classification Indices

Drought Index	Drought Condition Classifications						
	Extreme	**Severe**	**Moderate**	**Normal**	**Moderately Moist**	**Very Moist**	**Extremely Moist**
Z index	-2.75 and below	-2.00 to -2.74	-125 to -1.99	-1.24 to +.99	+1.00 to +2.49	+2.50 to +3.49	n/a
Meteorological	-4.00 and below	-3.00 to -3.99	-2.00 to -2.99	-1.99 to +1.99	+2.00 to +2.00	+3.00 to +3.00	+4.00 and above
Hydrological	-4.00 and below	-3.00 to -3.99	-2.00 to -2.99	-1.99 to +1.99	+2.00 to +2.00	+3.00 to +3.00	+4.00 and above

Table 40: Palmer Drought Category Descriptions

Category	Description	Possible Impacts	Palmer Drought Index
D0	Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures; fire risk above average. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered.	-1.0 to -1.9
D1	Moderate Drought	Some damage to crops, pastures; fire risk high; streams, reservoirs, or wells low, some water shortages developing or imminent, voluntary water use restrictions requested	-2.0 to -2.9
D2	Severe Drought	Crop or pasture losses likely; fire risk very high; water shortages common; water restrictions imposed	-3.0 to -3.9
D3	Extreme Drought	Major crop/pasture losses; extreme fire danger; widespread water shortages or restrictions	-4.0 to -4.9
D4	Exceptional Drought	Exceptional and widespread crop/pasture losses; exceptional fire risk; shortages of water in reservoirs, streams, and wells, creating water emergencies	-5.0 or less

Source: National Drought Mitigation Center

Drought is a slow-onset hazards, but over time can have damaging effects on crops, municipal water supplies, recreation, and wildlife. If drought extends over a number of years, the direct and indirect economic impact can be significant.

Drought warnings are issued by the State Drought Preparedness Council, as directed by H.B. 2660, based upon input from NOAA, the Office of the State Climatologist, the U.S. Geological Service, the Texas Water Development Board, Texas Commission on Environmental Quality, and the Texas Agricultural Statistics Service. Warnings utilize five "levels of concern" and take into account assessments of climatology, agriculture, and water availability for each of 10 climatic regions of the state.

Drought is monitored nationwide by the National Drought Mitigation Center (NDMC). Indicators are used to describe broad scale drought conditions across the U.S. Indicators correspond to the intensity of drought. A snapshot of the region from December 2015 is included as Figure 14.

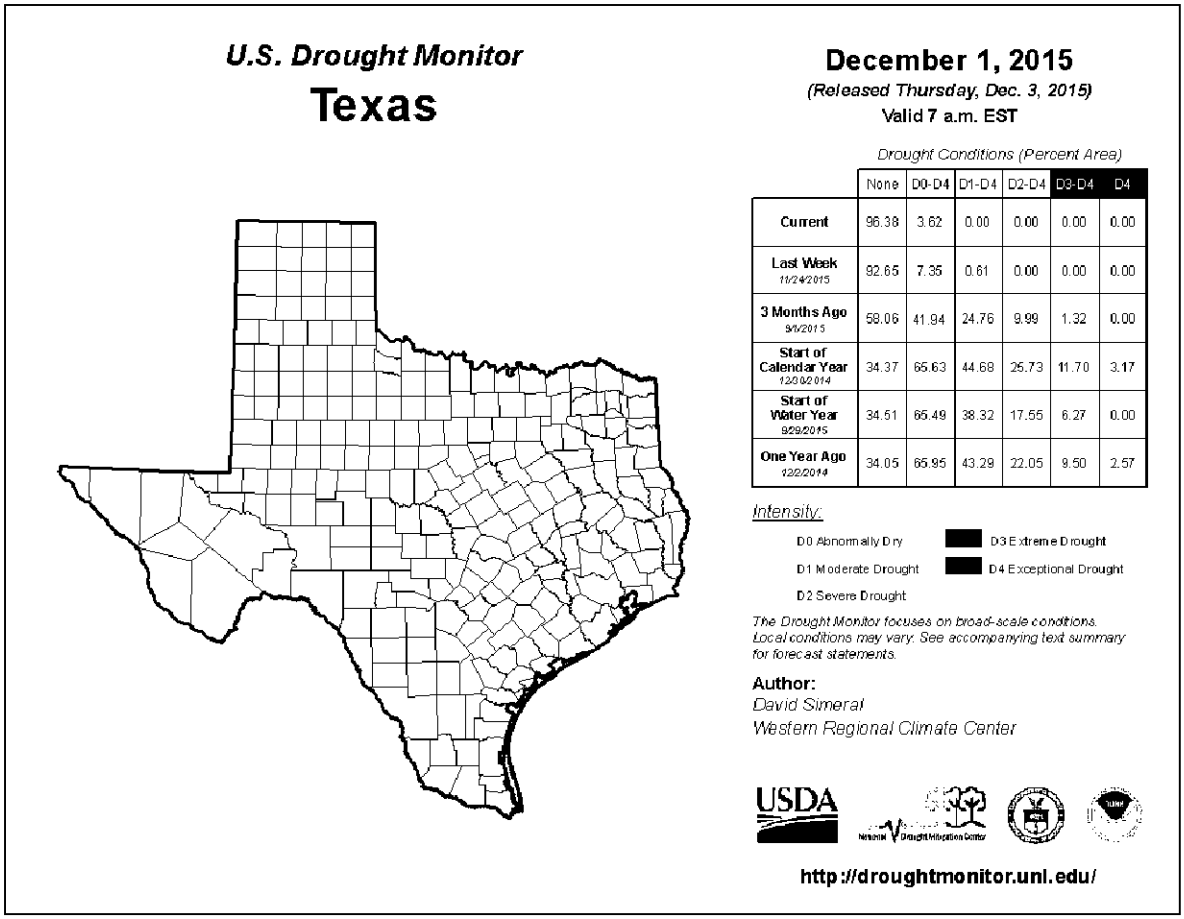


Figure 14: U.S. Drought Monitor Indices, December 2015

12.4 Historical Occurrences

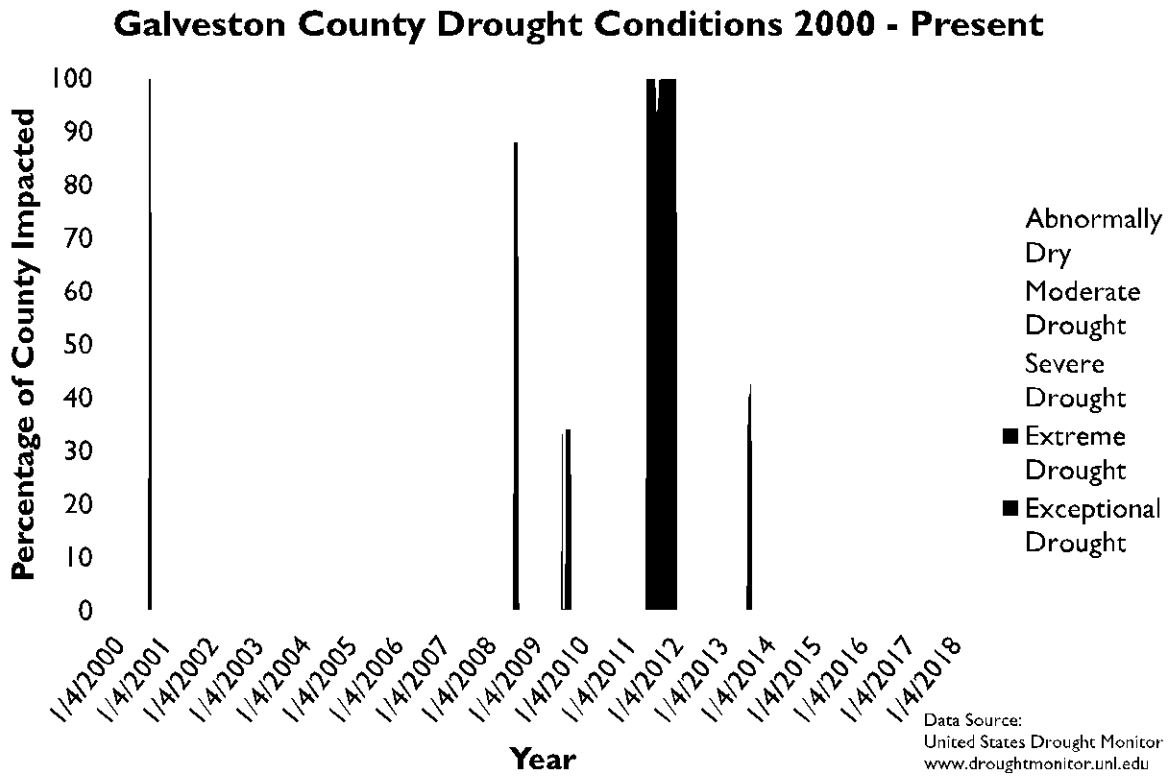


Figure 15: Galveston County Drought History

Although the Galveston County area does not typically experience severe or extreme drought due to its proximity to the coast, it has been affected by key historic events. The NCEI collects drought data on a countywide level and therefore the summary of events provided below include Galveston County and Texas City, followed by a summary of damages sustained in Table 41.

1996 Drought

From April to June of 1996, Southeast Texas, including Galveston County, experienced moderate to severe drought due to below normal precipitation that fell in the winter of 1995 to 1996. Some areas received only about 30 percent of their normal rainfall. Although exact county estimates are not available, total property damage across Southeast Texas reached $2 million with approximately $8 million in agricultural losses.

1998 Drought

Galveston County experienced another period of severe drought in 1998, beginning in May and ending in August. Rainfall levels were nine inches below normal, yet the area experienced temperatures at or above 96 degrees for months. Total crop and property damages reached $8.3 million for the county.

2000 Drought

High heat and dry conditions brought moderate to extreme drought to the area. Rainfall levels were down from 30 to 50 percent from their normal levels for the months of August and September. Wildfires broke out in neighboring counties, and the total crop damages for Southeast Texas were estimated at $102.3 million.

2005 Drought

Texas experienced record drought from 2005 to 2006 with a shortage of rainfall that lasted from May to December. Although the Galveston area was not affected as much as counties in North and Central Texas, it did experience abnormally dry conditions and moderate drought. The statewide drought losses from this event were estimated at $4.1 billion.

2009 Drought

Like the 2005 drought, this period of high heat coupled with a lack of rainfall affected the entire state. The drought began in March and did not lessen in intensity until the fall months of 2009. Galveston County experienced abnormally dry conditions, moderate and severe drought, with conditions improving in October of 2009.

2011 Drought

This drought was the most severe one-year drought on record for the State. Most of the State, including Galveston County, experienced D-4 Extreme Drought conditions. July of 2011 was the warmest month on record statewide; coastal portions of Galveston County did see some relief with slightly lower high temperatures due to the proximity to the Gulf of Mexico.

As reflected in Figure 15 above, varying levels of drought have affected Texas City, since 2000, with the worst conditions occurring between 2011 – 2012. Previous drought conditions have ranged from abnormally dry to exceptional drought.

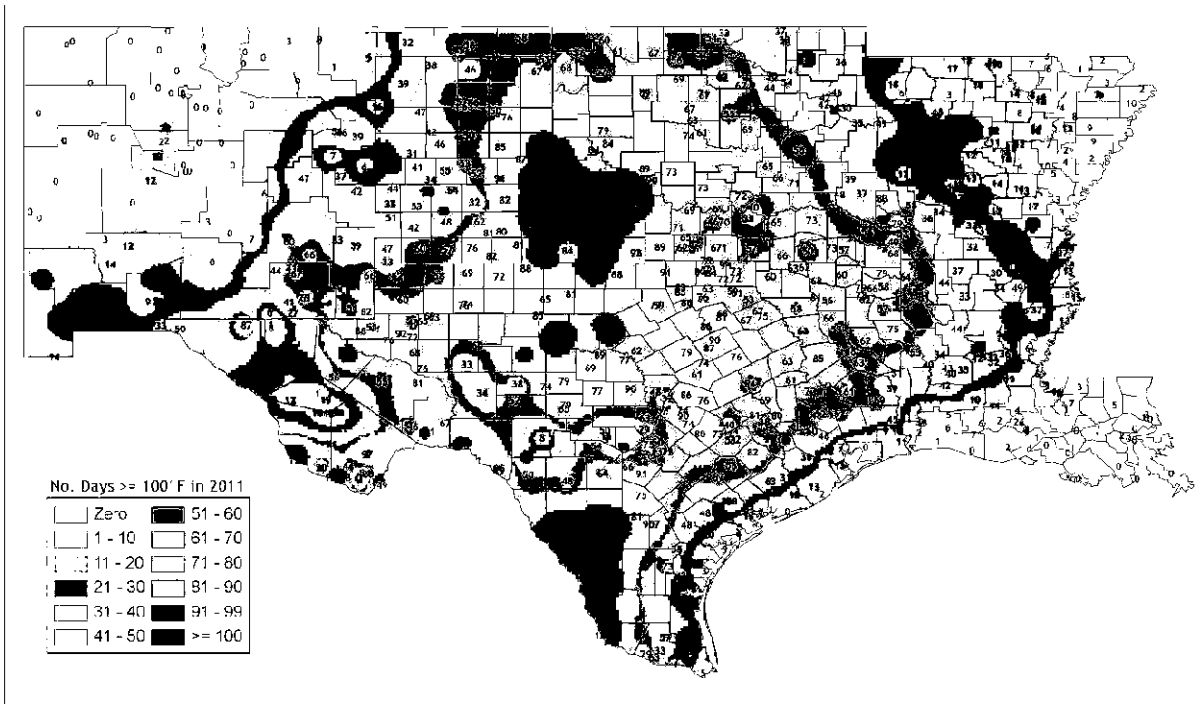


Figure 16: Number of Days with Maximum Temperatures Equaling or Exceeding 100° in 2011

Note: Graphic created by Brent McRoberts, Office of the State Climatologist, from Applied Climate Information System data in the 2011 Texas Drought Briefing Packet.

Table 41: Galveston Countywide Summary of Drought Events

Date	Deaths	Injuries	Property Damage	Crop Damage
April 1, 1996	0	0	0	0
May 1, 1996	0	0	0	0
June 1, 1996	0	0	0	0
May 1, 1998	0	0	0	0
June 1, 1998	0	0	0	0
July 1, 1998	0	0	0	0
August 1, 1998	0	0	$1,000,000	$7,300,000
August 1, 2000	0	0	0	0
September 1, 2000	0	0	0	$102,300,000
Total	**0**	**0**	**$1,000,000**	**$109,600,000**

Source: NCEI

12.5 Probability of Future Events

Based on the historical frequency, it is likely that Texas City will experience at least one drought season in the next five years, with an average of 2 occurring every 6 years (1996-2014). Historical frequencies from 1895 to 1995 reveal that the entire Texas Gulf Coast Basin suffered drought conditions every 10 or 20 years and half of the basin suffered drought every five years.

12.6 Vulnerability Assessment

Because drought has the potential to impact the entire planning area equally, all improved property and the entire population is exposed to this hazard. Foundations of all buildings are vulnerable; however, older structures or those built under less stringent foundation code requirements are most vulnerable. Critical infrastructure like water and wastewater lines, roads, and railroads are also vulnerable. Drought is likely to require increased output from the local power company, TNMP, in order to keep up with electrical demand. Depending on factors like time of year, temperature, and duration, increased electrical demand may cause brownouts that would impact healthcare providers like Mainland Medical Center and area nursing homes. Lower income populations who may not have the resources to buy large quantities of bottled water in the event of a shortage may be more vulnerable than other populations.

Population

As described in Section 3 of Chapter 3 above, Texas City is home to many vulnerable residents. Increased vulnerability may be due to many factors including but not limited to: age, physical ability, financial means, housing type, and housing condition. Many of these vulnerabilities often overlap.

Texas City recognizes that vulnerable populations may need additional help preparing for and recovering from a drought.

Lower income populations who may not have the resources to buy large quantities of bottled water in the event of a shortage may be more vulnerable than other populations.

Residents of sub-standard structures are also of particular concern. Structures in sub-standard condition ahead of a drought may be more likely to suffer additional damages, including irreparable damage to building foundations as soils shift and shrink. Depending on their financial means, these residents may require additional assistance recovering from drought-caused damages.

Critical Facilities

In addition to triggering various components of Texas City's Drought Contingency plan, drought conditions may affect local critical facilities. Area fire departments may see increased demand for controlling wildland fire due to dry conditions. Structural damage to all critical facilities, based on the rarity of previous instances of structural damage, is expected to be limited. However, in the worst cases such damage is possible, and may include cracked building foundations, damages to water and wastewater lines that serve the facilities, and in certain cases, these physical damages may create economic damages for the broader community.

Table 42: Critical Facilities Vulnerable to Drought

Texas City	Potential Drought Impacts			
	Structural Damage	Water / Wastewater Line Damages	Increased Demand for Services	Economic Damages
City Engineer	x	x	x	
City Hall	x	x	x	x
College of the Mainland	x	x	x	x
Fire Station - 1	x	x	x	
Fire Station - 2	x	x	x	
Fire Station - 3	x	x	x	
Fire Station - Main	x	x	x	
Nessler Center / Doyle Convention Center	x	x	x	x

Police Department	x	x	x	
Pump Station A	x	x	x	
Pump Station B	x	x	x	

Vulnerable Parcels

Given drought's geographic reach, all parcels within Texas City are equally vulnerable to the hazard. However, given the limited damages inflicted by previous droughts, future damages are expected to be similarly limited.

Table 43: Parcels Vulnerable to Drought

Jurisdiction	Parcel Count	Estimated Potential Damage Value
City of Texas City	20,330	$4,286,398,656[17]

Vulnerable Infrastructure

Water and Wastewater Systems

Water and wastewater systems rely on underground pipe networks to function properly. During extreme droughts, as the ground shifts and shrinks, these pipes become vulnerable to cracks and breaks.

Damage to water and wastewater systems, especially during a drought, may be severe enough exceed Texas City's ability to immediately fund repairs without outside assistance. Delays to returning these systems to normal functionality will require emergency alternatives.

Road and Railroad Networks

Drought conditions may damage road and railroad networks in various ways. Depending on usage and temperature, as soil shifts and shrinks, roadbeds and railroad beds may subside. In the case of railroads, subsidence may lead to failure. A combination of shifting ground, high temperatures, and heavy usage may cause asphalt roads to become rutted.

[17] Galveston County 2015 CAD Data

The City of Texas City is served by two class one railroads: Union Pacific and Burlington Northern/Santa Fe.

The Texas City Terminal Railway Company operates more than 32 miles of track in Texas City, provides all switching, and connects to the main lines with two switching terminals within six miles of the main classification yard. Damages to the rail lines could be catastrophic if they were to cause a derailment.

Although surface streets may be most vulnerable to drought's effects due to variations in street construction requirements, damages to Interstate Highway 45 and SH 146 would create the greatest impact in the planning area because they also function as hurricane evacuation routes.

12.7 Impact

Infrastructural impacts may include damage to the foundations of all building types. Road and railroad networks in the planning area may be damaged to the point of failure as the ground shifts and shrinks. Local water and wastewater systems may fail due to cracks and breaks in underground tanks and pipe networks.

Economic impacts may include: increased prices for food, unemployment, and reduced tax revenues.

13.0 Wildland Fire (Urban and Rural)

13.1 Description

Wildland fire is defined as any fire burning wildland vegetation-fuels; it includes prescribed fire, wildland fire use, and wildfire. Prescribed fires are planned fires started by land managers to accomplish specific natural resource objectives. Fires that occur from natural causes, such as lightning, that are then used to achieve management purposes under carefully controlled conditions with minimal suppression costs are known as wildland fire use (WFU).

Wildfires are unwanted and unplanned fires that result from natural ignition, unauthorized human-caused fire, escaped WFU, or escaped prescribed fire.

A **wildland-urban interface (WUI) fire** is a wildfire occurring in the wildland urban interface. The WUI is described as the area where structures and other human improvements meet and intermingle with undeveloped wildland or vegetative fuels. Population growth within the WUI substantially increases the risk from wildfire.

Prescribed burning, also known as controlled burning, is the deliberate use of fire under specified and controlled conditions. Prescribed burning is used by forest management professionals and individual landowners to accomplish one or more of the following tasks:

- ***Fuel Reduction*** – The reduction of accumulated grass, weeds, pine needles, and hardwood leaves. This type of vegetation can encourage wildfires in young stands and hinder regeneration of older stands.
- ***Hardwood Control*** – Prevents hardwood trees from competing with pines for nutrients and moisture; impeding visibility and access through the stands; and interfering with natural regeneration in areas better suited for growing pines.

The wildland interface problem has grown due to increases in population, urban expansion, land-management decisions, parks, greenbelts and the ever-present desire to intermingle with nature.

13.2 Location

Figure 17 graphically illustrates the wildfire hazard areas and provides an indication of where there is potential for damage to property and loss of life in Texas City. Figure 18 depicts wildfire threat levels and previous wildfire locations in Texas City.

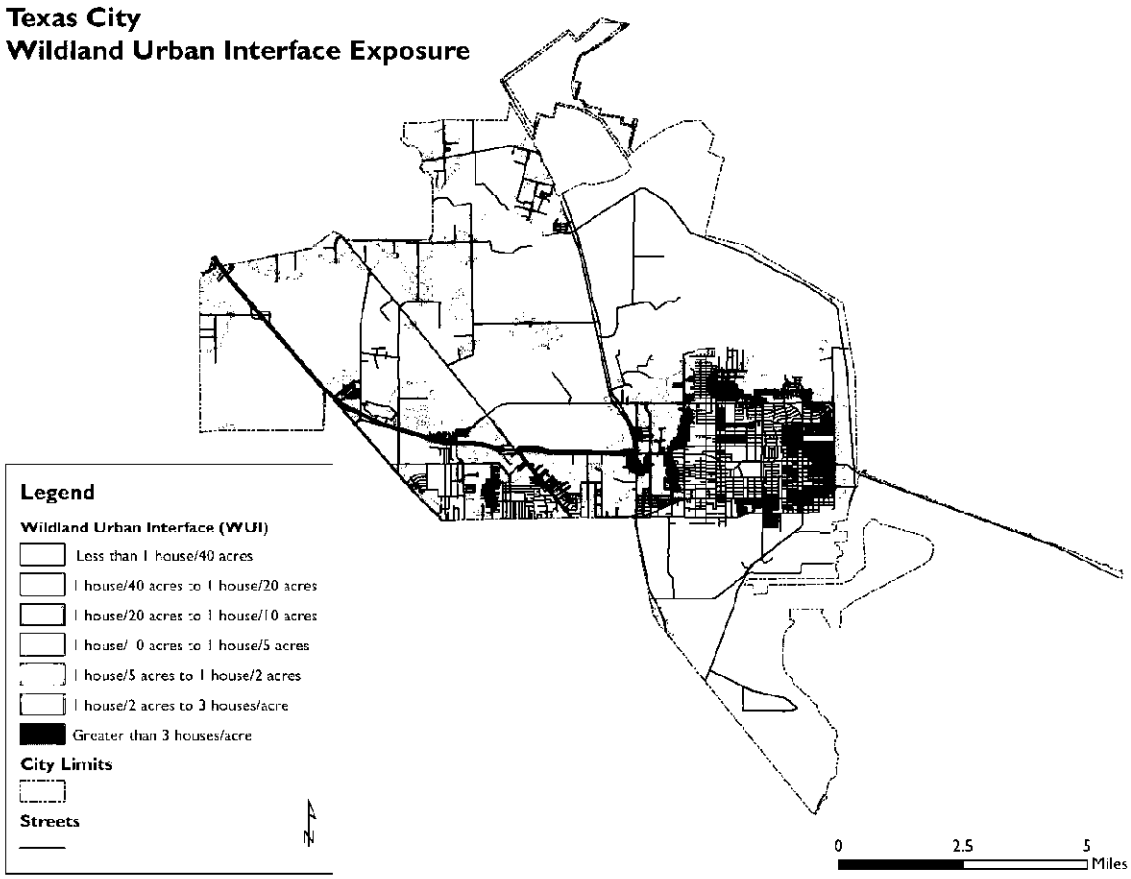


Figure 17: Texas City WUI Exposure

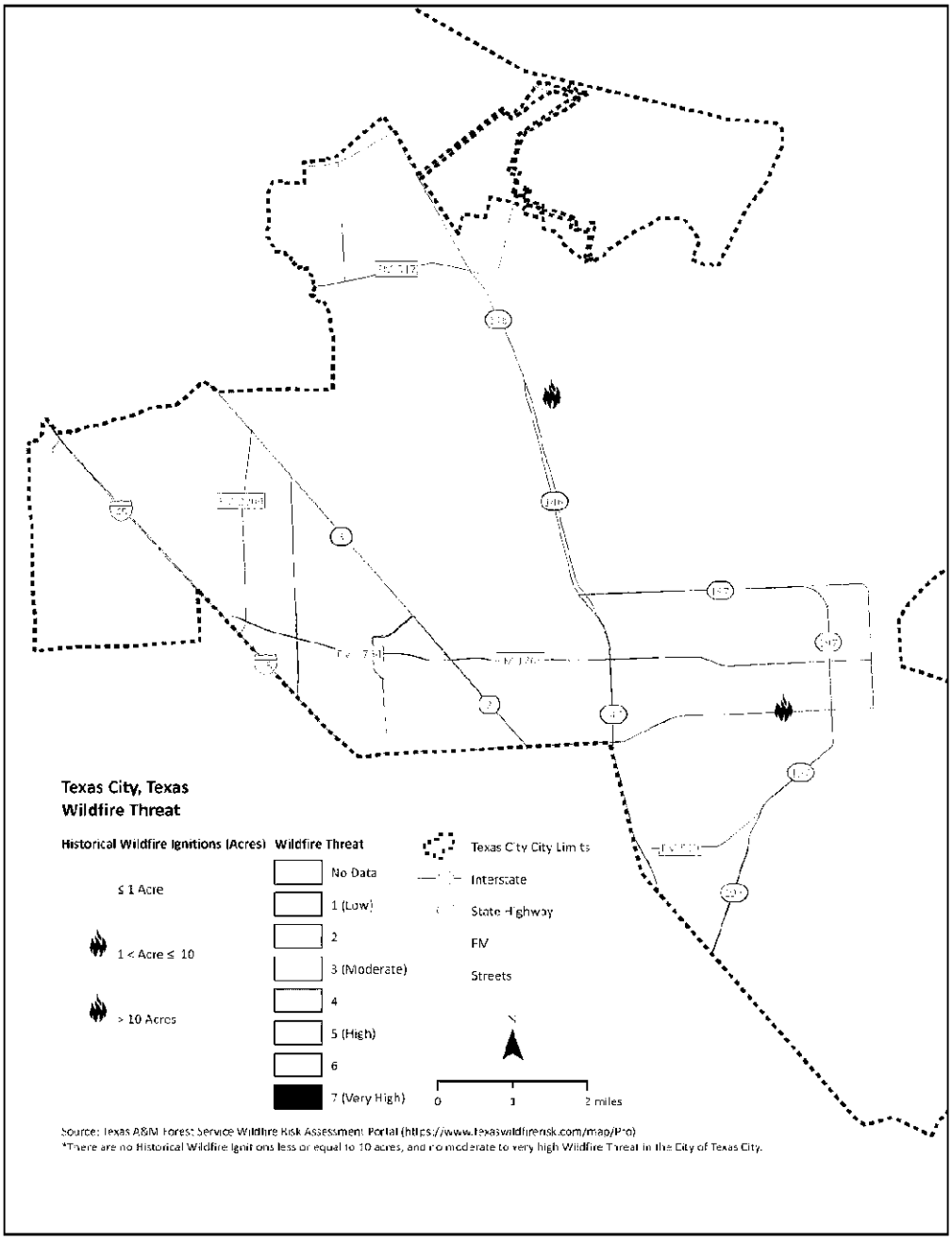


Figure 18: Wildfire Threat Levels and Historic Wildfire Locations

13.3 Extent

Fire risk is measured in terms of magnitude and intensity using the Keetch-Byram Drought Index (KBDI), a mathematical system for relating current and recent weather conditions to potential or expected fire behavior. The KBDI determines forest fire potential based on a water balance, where a drought factor is balanced with precipitation and soil moisture (assumed to have a maximum storage capacity of 8 inches) and is expressed in hundredths of an inch of soil moisture depletion.

Figure 19 represents a current KBDI for the state of Texas with the drought index noted to correspond with the index range as shown in the legend. The drought index ranges from 0 to 800, where a drought index of 0 represents no moisture depletion, and an index of 800 represents absolutely dry conditions. Galveston County, including Texas City, is within the 400 – 500 range. Table 44 provides the fire behavior categories for the four levels defined.

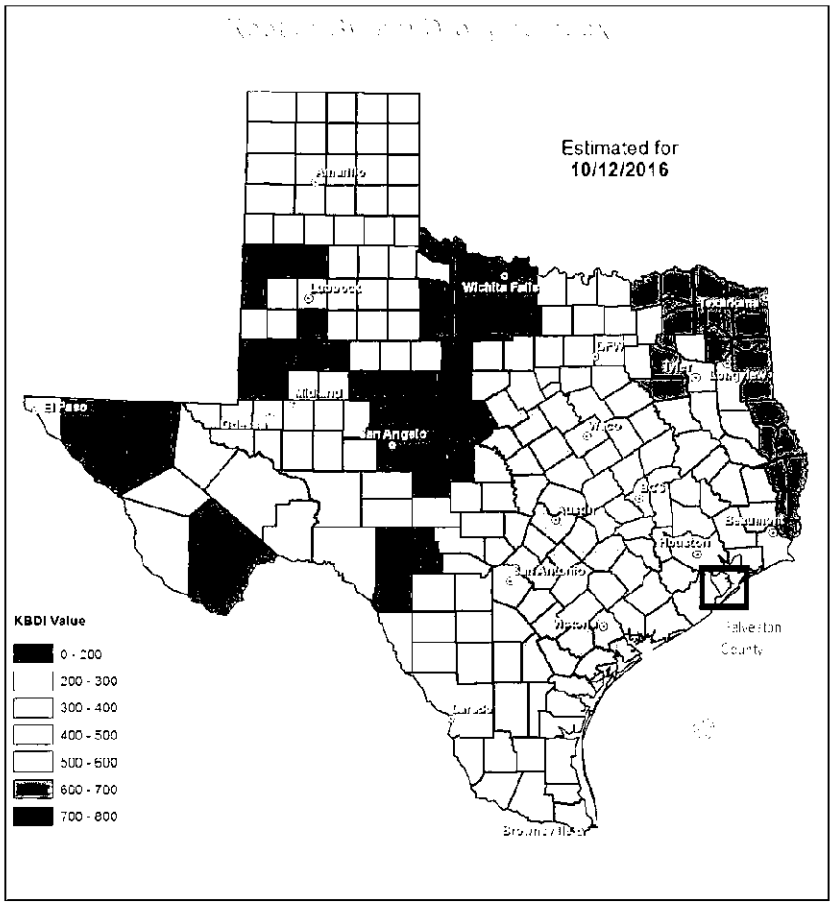


Figure 19: KBDI for the State of Texas (Galveston County Highlighted)

Table 44: Keetch-Byram Drought Index Values for Drought and Fire Potential

KBDI Values	Drought and Fire Potential Information
0 – 200	Soil moisture and large class fuel moistures are high and do not contribute much to fire intensity. Typical of spring dormant season following winter precipitation.
200 – 400	Typical of late spring, early growing season. Lower litter and duff layers are drying and beginning to contribute to fire intensity
400 – 600	Typical of late summer, early fall. Lower litter and duff layers contribute to fire intensity and will burn actively.
600 – 800	Often associated with more severe drought with increased wildfire occurrence. Intense, deep-burning fires with significant downwind spotting can be expected. Live fuels can also be expected to burn actively at these levels.

Texas City can expect future wildfire events that range from 0 to 600 KBDI.

13.4 Historical Occurrences

The Texas A&M Forest Service TxWRAP database was reviewed to collect information about previous wildfires in Texas City.

Table 45: Historical Wildfire Impacts in Texas City

Jurisdiction	Number of Events	Maximum Acres Burned	Property Damage
Texas City	2	200	NA

Texas City has not experienced a wildfire event since 2011.

13.5 Probability of Future Events

Climatic conditions such as severe freezes and drought can significantly increase the probability of wildland fires since these conditions kill vegetation, creating a prime fuel source for these types of fires. The intensity of fires and the rate at which they spread are directly related to wind speed, temperature, and relative humidity.

The threat of wildland fire changes with the season, but given the frequency of previous fires within Galveston County, including Texas City, the probability of future occurrence of a wildland fire is likely within in the next 4-5 years.

13.6 Vulnerability Assessment

Population

As described in Section 3 of Chapter 3 above, Texas City is home to many vulnerable residents. Increased vulnerability may be due to many factors including but not limited to: age, physical ability, financial means, housing type, and housing condition. Many of these vulnerabilities often overlap.

Texas City recognizes that vulnerable populations may need additional help preparing for and recovering from a wildfire.

Residents of mobile homes, specifically those built before HUD's Manufactured Housing and Standards requirements were introduced in 1976, are of particular concern. These structures are more prone to fire and have a higher incidence of occupant death than modern manufactured homes.

Residents of sub-standard structures are also of particular concern. Structures in sub-standard condition ahead of a wildfire, whether due to structural damages, missing windows or doors, holes in exterior walls or the roof, may be less safe during a wildfire than structures in standard condition. Exterior damages may make the homes more prone to fire by more readily exposing flammable materials to flame. Missing windows and other exterior gaps may leave residents and structures prone to smoke inhalation and smoke damage.

All of these issues may increase damages and lead to injuries or loss of life.

Critical Facilities

None of Texas City's critical facilities are located within the wildland urban interface. However, given the density of local development and their proximity to wildland urban interface areas, all are considered vulnerable to the hazard.

Table 46: Critical Facilities Vulnerable to Wildfire

Texas City	Potential Wildfire Impacts				
	Destruction	Partial Destruction	Heat Damage	Smoke Damage	Water Damage
City Engineer	x	x	x	x	x
City Hall	x	x	x	x	x
College of the Mainland	x	x	x	x	x
Fire Station - 1	x	x	x	x	x
Fire Station - 2	x	x	x	x	x

Fire Station - 3	x	x	x	x	x
Fire Station - Main	x	x	x	x	x
Nessler Center / Doyle Convention Center	x	x	x	x	x
Police Department	x	x	x	x	x
Pump Station A	x	x	x	x	x
Pump Station B	x	x	x	x	x

Vulnerable Parcels

Table 47: Parcels Vulnerable to Wildfire

Jurisdiction	Total	Estimated Potential Damage Value
Texas City	8,162	$1,198,151,802

13.7 Impact

Wildland fires are more likely to occur during periods of high wind and low humidity; warning time is minimal to none. Due to the humid climate of the Galveston County planning area, the amount of previous occurrences and the potential property at risk, the impact of an event would be minor with few injuries and minimal property affected, damaged or destroyed.

14.0 Expansive Soils

14.1 Description

Expansive soils are soils that expand when water is added, and shrink when they dry out. This continuous change in soil volume can cause structures to move unevenly and crack and roads and sidewalks to buckle. Soils with a high clay content exhibit high expansive properties. Slab on grade construction is the most susceptible to damage from expansive clays.

14.2 Location

As shown in the maps below, expansive soils exist across Texas City and Galveston County. They have the potential to affect the entire planning area. Areas within Texas City may be more affected by expansive soils depending on both building location and building type.

14.3 Extent

According to the State of Texas Mitigation Plan Update 2013, determining the extent of the expansive soils hazard requires measuring a soil's swelling potential or volumetric swell. To test the soil for these properties, the State outlined the following procedure:

> Soil material is disaggregated and passed through the #4 sieve and then brought to approximately the optimum moisture content (as determined by American Society for Testing and Materials [ASTM-D-1557]). The optimum moisture content equates to approximately 80 to 85% of saturation. After setting for 6 to 30 hours, the moisture-conditioned soil is compacted into a 4-in diameter mold. The moisture content is then adjusted, if necessary, to bring the sample to 50% saturation. A 144 psf surcharge is applied and the sample is wetted and monitored for 24 hours, measuring the volumetric swell. The Expansion Index is calculated as follows:
>
> $EI = 100 \times \Delta h \times F$
>
> Where Δh = percent swell and F = fraction passing No. 4 sieve
>
> The following "ratings" can be accepted examples expected for "extent" when a risk is identified as Expansive Soils:

Table 48: ASTM D4729-11 Expansive Soils Index (in %)

0-20	Very Low
21-50	Low
51-90	Medium
91-130	High
>130	Very High

Texas City instead decided to rely on the county-wide soil studies produced by the United States Department of Agriculture (USDA), Soil Conservation Service[18] as well as the USDA's Web Soil Survey[19] data. The Web Soil Survey in particular offers both soil maps and USDA guidance on soil suitability for various types of development.

For the purposes of this plan, Texas City decided to consider the ratings of Galveston County soils for the construction of both residential dwellings on concrete slab and small commercial buildings.

As shown in Figure 20 below, nearly half (43.8%) of Galveston County contains soils that are "Very Limited" for the construction of dwellings on concrete slab, the State's most prevalent dwelling foundation. Additionally, a small portion (12.5%) of the County's soils are considered "Somewhat Limited" for the construction of dwellings on concrete slab. Texas City is primarily composed of soils that are considered "Very Limited" for the construction of dwellings on concrete slab. The City also contains areas that are considered "Somewhat Limited" as well as areas that have no current rating.

[18] https://www.nrcs.usda.gov/Internet/FSE_MANUSCRIPTS/texas/jimwellsTX1979/jimwells.pdf
[19] http://websoilsurvey.nrcs.usda.gov/app/

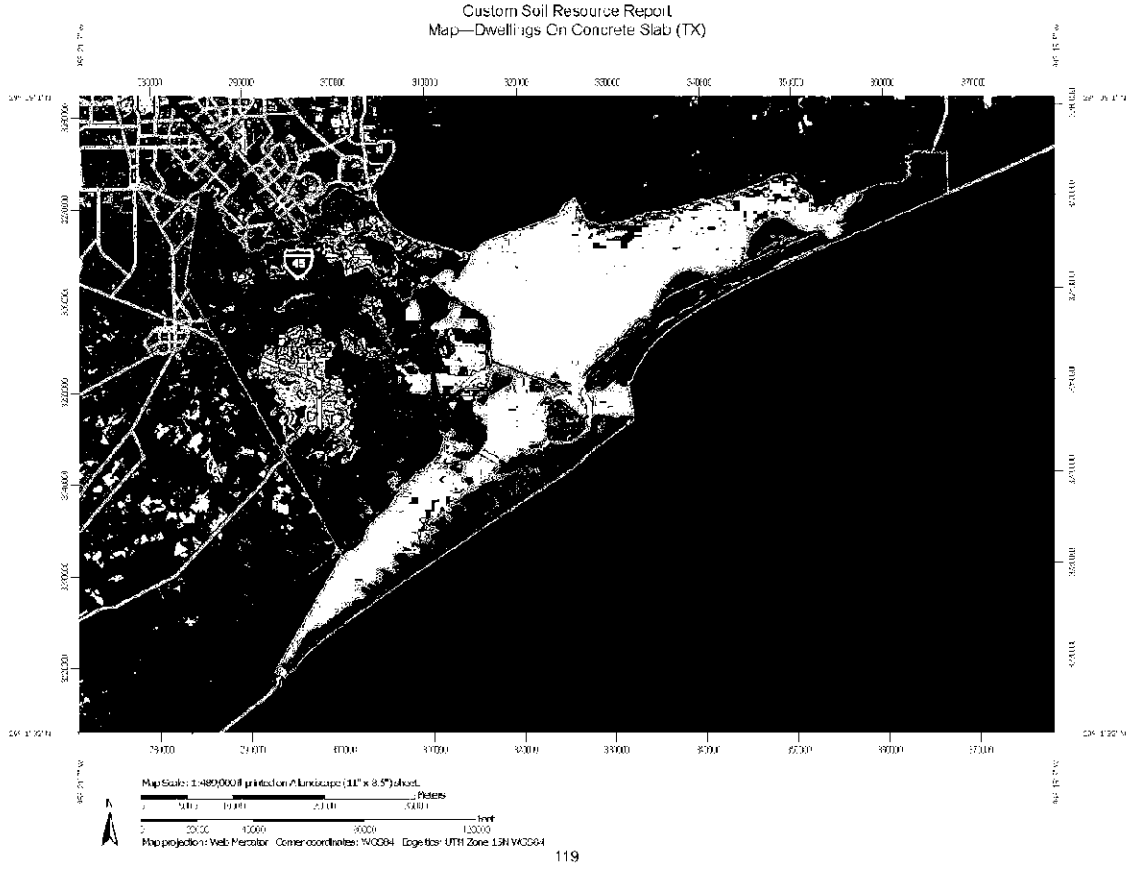
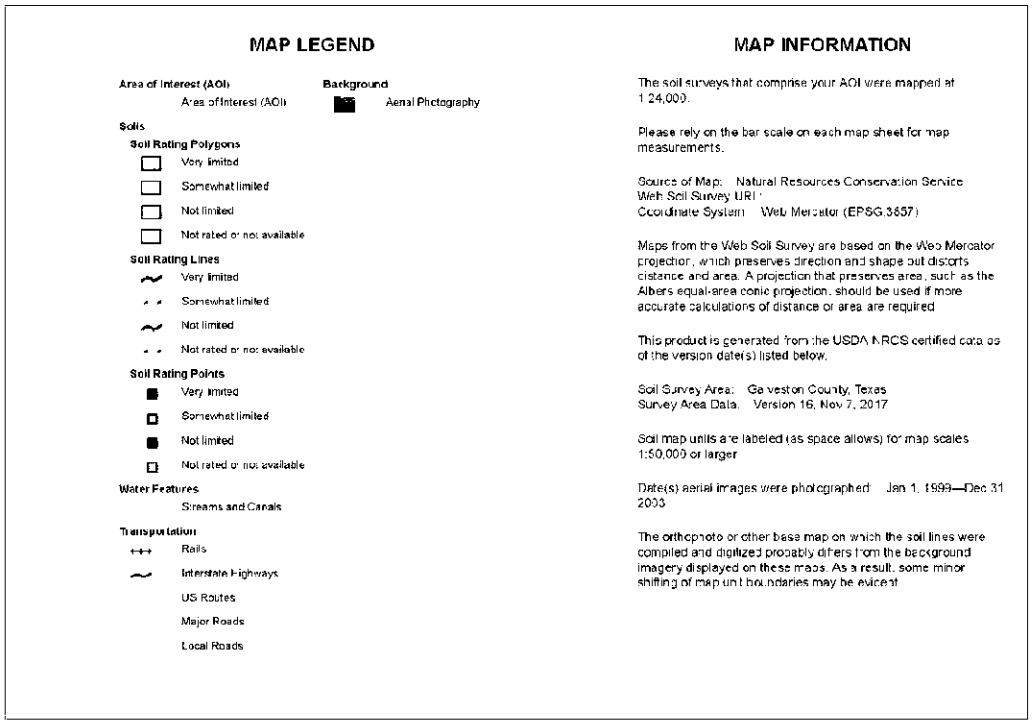


Figure 20: Galveston County Soil Ratings for the Construction of Dwellings on Concrete Slab



Figure 21: Texas City Limits on Galveston County Soil Ratings for the Construction of Dwellings on Concrete Slab

Custom Soil Resource Report



As shown in Figure 22 below, Galveston County, including Texas City, is primarily comprised of soils that are "Very Limited" (55.2% of the County) for the construction of small commercial buildings, defined as structures less than three stories high, without basements, and constructed on foundations consisting of spread footings or reinforced concrete built on undisturbed soil at a depth of 2' or at the depth of maximum frost penetration, whichever is deeper.

The areas considered very limited for the construction of small commercial buildings are spread throughout the planning area.

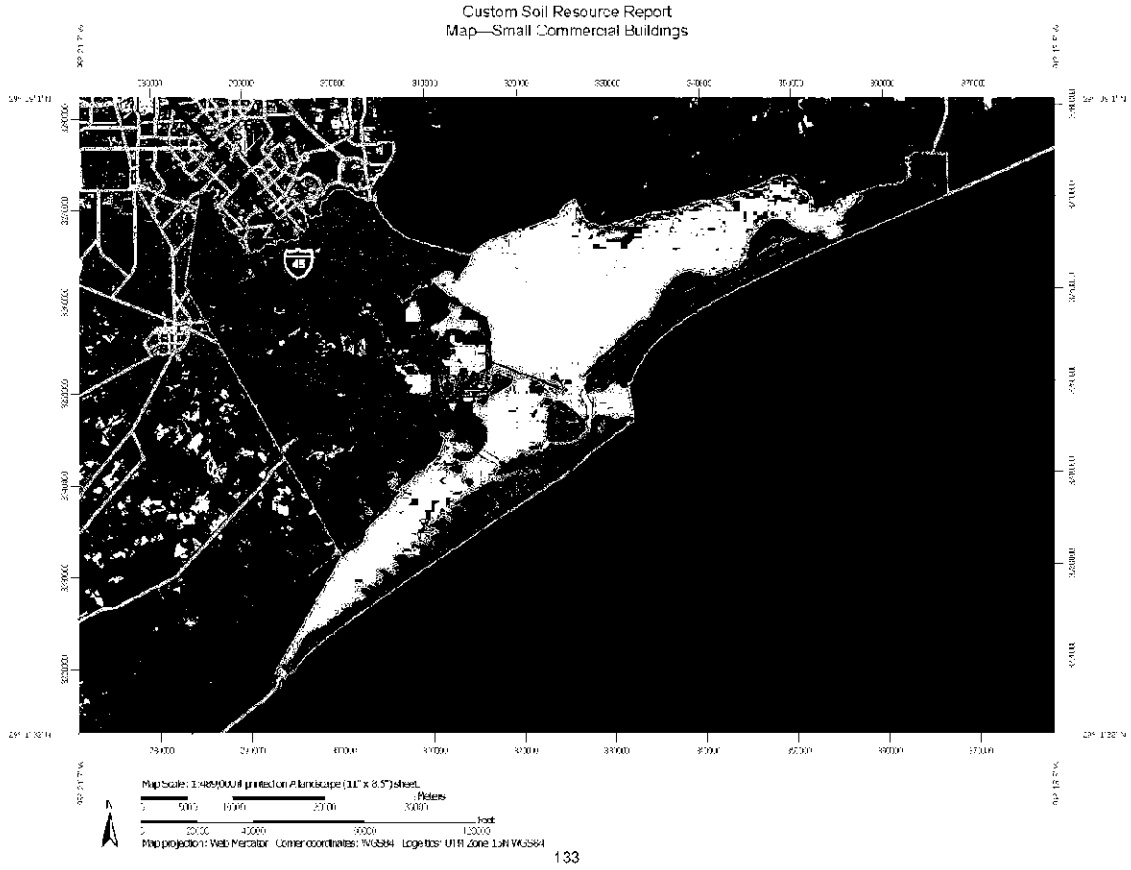
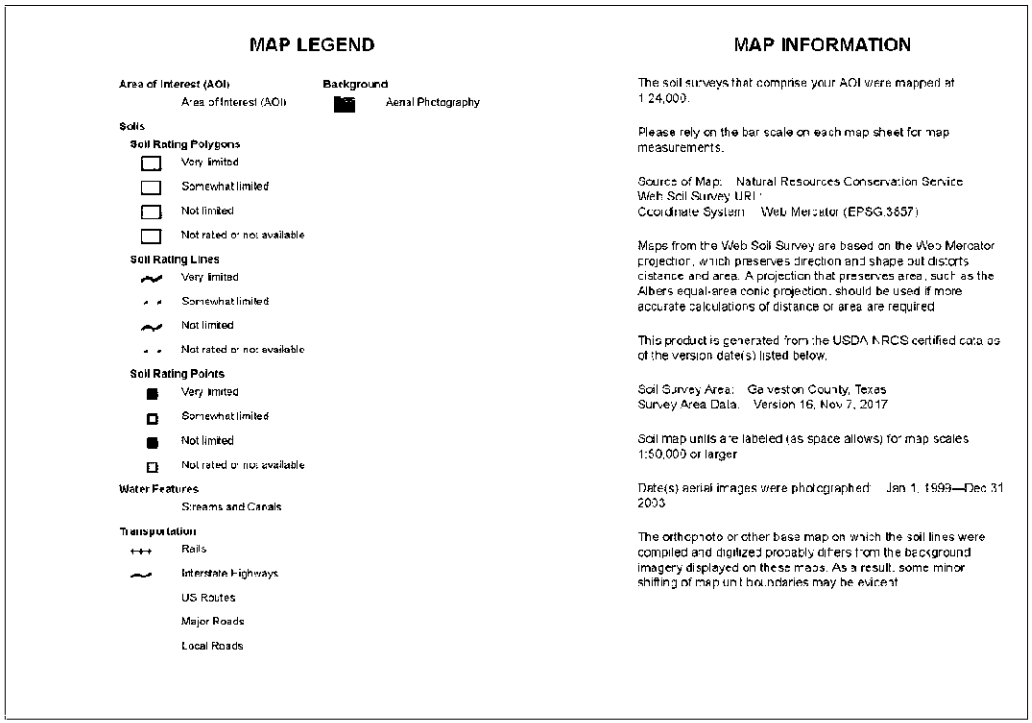


Figure 22: Galveston County Soil Ratings for the Construction of Small Commercial Buildings



Figure 23: Texas City Limits on Galveston County Soil Ratings for the Construction of Small Commercial Buildings

Custom Soil Resource Report



14.4 Historical Occurrences

There were no documented losses due to expansive soils for Galveston County, including Texas City. Sources verified included the USGS, GCOEM, Texas General Land Office, and NCEI. However, the planning team has determined that the hazard is known to affect structures and infrastructure in the planning area. Moving forward, Texas City will make an effort to track instances of damages due to expansive soils to begin developing a comprehensive history of the hazard and its effects.

14.5 Probability of Future Events

Galveston County receives approximately 50 inches of rain annually. Given the high average annual rainfall and the areas propensity for drought, expansive soils will likely continue to impact the areas with a high expansive soil rating found in Texas City.

14.6 Vulnerability Assessment

The entire planning area is exposed to expansive soils to varying degrees based on both soil type and building type, as shown in Figures 20-23 above. At this time, given the combination of the hazard's ability to inflict unpredictable damages, the lack of officially reported data, and the diversity of building ages, types, and foundations in Texas City, it's unfeasible to identify which buildings, infrastructure, and critical facilities are vulnerable to damages significant enough to interrupt or stop normal operations. Therefore, all are considered equally vulnerable to the hazard.

Critical Facilities

Table 49: Critical Facilities Vulnerable to Expansive Soils

Texas City	Potential Expansive Soil Impacts			
	Structural Damage	Water / Wastewater Line Damages	Increased Demand for Services	Economic Damages
City Engineer	x	x	x	
City Hall	x	x	x	x
College of the Mainland	x	x	x	x
Fire Station - 1	x	x	x	
Fire Station - 2	x	x	x	
Fire Station - 3	x	x	x	
Fire Station - Main	x	x	x	
Nessler Center / Doyle Convention Center	x	x	x	x
Police Department	x	x	x	

Pump Station A	x	x	x	
Pump Station B	x	x	x	

Vulnerable Parcels

Table 50: Parcels Vulnerable to Drought

Jurisdiction	Parcel Count	Estimated Potential Damage Value
City of Texas City	20,330	$4,286,398,656[20]

[20] Galveston County 2015 CAD Data

Vulnerable Infrastructure

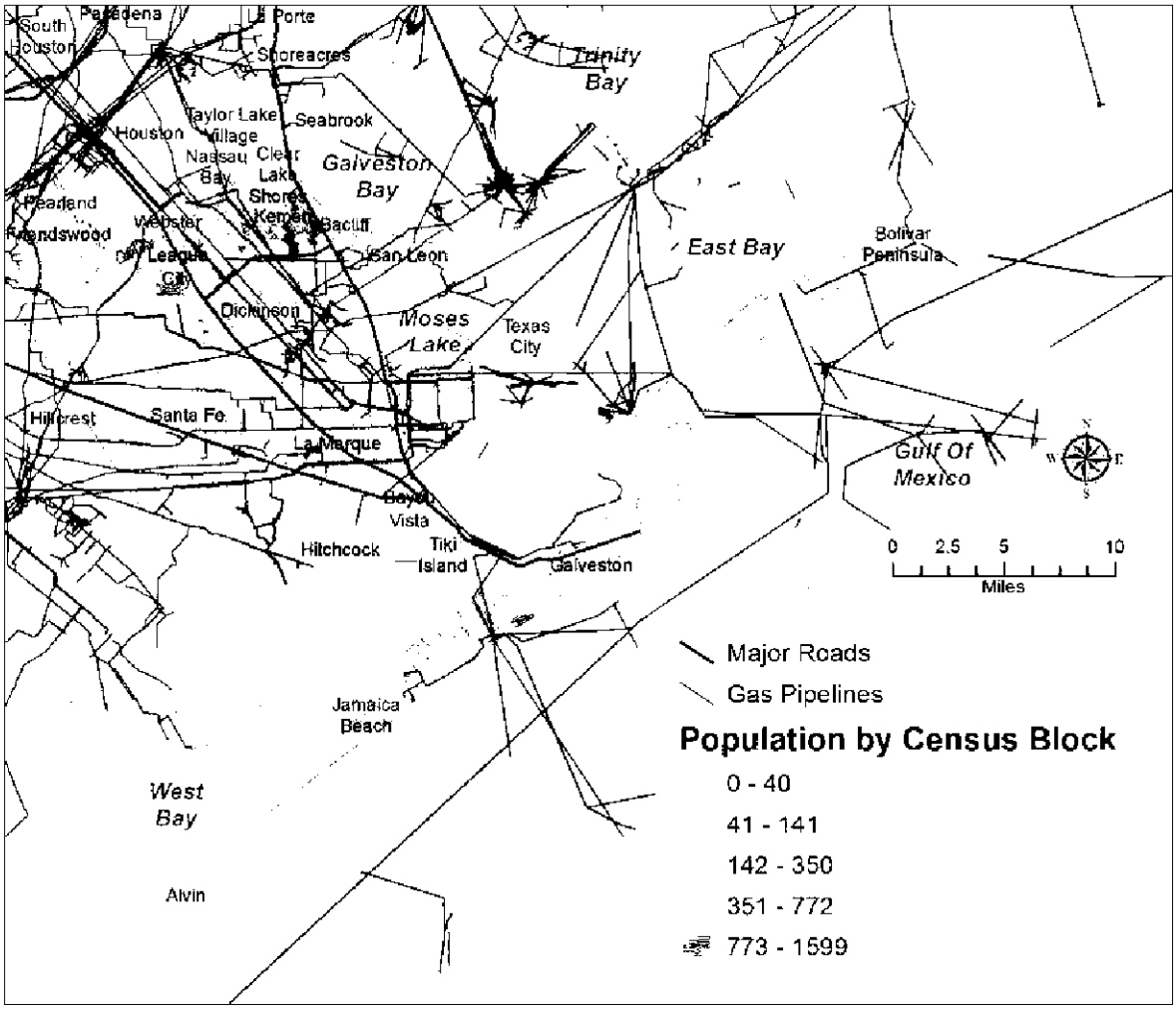


Figure 24: Planning Area Gas Pipelines

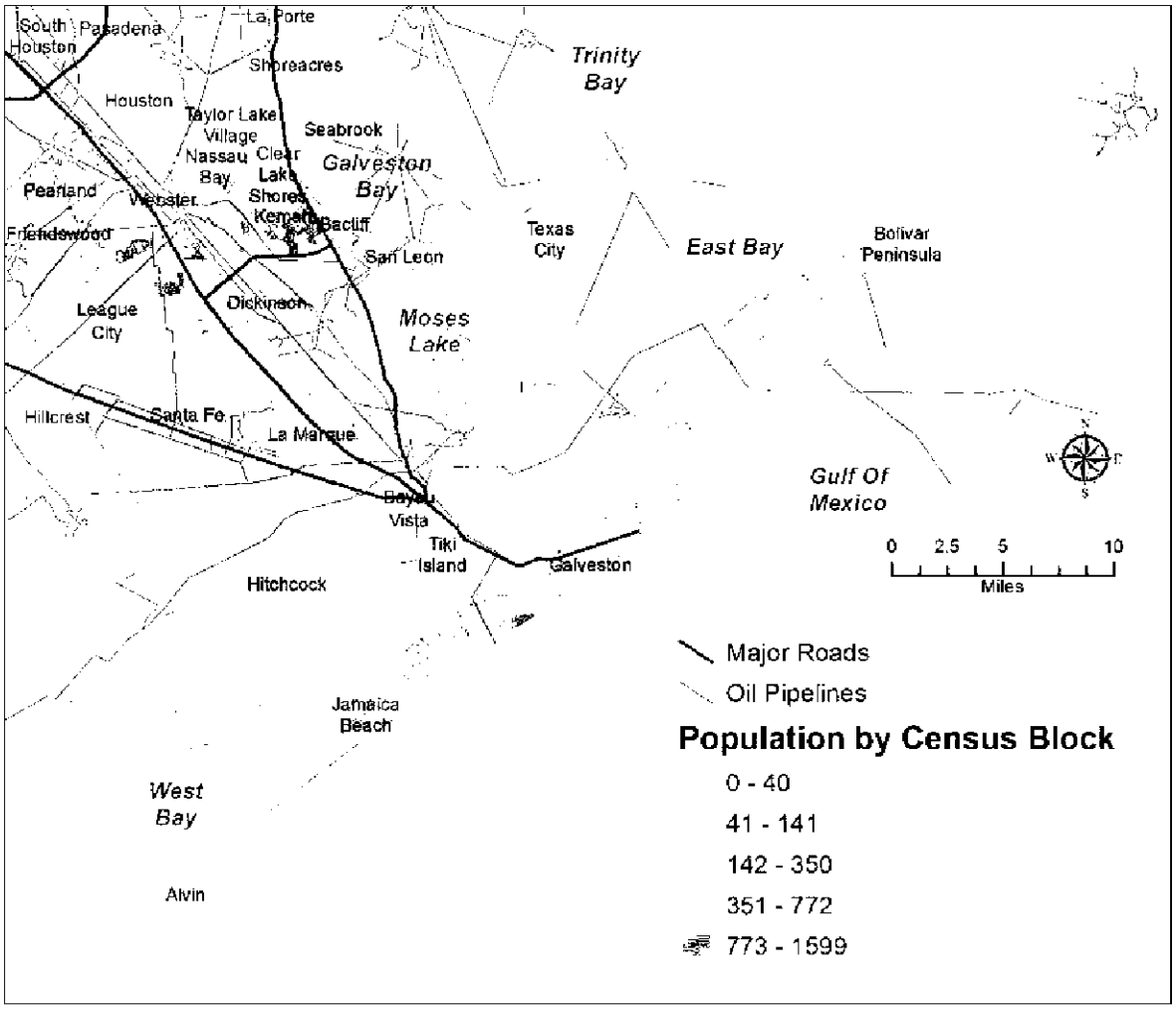


Figure 25: Planning Area Oil Pipelines

14.7 Impact

The potential impact of expansive soils in Texas City is unknown at this time. Future hazard events are expected to result in few, if any, injuries.

However, as outlined in the State of Texas Mitigation Plan Update 2013, the combination of expansive soils and Texas homebuilders' propensity for installing concrete slab foundations, often results in cracked foundations that can literally halve a home's value. In such cases, economic losses are not limited to those borne by the homeowner. Instead, halved property values result in lower property values, and therefore, lower property tax revenues.

Potential ripple effects make it difficult to estimate how wide-reaching expansive soils' impact could be. Under the right circumstances, expansive soils may wreak havoc on local economies by depleting homeowners' bank accounts and decimating municipal budgets. In the worst cases, building owners may choose to walk away, rather than make costly repairs, thus saddling local governments with abandoned properties and the incumbent challenges they pose.

15.0 Dam and Levee Failure

15.1 Description

Dam

Dams are water storage, control, or diversion structures that impound water upstream in reservoirs. Dam failure can take several forms, including a collapse of, or breach in, the structure. While most dams have storage volumes small enough that failures have few or no repercussions, dams storing large amounts can cause significant flooding downstream. Dam failures can result from any one, or a combination, of the following causes:

- Prolonged periods of rainfall and flooding, which cause most failures;
- Inadequate spillway capacity, resulting in excess overtopping of the embankment;
- Internal erosion caused by embankment or foundation leakage or piping;
- Improper maintenance, including failure to remove trees, repair internal seepage problems, or maintain gates, valves, and other operational components;
- Improper design or use of improper construction materials;
- Failure of upstream dams in the same drainage basin;
- Landslides into reservoirs, which cause surges that result in overtopping;
- High winds, which can cause significant wave action and result in substantial erosion; and
- Destructive acts of terrorism.

Benefits provided by dams include water supplies for drinking, irrigation and industrial uses; flood control; hydroelectric power; recreation; and navigation. At the same time, dams also represent a risk to public safety. Dams require ongoing maintenance, monitoring, safety inspections, and sometimes even rehabilitation to continue safe service.

In the event of a dam failure, the energy of the water stored behind the dam is capable of causing rapid and unexpected flooding downstream, resulting in loss of life and great property damage. A devastating effect on water supply and power generation could be expected as well. The terrorist attacks of September 11, 2001, generated increased focus on protecting the country's infrastructure, including the safety of dams.

Levee

Levees (also "floodwalls") are human-made structures designed to contain, control or deflect the flow of water to provide protection from temporary flooding. Levees usually protect from seasonal flooding, and may be subject to water loading for periods of only a few days or weeks each year.

Many of the nation's levees were first put in place by farmers to protect agricultural areas from frequent flooding. They date back as much as 150 years, but in that time, land use has changed and development has taken place where these farms were once located. Levees are earthen berms and/or concrete walls built to keep storm surge or other water from flooding the land behind it and can decay over time. Accurate mapping of the risks of flooding behind levees depends on knowing the condition and level of protection the levees provide.

15.2 Location

Dam

The state of Texas currently lists 7,126 non-federal dams. According to the American Society of Civil Engineers-Texas Section Report Card (2012), there are 1,046 high hazard dams in Texas. The state of Texas has more dams than any other state in the Union (See Figure 26).

According to the National Inventory of Dams, there is one major dam in Galveston County, which is the Galveston County Water Reservoir Dam located at Dickinson Bayou in Texas City This dam, operated and maintained by the Gulf Coast Water Authority, is classified as a "High" hazard dam. Texas City and the neighboring jurisdictions of Clear Lake Shores, Kemah, La Marque, and unincorporated areas of Galveston County could be impacted should this dam experience a breach. Figure 27 provides the location of the dam in relation to these communities.

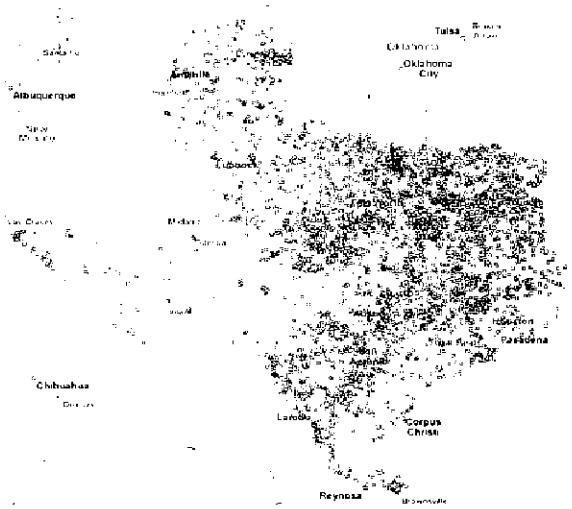
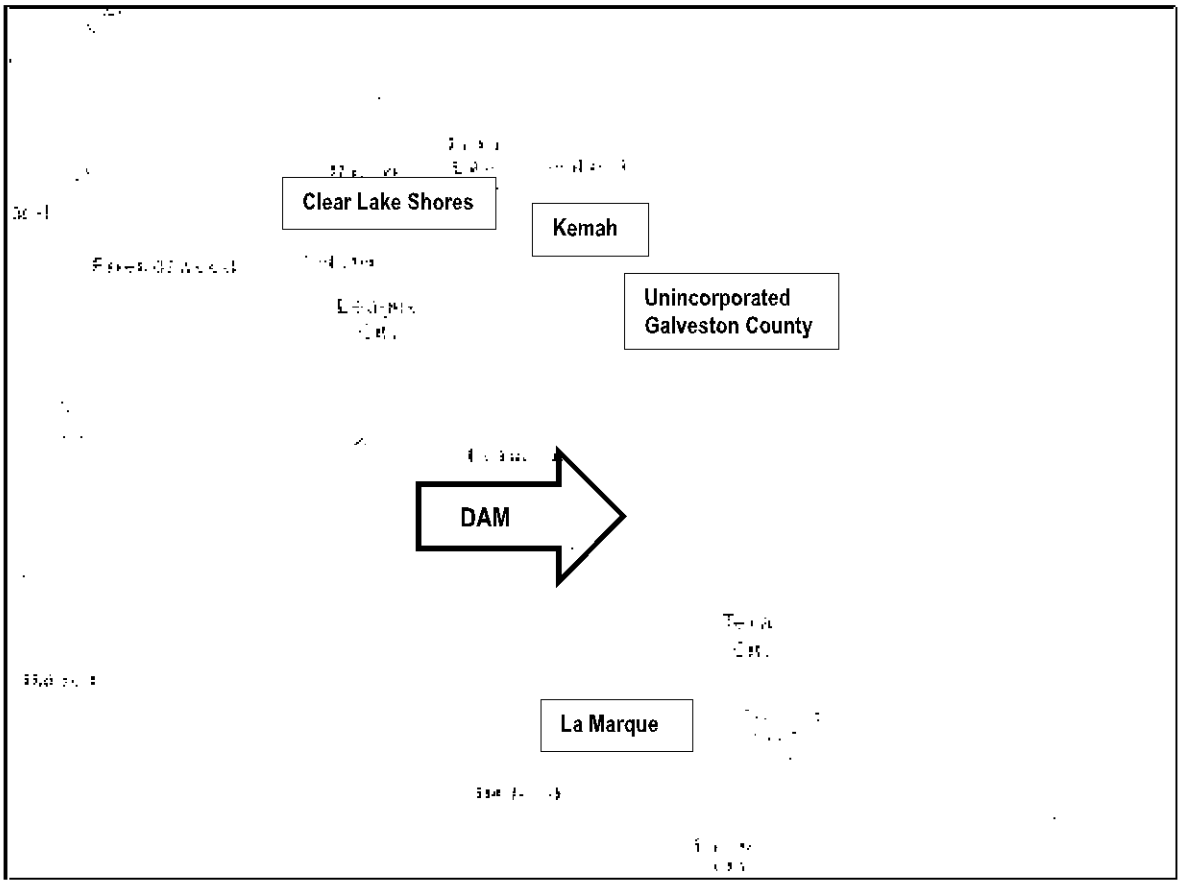


Figure 26: Location of Texas Dams

Data Deficiency

The US Army Corp of Engineers is developing a study to determine the potential location, extent, and impact of a breach from the

Galveston County Water Reservoir Dam and levee system. This study is expected to be completed in 2018 and will include a projected inundation area map. The location of the inundation area is not known at this time. Details regarding the data deficiency are provided on page 15-5.



National Geospatial-Intelligence Agency (NGA); Delta State University; Esri | scott.mcafee@fema.dhs.gov | Texas Parks & Wildlife, Esri, HERE, DeLorme, USGS, NGA, EPA, USDA, NPS

Figure 27: Galveston County Water Reservoir Dam Area

Levee

The Galveston County hurricane flood protection levee protects the cities of Texas City and La Marque and their more than 50,000 residents and almost $7.5 billion of property, which represents more than 40 percent of Galveston County's tax base.

The levee is comprised of 15.7 miles of an earthen berm and 1.3 miles of concrete wall, offering a total of 17 miles of protection. Hurricane flood protection efforts in the Texas City area began in 1928 when some 13,500 feet of earthen levees were constructed by Galveston County in the

general area of the port and industrial section of Texas City. These levees reached an elevation of about 14.5 feet. In 1932, construction began on an additional 8,300-foot-long concrete wall and a 3,800-foot-long earthen levee. Both of these structures were built to an elevation of 12.5 feet. The Texas City/La Marque Hurricane Flood Protection Levee has numerous appurtenant structures. The project is designed to provide protection for about 36 square miles of residential and industrial development from tropical hurricanes of magnitudes up to and including a Standard Project Hurricane Tide of 15 feet. The location and potential impact for the levee are displayed in Figure 28.

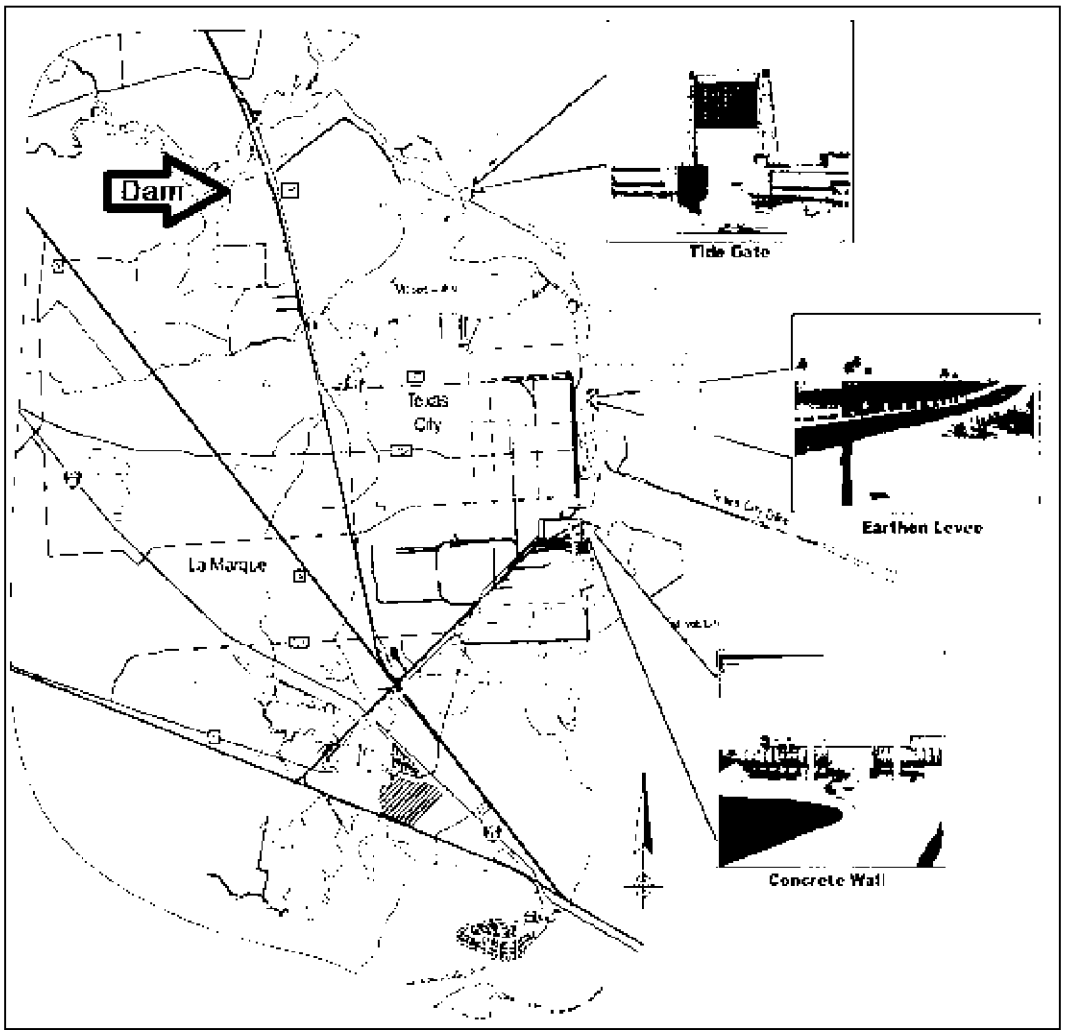


Figure 28: Map of the Texas City/La Marque Hurricane Flood Protection Levee System

15.3 Extent

Data Deficiency

The US Army Corps of Engineers and URS Group, Inc. completed two Project Information Reports (PIR) on the Texas City Levee and Galveston Seawall following Hurricane Ike in Jan 2009. The PIRs examined the dam and levee damages from the storm and surge as well as the extent of flooding in the surrounding areas caused by the failure of the structures. When Hurricane Ike made landfall in Galveston County on September 13, 2008, it brought a storm surge of 15+ feet above mean sea level. The combined storm surge and wave action from Hurricane Ike caused costly damages to the dam and levee. The Corps of Engineers reported that failure to repair these prior to the next hurricane season would increase the risk of structural failure during a significant storm event and threaten the protected community and property. Although both structures needed (and received) repairs due to the hurricane, both served their purposes during the surge and protected the communities they were built to support. **While the dam and levee benefited the areas in close proximity to the structures since neither failed, the Corps is in the process of researching the location, extent, and impact if either the dam or levee completely fails and will release the information in 2018. They are unable to release the information during this plan update because it's still changing significantly but it will be reviewed and implemented as appropriate in accordance with mitigation actions GC-2016-11, CLS-2016-5, K-2016-6, and LM-2016-6 (see Section 21 for details).**

Best available data is presented below to describe the general observation of extent for dam/levee failure.

Dam

Effective January 1, 2009, the Texas Commission on Environmental Quality (TCEQ) adopted the revised dam classifications as shown in Table 51. The new classifications place a greater emphasis on high and significant hazard dams. Now a significant classification indicates a probable loss of life, whereas before no loss of life was expected in the event of dam failure. A High Hazard dam breach is now indicative of an expected loss of life of seven or more persons versus a probable chance in pre-2008 classifications.

The Galveston County Water Reservoir Dam is of a homogeneous earth-fill construction with a maximum height of 14 feet and a length of 25,281 feet. The reservoir has a maximum capacity of 11,368 acre feet. Normal storage is 7,360 acre feet with approximately 859 acres of water surface at the elevation of 18.2 feet above mean sea level. Based on the classifications provided in Table 51, the damages to Clear Lake Shores, Kemah, La Marque and Galveston County could result in minor

injuries with possible loss of life (although not expected). Economic losses could be considerable due to the effect a breach may have on the local water supply and the critical facilities located nearby.

Table 51: Dam Size and Hazard Classifications

Size Classification		
Small	Less than 1,000	Less than 40
Intermediate	1,000 to 49,999	40-99
Large	50,000+	100+
Hazard Classification		
Low	None expected	Minimal
Significant	Possible, but not expected	Appreciable
High	Expected	Excessive

Source: http://www.damsafety.org/media/Documents/PDF/TX.pdf

Levee

For levees in the federal system, FEMA relies on the expertise of the USACE and the levee inventory they are developing to determine the appropriate range of flood risk designation to use in re-mapping flood risk on the Flood Insurance Rate Map (FIRM). Information for the inventory is coordinated with the local community and levee owners. For levees not in the federal system, FEMA will coordinate with the impacted community and the levee owner.

While levees reduce the chance of flooding from certain designed events, no levee completely eliminates the risks associated with flooding as levees are designed to provide a specific level of protection and can be overtopped or fail during flood events that exceed the design storm. Table 52 depicts the range of protection that levees provide.

The Texas City levee is considered to be an Accredited Levee, designed to protect to the one percent flood event. Therefore, the levee can protect Texas City against a storm surge range up to 15 feet with waves reaching eight feet high.

Table 52: Levee Classifications/Range of Protection

Classification	Description	Area of Protection/Inundation
Accredited Levees	If a levee meets the criteria and the necessary data and documentation are provided to FEMA, the FIRM will show the area behind the levee as protected from the base flood and it will be mapped as a moderate-risk zone.	Area protected on FIRM/DFIRM – shaded Zone X (area of low to moderate risk)
Provisionally Accredited Levees	If community officials and levee owners reasonably believe a levee system provides protection from the base flood but documentation is not promptly available, this interim designation will allow up to two years for communities to submit documentation and levee certification to FEMA.	Area protected by levee on DFIRM will be mapped as shaded Zone X
Non-accredited	If the levee does not meet the regulatory protection criteria of 44 CFR Section 65.10, then the FIRM will show the area behind the levee as a high-risk zone, or SFHA.	The area of inundation will be shown as a Zone A or AE

15.4 Historical Occurrences

Due to the nature of their construction, both levees and dams are susceptible to decay and deterioration over time and require regular and proper maintenance. However, to date, there has been no historical occurrence of dam or levee failure in the planning area nor any reports of mis-operation of the flood gate located at the water reservoir dam to impact the planning area, including Texas City. In fact, the Texas City/La Marque Hurricane Flood Protection Levee performed as expected and was not damaged during Hurricane Ike in 2008 or Hurricane Harvey in 2017.

15.5 Probability of Future Occurrences

Based on the lack of historical incidents or previous occurrences of dam failure for the Galveston County Water Reservoir Dam (high hazard classification), the probability of a future occurrence of dam failure is unlikely within the next ten years for the planning area, including Texas City.

While Bolivar Peninsula was devastated during Hurricane Ike, the Hurricane and Flood Protection Levee in Galveston County held strong and fared well. Currently, the levee protects Texas City and La Marque from a 15-foot storm surge plus the additional height of waves on top of the surge. This

is equivalent to a strong category 3 or low category 4 storm. The probability of a future occurrence of levee failure is unlikely within the next ten years for the planning area.

15.6 Vulnerability Assessment

Dam and Levee System Failure

The primary purpose of the levee is to protect the local area from a hurricane surge or extreme tidal event. The dam is the western side of the water reservoir, and it also prevents saltwater from entering through Dickinson Bayou on the northwestern side of the dam and levee system.

If the dam and levee system failed to retain the reservoir of fresh water, La Marque and Texas City would be impacted by the freshwater release, and the cascading effect would be the loss of a local water supply for most jurisdictions and local business in the area.

Should the flood gate at the water reservoir fail, Clear Lake Shores, Kemah, and Galveston County could suffer economic loss due to flooding in lower areas of these communities.

If the levee failed independently of the dam, a saltwater intrusion of flood water would occur and inundate La Marque, Texas City, and the industrial complex within the area.

Particularized dollar losses in terms of annualized loss-estimates for dam and levee failures are not available. Therefore, a breakdown is not available for potential dollar losses of critical facilities, infrastructure, and lifelines, or hazardous-materials facilities.

Due to the importance of the area in the overall economy, particularly with regard to supplying our nation with fuel, Galveston County and adjacent communities and partners are reconsidering whether they should be protected by a levee that will withstand a 20-foot storm surge.

A topographic map showing the general area of impact for dam and levee failure in Texas City is provided as Figure 29.

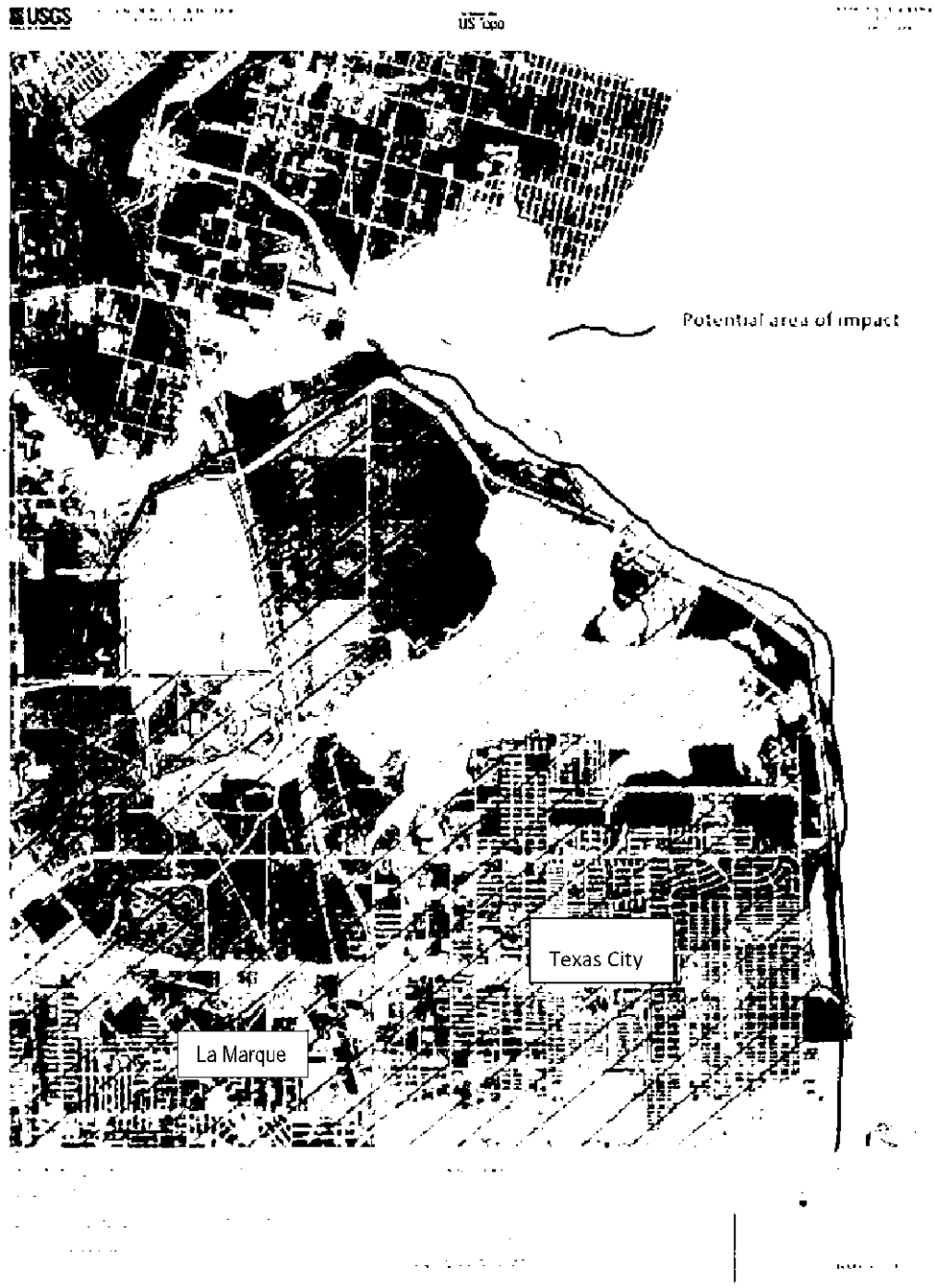


Figure 29: USGS Topographic Map – Area of Impact–Dam/Levee Failure

15.7 Impact

Dam Failure

Failure of the dam and levee system is an unlikely event. However, major industrial, commercial, and residential infrastructure and facilities are in the immediate area and immediately Southeast of the dam and inside of the overall dam and levee system. If a failure occurred at the dam in Texas City, the immediate impact on the planning area would be minor, meaning injuries or illness would not result in permanent disability, critical facilities could be shut down for more than a week, and more than ten percent of property could be destroyed or suffer major damage. However, the impact on the local water supply would be significant considering that only Friendswood and League City utilize water from other sources.

Levee Failure

Although there has not been a previous occurrence of a levee failure in the area, the potential impact would be major. Critical facilities could be shut down for weeks and more than 25 percent of property could be destroyed, including some of the nation's refineries. Area refineries have the capacity to satisfy more than 10 percent of the gasoline demand in the U.S. – enough to fully fuel 21 cars every second. The risk associated with levee failure would also affect other industrial companies behind the levee that produce electricity and steam for the Texas City complex. The Mainland Medical Center serves the industrial complex and remains particularly important when dealing with potential injuries resulting from the work with chemicals and volatile substances. All told, the impact from levee failure would affect over 50,000 residents, almost $7.5 billion in property, and roughly five percent of the nation's oil refining capacity. In addition to these figures, over 5,000 people are employed in the area including more than 2,000 independent contractors at any one time.

16.0 Mitigation Strategy

16.1 Capability Assessment

The planning team reviewed existing regulatory capabilities and opportunities for establishing new capabilities and enhancing existing ones. Texas City can improve its capabilities by: budgeting for mitigation actions and support, passing policies and procedures to implement mitigation actions, adopting and implementing stricter building regulations, approving the hiring and training of staff for mitigation activities, and approving mitigation action updates and additions to existing plans as new needs are recognized.

City of Texas City Administrative, Financial, Regulatory, and Technical Abilities
Floodplain Management
Emergency Management
Subdivision
Zoning
Building Code Enforcement
Nuisance Abatement
Substandard Structures Abatement
Drought Contingency Planning
Comprehensive Planning
Economic Development
Tax Collection
Grant Writing
General Budgeting
Capital Improvement Program Funding
Community Development Block Grant Funding
State and Federal Grant Funding

16.2 Mitigation Goals and Objectives

The hazard mitigation plan must strike a balance between identifying long-term goals and objectives and prioritized mitigation actions that may be addressed sooner, depending on funding availability and local priorities. The result is that certain goals and objectives don't have a corresponding

mitigation action. Instead, by taking the long view, the local planning team has created a framework that can be developed as the plan is updated over time.

Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems

- Objective 1.1: Protect the life, health and safety of residents
- Objective 1.2: Protect existing/new critical facilities and infrastructure
- Objective 1.3: Provide protection for future/existing developments
- Objective 1.4: Provide backup power to critical facilities/infrastructure
- Objective 1.5: Minimize impacts from all hazards

Goal 2: Maintain and enhance emergency management/mitigation capabilities

- Objective 2.1: Update/develop plans, studies, and mapping for all hazards
- Objective 2.2: Incorporate/improve hazard mitigation strategies into ordinances, plans and polices
- Objective 2.3: Conduct/develop drills/training for all hazards
- Objective 2.4: Implement and maintain the Texas City Hazard Mitigation Plan
- Objective 2.5: Participate in programs that promote hazard mitigation strategies
- Objective 2.6: Build, obtain, and maintain critical facilities and equipment

Goal 3: Maintain public education and awareness activities

- Objective 3.1: Expand Public Outreach Campaigns for all hazards
- Objective 3.2: Promote disaster preparedness planning for families

Establishing Priorities

When identifying potential mitigation actions, planning team members considered the cost benefit of each to determine if the project makes sense for the overall good of Texas City. The costs and benefits were analyzed on a general level and all projects were considered valuable, viable, and beneficial in consideration of the quantitative and qualitative mitigation benefits versus the cost. Actual and estimated costs are included in the individual mitigation actions listed in Section 16.3. A full Benefit Cost Analysis (BCA) will be conducted as projects become eligible for funding.

Texas City Multi-Hazard Mitigation Plan

The planning team conducted a prioritization process based on FEMA's Mitigation Action Evaluation Worksheet 6.1 provided in the Local Mitigation Planning Handbook (March 2013) for each mitigation action in this plan. The evaluation system utilized the following ranking scale for each of the criteria defined by FEMA.

Ranking Scale:

1 = Highly effective or feasible	0 = Neutral	-1 = Ineffective or not feasible

Evaluation Criteria:

Life Safety – How effective will the action be at protecting lives and preventing injuries?

Property Protection – How significant will the action be at eliminating or reducing damage to structures and infrastructure?

Technical – Is the mitigation action technically feasible? Is it a long-term solution? Eliminate actions that, from a technical standpoint, will not meet the goals.

Political – Is there overall public support for the mitigation action? Is there the political will to support it?

Legal – Does the community have the authority to implement the action?

Environmental – What are the potential environmental impacts of the action? Will it comply with environmental regulations?

Social – Will the proposed action adversely affect one segment of the population? Will the action disrupt established neighborhoods, break up voting districts, or cause the relocation of lower income people?

Administrative – Does the community have the personnel and administrative capabilities to implement the action and maintain it or will outside help be necessary?

Local Champion – Is there a strong advocate for the action or project among local departments and agencies that will support the actions' implementation?

Other Community Objectives – Does the action advance other community objectives, such as capital improvements, economic development, environmental quality, or open space preservation? Does it support the policies of the comprehensive plan?

Scoring:

The total points scored on each mitigation action per the evaluation criteria listed above was then placed into a high, moderate, and low priority as defined below:

High Priority = 10 to 4	Moderate Priority = 3 to -3	Low Priority = -4 to -10

Defining Hazard Type and Mitigation Strategy Group

Each mitigation action was identified for the natural hazard it addresses, using multi-hazard approaches where practical, and determining which mitigation strategy group as defined below.

Prevention: Government, administrative, and regulatory actions or processes influencing the way land and buildings are developed and built. These actions also include public activities to reduce hazard losses. Examples include planning and zoning, building codes, capital improvement programs, open space preservation, and storm water management regulations.

Property Protection: Actions involving the modification of existing buildings or infrastructure to protect them from a hazard or remove them from the hazard area. Examples include acquisition, elevation, relocation, structural retrofits, flood proofing, storm shutters, and shatter-resistant glass.

Public Education and Awareness: Actions that inform and educate citizens, elected officials, and property owners about potential risks from hazards and potential ways to mitigate these risks. Actions include outreach projects, real estate disclosure, hazard information centers, and school-age and adult education programs.

Natural Resource Protection: Actions that not only minimize hazard losses but also preserve or restore the functions of natural systems. These actions include sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.

Emergency Services: Actions protecting people before, during, and after a hazard event. Administrative and emergency operations offices that provide critical and vital services, coordinate warnings, responses, and recovery from a disaster are identified. Actions include protection of warning system capabilities, protection or hardening of critical facilities, protection of infrastructure needed for emergency response and training.

Structural Projects: Actions involving the construction of structures to reduce the impact of a hazard include storm water controls (e.g. culverts, floodwalls, seawalls, retaining walls, and safe rooms).

Technical Assistant Projects: Actions that involve required support/education from federal, state and local agencies, data collection for GIS mapping, utilization of technology, and upgrades as products are developed.

Table 53: Hazards Selected by Texas City to Develop Mitigation Actions

Hazard	Texas City
Hurricane/Tropical Storm	X
Flood (Coastal and Inland)	X
Extreme Heat	X
Tornado	X
Windstorm	X
Hailstorm	X
Lightning	X
Severe Winter Weather	X
Drought	X
Tsunami	
Wildfire (Urban and Rural)	X
Coastal Erosion and Retreat	
Land Subsidence	
Expansive Soils	X
Dam/Levee Failure	X

Texas City adopted Galveston County's revised mitigation action numbering system. A multi-hazard approach was utilized to streamline public education/outreach and property protection strategies where appropriate.

16.3 Mitigation Actions

TC 2018 - 1: Moses Lake Floodwater Pump Station	
Mitigation Goal/Objective:	1/1.5
Site and Location	Moses Lake Floodwater Pump Station
Project Description:	Construct a flood water pump station that would be capable of pumping 375,000 gallons per minute out of Moses Lake directly into Galveston Bay. Pump Station would be located on or near the USACE Hurricane levee. The pump station would consist of a battery of six (6) direct-drive diesel-powered axial flow pumps situated inside the Hurricane levee. Each pump would have a dedicated suction and discharge line, taking suction from Moses Lake and discharging over or through the Hurricane levee into Galveston Bay, onto an erosion control structure. The project would include a control building, power to the site, diesel storage tanks, and access driveways.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Structural
Priority:	High
Estimated Cost:	$22,000,000.00
Potential Funding Sources:	City Funds, FEMA Mitigation Grant Funds
Lead Agency/Department Responsible:	Public Works, Engineering, Emergency Management
Timeframe for Completion:	Upon funding approval to 2020

TC 2018 - 2: Rainwater Pump Station A Capacity Improvements	
Mitigation Goal/Objective:	1/1.5
Site and Location	Rainwater Pump Station A
Project Description:	To improve flood control by increasing the maximum pumping rate of Rainwater Pump Station A. Presently. All rainwater in the levee-protected areas of the City must pass through either Pump Station A or Pump Station B. Pump Station A has a capacity of 375,000 gallons per minute, while Pump Station B has a capacity of 625,000 gallons per minute. By increasing the capacity of Pump Sat ion A, the City will be able to maintain lower flood water elevations in the City, thereby reducing structural flooding.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Structural
Priority:	High
Estimated Cost:	$9,000,000.00
Potential Funding Sources:	City Funds, FEMA Mitigation Grant Funds
Lead Agency/Department Responsible:	Public Works, Engineering, Emergency Management
Timeframe for Completion:	Upon funding approval to 2020

TC 2018 - 3: Southpointe Subdivision Drainage Improvements	
Mitigation Goal/Objective:	1/1.5
Site and Location:	Southpointe Subdivision
Project Description:	Standing water in existing buildings could be reduced or eliminated if adequate drainage provisions are implemented. Improvements may include wider drainage systems and increased size in culverts, etc. Identify drainage areas in need of increased culverts or widening and set priorities for developing funding requests and implementation of construction.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Property Protection
Priority:	High
Estimated Cost:	$3,000,000.00
Potential Funding Sources:	Office of Rural Community Affairs, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Grant Program,406 Public Assistance Program(following federal disaster declaration), Us Army Corps of Engineers-Small Flood Control Projects, USDA Natural Resources Conservation Service-Emergency Watershed Protection Agency, Texas Water Development Board(Development Fund II)-Texas Water Development Fund, USDA Natural Resources Conservation Service-Watershed Protection and Flood Prevention Program, EPA-Nonpoint Source Grant Program
Lead Agency/Department Responsible:	Public Works, Emergency Management
Timeframe for Completion:	2018 to 2022

TC 2018 - 4: Amburn Park Drainage Improvements	
Mitigation Goal/Objective:	1/1.5
Site and Location:	Amburn Park
Project Description:	To reduce structural flooding in the Amburn Park area of the City by increasing stormwater conveyance by means of storm sewers, channels, inlets, improving surface drainage flow patterns, and providing stormwater detention. During Hurricane Harvey, a large number of homes in this area experienced structural flooding.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Property Protection
Priority:	High
Estimated Cost:	$3,000,000.00
Potential Funding Sources:	Office of Rural Community Affairs, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Grant Program,406 Public Assistance Program(following federal disaster declaration), Us Army Corps of Engineers-Small Flood Control Projects, USDA Natural Resources Conservation Service-Emergency Watershed Protection Agency, Texas Water Development Board(Development Fund II)-Texas Water Development Fund, USDA Natural Resources Conservation Service-Watershed Protection and Flood Prevention Program, EPA-Nonpoint Source Grant Program
Lead Agency/Department Responsible:	Public Works, Emergency Management
Timeframe for Completion:	2018 to 2022

TC 2018 - 5: Delany Lake#2 Stormwater Pump Station	
Mitigation Goal/Objective:	1/1.5
Site and Location	Delany Lake#2 Stormwater Pump Station
Project Description:	To improve flood control by reducing flood water surface in Delaney Lake. Delany Lake is utilized as a stormwater detention basin, but due to the nearly flat terrain of the area has a very limited outfall capacity. The addition of a pump station would allow the City to maintain a lower normal water level in the lake, thereby providing additional detention volume, and would allow an increase in outfall rate out of the pond for the purpose of reducing structural flooding in the area.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Structural
Priority:	High
Estimated Cost:	$2,000,000.00
Potential Funding Sources:	City Funds, FEMA Mitigation Grant Funds
Lead Agency/Department Responsible:	Public Works, Engineering, Emergency Management
Timeframe for Completion:	Upon funding approval to 2020

TC 2018 - 6: Storm Sewer Trunk Main Improvements - 7th Ave., Logan Street to Outfall	
Mitigation Goal/Objective:	1/1.5
Site and Location	7th Ave., Logan Street to Outfall
Project Description:	To rehabilitate or replace a deteriorated underground storm sewer trunk main that is heavily deteriorated and undersized. The project would reduce structural flooding and street flooding.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Structural
Priority:	High
Estimated Cost:	$13,000,000.00
Potential Funding Sources:	Office of Rural Community Affairs, Local Funds, US Army Corps of Engineers-Small Flood Control Projects, USDA Natural Resources Conservation Service- Emergency Watershed Protection Agency, Texas Water Development Board-Clean Water State Revolving Fund, Texas Water Development Board (Development Fund II)-Texas Eater Development Fund, USDA Natural Resources Conservation Service- Watershed Protection and Flood Prevention Program, EPA-Non-point Source Grant Program, 406 Public Assistance Program (following federal disaster declaration), HMGP, PDM Grant Program (FEMA)
Lead Agency/Department Responsible:	Public Works, Emergency Management
Timeframe for Completion:	2018-2022

TC 2018 - 7: Storm Sewer Improvements - 21st St. Basin, 10th Ave. to Loop 197	
Mitigation Goal/Objective:	1/1.5
Site and Location	21st Basin, 10th Ave to Loop 197
Project Description:	To reduce structural flooding and street flooding in the areas of 21st Street and 23rd Street, between 10th Avenue and Loop 197 North. The area floods frequently due to undersized storm sewers and storm outfall systems.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Structural
Priority:	High
Estimated Cost:	$13,500,000.00
Potential Funding Sources:	Office of Rural Community Affairs, Local Funds, US Army Corps of Engineers-Small Flood Control Projects, USDA Natural Resources Conservation Service- Emergency Watershed Protection Agency, Texas Water Development Board-Clean Water State Revolving Fund, Texas Water Development Board (Development Fund II)-Texas Eater Development Fund, USDA Natural Resources Conservation Service- Watershed Protection and Flood Prevention Program, EPA-Non-point Source Grant Program, 406 Public Assistance Program (following federal disaster declaration), HMGP, PDM Grant Program (FEMA)
Lead Agency/Department Responsible:	Public Works, Emergency Management
Timeframe for Completion:	2018-2022

TC 2018 - 8: 34th St. Ditch Conveyance and Erosion Protection Improvements	
Mitigation Goal/Objective:	1/1.5
Site and Location	21st Basin, 10th Ave to Loop 197
Project Description:	To reduce structural flooding in the drainage basin by increasing channel conveyance, and to stabilize the channel banks from further erosion.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Structural
Priority:	High
Estimated Cost:	$3,000,000.00
Potential Funding Sources:	Office of Rural Community Affairs, Local Funds, US Army Corps of Engineers-Small Flood Control Projects, USDA Natural Resources Conservation Service- Emergency Watershed Protection Agency, Texas Water Development Board-Clean Water State Revolving Fund, Texas Water Development Board (Development Fund II)-Texas Eater Development Fund, USDA Natural Resources Conservation Service- Watershed Protection and Flood Prevention Program, EPA-Non-point Source Grant Program, 406 Public Assistance Program (following federal disaster declaration), HMGP, PDM Grant Program (FEMA)
Lead Agency/Department Responsible:	Public Works, Emergency Management
Timeframe for Completion:	2018-2022

TC 2018 - 9: Freeway Park and Delaney Lake No. 3 Drainage Improvements	
Mitigation Goal/Objective:	1/1.5
Site and Location:	Freeway Park and Delany Lake
Project Description:	To reduce structural flooding in the Freeway Park area of the City by increasing stormwater conveyance by means of storm sewers, channels, inlets, improving I surface drainage flow patterns, and providing stormwater detention. During Hurricane Harvey, a large number of homes in this area experienced structural flooding.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Property Protection
Priority:	High
Estimated Cost:	$2,500,000.00
Potential Funding Sources:	Office of Rural Community Affairs, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Grant Program,406 Public Assistance Program(following federal disaster declaration), Us Army Corps of Engineers-Small Flood Control Projects, USDA Natural Resources Conservation Service-Emergency Watershed Protection Agency, Texas Water Development Board(Development Fund II)-Texas Water Development Fund, USDA Natural Resources Conservation Service-Watershed Protection and Flood Prevention Program, EPA-Nonpoint Source Grant Program
Lead Agency/Department Responsible:	Public Works, Emergency Management
Timeframe for Completion:	2018 to 2022

TC 2018 - 10: Texas City Hurricane Flood Protection Project to improve the current levee system to provide protection from a Category 5 storm-Inner Rainwater Levee Restoration-West of 29th Street	
Mitigation Goal/Objective:	1/1.5
Site and Location:	Texas City area levee restoration-West of 29th Street
Project Description:	The Inner Rainwater Levee separates the developed area of the City of Texas City from Moses Lake. During Hurricane Harvey, an 1,800 foot long segment of the levee was severely eroded by wave action and rising waters. The purpose of this project is to harden the Lake-facing side of the levee to protect against erosion that could threaten the stability of the levee.
Hazard(s) Addressed:	Hurricane / Tropical Storm, Flooding, Dam/Levee Failure
Mitigation Strategy:	Structural
Priority:	Moderate
Estimated Cost:	$2,000,000.00
Potential Funding Sources:	Funding source dependent on project scope
Lead Agency/Department Responsible:	Engineering, Emergency Management
Timeframe for Completion:	Upon approval for funding to 2020

TC 2018 - 11: Storm Sewer Trunk Main Improvements - Westbury and 21st Ave. from 29th St. to 23rd St.	
Mitigation Goal/Objective:	1/1.5
Site and Location	Westbury and 21st Avenue from 29th St. to 23rd St.
Project Description:	To reduce structural flooding and street flooding in the areas of 21st Ave, Westbury and 23rd Street, The area floods frequently due to undersized storm sewers and storm outfall systems.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Structural
Priority:	High
Estimated Cost:	$10,000,000.00
Potential Funding Sources:	Office of Rural Community Affairs, Local Funds, US Army Corps of Engineers-Small Flood Control Projects, USDA Natural Resources Conservation Service- Emergency Watershed Protection Agency, Texas Water Development Board-Clean Water State Revolving Fund, Texas Water Development Board (Development Fund II)-Texas Eater Development Fund, USDA Natural Resources Conservation Service- Watershed Protection and Flood Prevention Program, EPA-Non-point Source Grant Program, 406 Public Assistance Program (following federal disaster declaration), HMGP, PDM Grant Program (FEMA)
Lead Agency/Department Responsible:	Emergency Management
Timeframe for Completion:	2018-2022

TC 2018 - 12: Develop and provide public information and awareness for hazards	
Mitigation Goal/Objective:	3/3.1
Site and Location:	All areas of Texas City
Project Description:	The planning area has several outreach initiatives to communicate hazard preparedness information to the general public and visitors to the area. Providing timely information and educational information related to preparedness, mitigation, response, and recovery to the public fosters their ability to become self-sufficient. Information provided includes the following mitigation techniques (elevation, floodproofing, stabilization of soils in construction, electrical grounding devices, generators, insulating water pipes, xeriscaping, open foundations to minimize scour, include potential subsidence in freeboard calculations in flood-prone areas, roof and foundation supports, shutters, shatter-proof and high wind doors and windows, create defensible space around power lines, oil/gas lines, etc.); evacuation routes/procedures; workshop/training programs; alert systems, and the like.
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Extreme Heat, Tornado, Windstorm, Hailstorm, Lightning, Severe Winter Storm, Drought, Wildland Fire, Expansive Soils, Dam/Levee Failure
Mitigation Strategy:	Public Education and Awareness
Priority:	High
Estimated Cost:	$10,000 annually
Potential Funding Sources:	Grants/General Fund
Lead Agency/Department Responsible:	Emergency Management
Timeframe for Completion:	2018-2022

TC 2018 - 13: Install hazard warning systems	
Mitigation Goal/Objective:	1/1.1
Site and Location:	Citywide
Project Description:	Hazard warning systems complement the methods of warning already used by the County Emergency Operation Center and the National Weather Service.
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Extreme Heat, Tornado, Windstorm, Hailstorm, Lightning, Severe Winter Storm, Drought, Wildland Fire, Dam/Levee Failure
Mitigation Strategy:	Emergency Services
Priority:	High
Estimated Cost:	$35,000 each
Potential Funding Sources:	HMGP, general fund
Lead Agency/Department Responsible:	Emergency Management
Timeframe for Completion:	Upon approval for funding to 2020

TC 2018 - 14: Stormproof/retrofit critical facilities and infrastructure	
Mitigation Goal/Objective	1/1.2
Site and Location:	City-owned properties
Project Description:	New construction and existing critical facilities and infrastructure should include advanced mitigation techniques. Measures include, roof and foundation supports, shutters, shatter-proof and high wind doors and windows, electrical surge protection, stabilization of soils, addition of thermal insulation, etc.
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Extreme Heat, Tornado, Windstorm, Hailstorm, Lightning, Severe Winter Storm, Drought, Wildland Fire, Expansive Soils, Dam/Levee Failure
Mitigation Strategy:	Property Protection
Priority:	High
Estimated Cost:	Unknown, dependent upon facility type
Potential Funding Sources:	HMGP, CDBG, General Funds
Lead Agency/Department Responsible:	Emergency Management
Timeframe for Completion:	Upon approval for funding to 2022

TC 2018 - 15: Implement stormwater management plan to improve drainage during flood and other weather events	
Mitigation Goal/Objective:	1/1.5
Site and Location	Citywide
Project Description:	Routinely cleaning and repairing stormwater drains can help avoid unnoticed clogs that may hamper the efficiency of the stormwater system. Insuring that flow paths will have the capacity to convey storm- event flood water volumes will reduce damages.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm
Mitigation Strategy:	Property Protection
Priority:	High
Estimated Cost:	$25,000
Potential Funding Sources:	Office of Rural Community Affairs, HMGP, PDM Grant Program,406 Public Assistance Program (following federal disaster declaration), USACE-Small Flood Control Projects, USDA Natural Resources Conservation Service-Emergency Watershed Protection Agency, Texas Water Development Board(Development Fund II)-Texas Water Development Fund, USDA Natural Resources Conservation Service-Watershed Protection and Flood Prevention Program, EPA-Nonpoint Source Grant Program
Lead Agency/Department Responsible:	Public Works
Timeframe for Completion:	2018-2022

TC 2018 - 16: Purchase and install generators for existing and new critical facilities and infrastructure	
Mitigation Goal/Objective	1/1.4
Site and Location:	Critical Facilities throughout Texas City
Project Description:	Generators are essential for providing continual operations in the event of a disaster. As funding becomes available, the city will apply for grants to install/upgrade generators to support existing or new facilities/infrastructure.
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Extreme Heat, Tornado, Windstorm, Hailstorm, Lightning, Severe Winter Storm, Drought, Wildland Fire, Dam/Levee Failure
Mitigation Strategy:	Emergency Services
Priority:	High
Estimated Cost:	$400,000
Potential Funding Sources:	HMGP, General Funds
Lead Agency/Department Responsible:	City Administration
Timeframe for Completion:	2018-2020

TC 2018 - 17: Mitigate (elevate, reconstruct, acquisition, demolition) Repetitive Flood Claim / Severe Repetitive Loss (RFC/SRL) properties	
Mitigation Goal/Objective	2/2.5
Site and Location:	Citywide – see Section 22 and Appendix E for listing of non-mitigated properties
Project Description:	Grant funding through the HMGP (Flood Mitigation Assistance) may be used to mitigate RFC and SRL properties. Mitigation options (elevate, reconstruct, acquisition, demolition, etc.) will be implemented with property owners as funding becomes available.
Hazard(s) Addressed:	Flooding
Mitigation Strategy:	Property Protection
Priority:	High
Estimated Cost:	To be determined
Potential Funding Sources:	HMGP/FMA
Lead Agency/Department Responsible:	City Administration and applicable state and county agencies
Timeframe for Completion:	Upon funding approval to 2020

TC 2018 - 18: Update regulations and permit requirements to address enhanced hazard mitigation strategies	
Mitigation Goal/Objective	2/2.2
Project Description:	Update and/or develop regulations and permits to address hazards prone to the area and include any changes in future development areas. Develop regulation restricting development in areas with soil considered poor or unsuitable for development.
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Extreme Heat, Tornado, Windstorm, Hailstorm, Lightning, Severe Winter Storm, Drought, Wildland Fire, Expansive Soils, Dam/Levee Failure
Mitigation Strategy:	Prevention
Priority:	High
Estimated Cost:	No Cost
Potential Funding Sources:	N/A
Lead Agency/Department Responsible:	City Administration and applicable departments
Implementation Schedule:	2018-2020

TC 2018 - 19: Purchase a portable reader board	
Mitigation Goal/Objective:	2/2.6
Project Description:	· Purchase and maintain a portable reader board mounted on a trailer that could be deployed during emergencies and other events within the City. · The reader board would be accessible to all emergency services as well as Public Works and Parks and Recreation within the City. · This project would convey public information to the public during evacuations and other emergencies.
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Tornado, Windstorm, Extreme Heat, Severe Winter Storm
Mitigation Strategy:	Public Education and Awareness
Priority:	High
Estimated Cost:	$40,000 (reader board and trailer)
Potential Funding Sources:	Grants and/or city operating funds
Lead Agency/Department Responsible:	· Police Department · Fire Department
Timeframe for Completion:	Upon funding and approval, the equipment could be purchased and implemented within one year.

TC 2018 - 20: Acquire portable lighting devices to be used at major intersections during power outages	
Mitigation Goal/Objective:	2/2.6
Project Description:	Purchase 4 portable light towers on trailers to be utilized at four (4) major intersections during extended power outages to protect residents while driving into and/or outside the city. • Will get intersections
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Tornado, Windstorm, Severe Winter Storm
Mitigation Strategy:	Emergency Services
Priority:	High
Estimated Cost:	Per unit cost of $10,000 to $40,000 Minimum costs: $40,000 Maximum costs: $160,000
Potential Funding Sources:	Grant funding, annual city budgeting process
Lead Agency/Department Responsible:	Public Works, Emergency Management
Timeframe for Completion:	2018-2022

TC 2018 - 21: Public information and warning mobile application for Android and Apple applications	
Mitigation Goal/Objective:	1/1.1 and 1.5
Project Description:	· Research and develop a mobile application to be available for citizens to download for IOS and Android operating systems · If cost is too prohibitive, research and promote applications already developed to encourage emergency preparedness · Promote the use of emergency preparedness apps currently available at the Apple Store
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Extreme Heat, Tornado, Windstorm, Hailstorm, Lightning, Severe Winter Storm, Drought, Wildland Fire, Dam/Levee Failure
Mitigation Strategy:	Public Education and Awareness
Priority:	Moderate
Estimated Cost:	· Research has shown that costs associated with the development of an emergency management application – simple, table based app – for IOS systems range $500 to $4,000. All content & clear direction is provided by the organization. If GPS locators, social media integration, and additional add-ins are included, costs will rise accordingly. · If costs are maintained in the range of $5,000 to $10,000, proposals could be made during the budget development process to include this project in the annual operating budget.
Potential Funding Sources:	If this project is rejected by the governing body, research and application for grants could provide an alternative funding source
Lead Agency/Department Responsible:	Emergency Management, IT Department
Timeframe for Completion:	If a funding source is secured, ideally development could be accomplished within 2-3 years.

TC 2018 - 22: Improve Texas City's CRS rating	
Mitigation Goal/Objective:	2/2.1
Project Description:	To attain a lower CRS rating and improve the city's approach for addressing RL/SRL properties, the city will implement the following: · Meet criteria necessary to achieve a lower CRS rating through this initiative. · Initiate and implement additional floodplain requirements that are above the minimum floodplain compliance. · Update the city's current floodplain map to coordinate with the currently proposed FEMA Flood Insurance Rate Map relative to all floodplains as proposed.
Hazard(s) Addressed:	Flooding
Mitigation Strategy:	Prevention
Priority:	High
Estimated Cost:	$100,000
Potential Funding Sources:	General fund through annual budget process/apply for planning grant funding
Lead Agency/Department Responsible:	Community Development, Floodplain Manager, Emergency Management
Timeframe for Completion:	2018-2022

TC 2018 - 23: Conduct National Weather Service tornado drills along with elementary school in jurisdiction	
Mitigation Goal/Objective:	2/2.3
Site and Location	Citywide
Hazard(s) Addressed:	Flooding, Tornado, Windstorm, Hailstorm, Lightning
Project Description:	Texas City will work with area schools to develop and execute tornado drills.
Mitigation Strategy:	Public Education and Awareness
Priority:	High
Estimated Cost:	No Cost
Potential Funding Sources:	N/A
Lead Agency/Department Responsible:	Emergency Management
Timeframe for Completion:	2018-2022

TC 2018 - 24: Construct a storm water detention area	
Mitigation Goal/Objective:	1/1.5
Site and Location	The location of this detention area is located near FM 1765 and SH 146 Lat. 29.378173732237762 Long. -94.9524736404419
Project Description:	Dow Chemical purchased several acres of land east of town for use as a greenbelt. Texas City would like to build a detention pond in this area that will help alleviate flooding on the east side. Phase I will include a feasibility study and a drainage analysis of the new pond row acquisition and associated conveyance improvements on a part of 10 acres of land. Engineering of the pond will be based on results of the study and analysis. Construction of the pond will be the second phase.
Hazard(s) Addressed:	Flooding, Hurricane/Tropical Storm, Dam/Levee Failure
Mitigation Strategy:	Property Protection
Priority:	Moderate
Estimated Cost:	$4,000,000
Potential Funding Sources:	Grant / Bond / Corporate Sponsor
Lead Agency/Department Responsible:	Public Works
Timeframe for Completion:	2017-2020

TC 2018 - 25: Purchase 100' Aluminum Aerial platform fire apparatus for residential and commercial structure fire rescues.	
Mitigation Goal/Objective:	2/2.6
Site and Location	Citywide
Project Description:	An aerial ladder can be used in many rescue situations, helping the City assist in responding to refinery fires/ explosions, major pipeline breaches, flood water rescues, and residential fires. An aerial apparatus would also aid in swift water and coastal flooding emergencies, as well as assist in plant explosion rescues.
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Tornado, Windstorm, Lightning, Wildfire (Urban and Rural)
Mitigation Strategy:	Emergency Services
Priority:	High
Estimated Cost:	$1,500,000
Potential Funding Sources:	Grant / General Budget
Lead Agency/Department Responsible:	Fire Department
Timeframe for Completion:	2017-2018

TC 2018 - 26: Become a Certified NWS StormReady Community	
Mitigation Goal/Objective	2/2.4
Project Description:	StormReady helps arm America's communities with the communication and safety skills needed to save lives and property-before and during an event. StormReady helps leaders and emergency managers strengthen local safety programs. StormReady communities are better prepared to save lives from the onslaught of severe weather through advanced planning, education, and awareness. Contact NWS before applying, complete application, schedule verification meeting and receive approval.
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Tornado, Windstorm, Hailstorm, Lightning, Drought, Extreme Heat, Severe Winter Storm
Mitigation Strategy:	Public Education and Awareness
Priority:	High
Estimated Cost:	Undetermined
Potential Funding Sources:	General Funds
Lead Agency/Department Responsible:	Emergency Management
Timeframe for Completion:	2018

TC 2018 - 27: Safe Rooms/Community Shelters	
Mitigation Goal/Objective:	1/1.1
Site and Location	Citywide
Project Description:	The area is prone to tornado and high wind events. Encourage construction and use of safe rooms in existing and new structures. Allow citizens to install safe rooms at a significant discount in preexisting homes. Provide homeowners and developers with funds to assist in installing a safe room in new homes.
Hazard(s) Addressed:	Hurricane/Tropical Storm, Flooding, Tornado, Windstorm
Mitigation Strategy:	Structural
Priority:	High
Estimated Cost:	Unknown
Potential Funding Sources:	FEMA HMGP
Lead Agency/Department Responsible:	Emergency Management, Planning and Zoning and Building
Timeframe for Completion:	Dependent on funding approval to 2020

TC 2018 - 28: Dam/Levee Failure Inundation Studies	
Mitigation Goal/Objective:	2/2.1
Site and Location	Citywide
Project Description:	This action will determine expected inundation locations and peak discharge rates in the event of a dam/levee failure in Texas City.
Hazard(s) Addressed:	Dam/Levee Failure
Mitigation Strategy:	Prevention
Priority:	Moderate
Estimated Cost:	Unknown
Potential Funding Sources:	FEMA HMGP
Lead Agency/Department Responsible:	Public Works
Timeframe for Completion:	Dependent on funding approval to 2020

RESOLUTION NO. 19-021

A RESOLUTION ADOPTING THE FEMA APPROVED TEXAS CITY, TEXAS, SINGLE JURISDICTION MULTI- HAZARD MITIGATION PLAN; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City, Texas recognizes the threat that natural hazards pose to people and property within the City; and

WHEREAS, the City of Texas City, Texas has created a city-wide Hazard Mitigation Plan for itself which is in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the City of Texas City, Texas Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the plan from impacts of future hazards and disasters; and

WHEREAS, adoption by the City Commission demonstrates our commitment to hazard mitigation and achieving the goals outlined in the Plan; and

WHEREAS, the adoption of this plan will make the City of Texas City eligible to apply for current open and future Hazard Mitigation Grants.

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

SECTION 1: That the City Commission hereby adopts the FEMA approved Texas City, Texas Multi-Hazard Mitigation

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 March 2019.

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

ATTEST:

James M. Hartshorn
City Secretary

APPROVED AS TO FORM:

Russell F. Plackemeier
Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG **(9) (h)**

Meeting Date: 03/06/2024

Award contract for RFB No. 2024-447 to Dale Construction and Renovation.

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Consider and approve the award of a reconstruction contract to Dale Construction and Renovation in response to RFB No. 2024-447 and allow the Mayor to enter into a contract with Dale Construction and Renovation for the amount of $192,920.00.

BACKGROUND (Brief Summary)

On January 23, 2024, RFB-2024-447 was made available to the public for the construction of a three (3) bedroom, two (2) bath single-family structure at: 5901 Roberts St., Texas City, Tx., 77590. Bids were to be submitted on or before February 13, 2024, at 2:00 p.m.

Four bids were received from Dale Construction & Renovation (digital submission), DSW Homes, LLC. (digital submission), Arkitektura Development, Inc. (hard copy and digital), and A I Legacy, LLC. (digital). On February 22, 2024, A I Legacy, LLC., withdrew their bid via email. The most responsive bid was received from Dale Construction and renovation.

The City has exercised the right to waive any irregularities and to make the award providing the best value to the City.

RECOMMENDATION

It is the recommendation of the Director Of Community Development & Grants Administration that the Commission award this contract and allow the Mayor to enter into a contract with Dale Construction and Renovation.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: 192920.00

Source of Funds: 299601-55010

Account #: 192920.00

Fiscal Impact:

CDBG PY' 22 grant funds will be expended as allocated.

Attachments

Budget Statement

RFB-447
DCR Bid
Bid Comparison Sheet_31131

Statement

Case Id: 31131
Name: Yvonne Sanders
Address: 5901 Roberts Street
Texas City, TX 77591

Funding Source: All

Date	Funding Source	Type	Category	Amount
10/1/2022	CDBG 2022/23	Initial Funding	Construction Costs	$190,000.00
2/27/2024	CDBG 2022/23	Initial Funding	Construction Costs	$2,920.00
			Escrowed Deposited Amount	**$192,920.00**

Date	Funding Source	Type	Category / Payee	Amount
			Expensed Amount	**$0.00**
			Remaining Balance	**$192,920.00**

This statement is accepted as a complete and final accounting for the escrow account funds.

Funding Source	Remaining Balance
CDBG 2022/23	$192,920.00
Total Balance	**$192,920.00**

_____ _____
Staff Certification Date

_____ _____
Mailed to Borrower Copy to Program file

REQUEST FOR BID

RFB # 2024-447

Case ID-31131

5901 Roberts St., Texas City, TX 77590

Construction of a three (3) Bedroom, two (2) Bath Single-Family Structure

DATE ISSUED: **January 23, 2024.**

SEALED BIDS TO BE SUBMITTED BEFORE:

2:00 P.M. CST Feb 13, 2024

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Texas City, including affiliations, business, and financial relationships such persons may have with City of Texas City officers. If you are unable to obtain such information online, please contact the City of Texas City Purchasing Department, 1801 9th Ave N Texas City, TX 77590, or call (409) 643-5950.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF TEXAS CITY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

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INTRODUCTION

The City of Texas City is soliciting bids from qualified contractors for the construction of a residential structure located at TEXAS CITY, TX 77590.

The budget per project shall not exceed $192,920.00. Bidders shall rely exclusively upon their own estimates, investigations, tests, and other data.

Sealed bid packages and online bid submission in Neighborly Software for **Bid # 2024-447 will** be accepted until **2:00 P.M. February 13, 2024,** and publicly opened and read aloud immediately following the opening in the Mayor's Conference Room at City Hall. Any bid received on or after 2:00 P.M. CST will be returned unopened. Sealed bids must be delivered to:

City of Texas City
Attn: Kelly Bender, Purchasing Coordinator
1801 9th Ave N Texas City TX 77590
409-643-5950

And marked RFB # 2024-447 Construction of a three (3) bedroom, two (2) bathroom single-family home.

A non-mandatory pre-bid conference is scheduled at 10:00 A.M. CST Friday, January 26, 2024, at the City Hall Annex located at 928 5th Ave N, Texas City, TX 77590. A non-mandatory site inspection will be provided immediately following the pre-bid conference.

The City believes that the data contained in these specifications and in Neighborly is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

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To ensure a fair and public bid process, all questions related to this Request for Bid can be emailed to: communitydevelopment@texascitytx.gov.

Bidders are required to submit one (l) original bid and one (I) copy, as well as an online bid in the Community Development Department's online portal (https://portal.neighborlysoftware.com/texascitytx/contractor). Bids must be completed and submitted on the forms found within the specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. ***The right to accept any bid, or to reject any or all bids and to waive all formalities is hereby reserved by the City of Texas City, Texas.***

FEDERAL, STATE, COUNTY AND MUNICIPAL LAWS & REGULATIONS Bidders will be required to comply with all federal, state, county, municipal and/or other laws, ordinances, rules, and regulations applicable to the performance of any contracted work procured by the City, and shall secure and pay for all governmental licenses, deposits, permits, or fees required.

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SCHEDULE OF EVENTS

- January 23, 2024 - Release bid request to vendors.

- Publication Dates: January 23rd and 30th

- January 26, 2024, at 10:00 a.m. - non-mandatory pre-bid meeting to be held at City Hall Annex, 928 5th Ave N, Texas City, TX 77590.

  A non-mandatory site inspection will be provided immediately following the pre-bid conference, all potential bidders are encouraged to attend.

- February 9, 2024 - @ I0:00 a.m. C.S.T. - Deadline for written requests for clarifications.

- February 13, 2024 - @ 2:00 p.m. C.S.T - Public bid opening. Any bid received on or after 2:00 PM CST will be returned unopened.

- February 21, 2024- Anticipated date of award.

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TERMS AND CONDITIONS

DEFINITIONS

To simplify the language throughout this request for bids, the following definitions shall apply:

CITY OF TEXAS CITY - A Home Rule Municipal Corporation of the State of Texas.

CITY COMMISSIONER - The elected officials of the City of Texas City, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT - An agreement between the City, Homeowner, and a Vendor to furnish products over a designated period during which repeated purchases are made of the commodities specified.

VENDOR/COMPANY - The successful Bidder(s) of this bid request.

RFB - Request for Bids.

INSTRUCTIONS - The following instructions apply to all bids and become a part of the terms and conditions of any bid submitted to the City of Texas City Purchasing Department, unless otherwise specified elsewhere in this bid request.

NOTIFICATION -The City of Texas City uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include the City of Texas City website or the City of Texas City Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or agenda which could render your bid non-compliant. The City of Texas City accepts no responsibility for the receipt or notifications of solicitations through any other source.

FORM - Sealed bids must be submitted on this form only. Bidders are required to submit one (I) original bid and (I) copy, as well as an online bid. All bids submitted must be itemized with prices

extended when practical**. BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH A BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

FELONY CONVICTION NOTIFICATION - All bidders must submit with their bid the Felony Conviction Notification form if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

BID RETURN - Bid must be sealed, and to ensure proper recognition upon its arrival, list your Company Name, Bid Name and Number on the outside of your envelope.

LATE BIDS - Bids must be received by the Purchasing Department and online prior to 2:00 p.m. CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

ACCEPTANCE -The City of Texas City ("City") reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous to obtain the best value for the City. Causes for rejection of a bid may include, but shall not be limit ed to, the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) the following causes: **1)** Failure to use the proposal form furnished by the City; **2)** Lack of signature by an authorized representative on the proposal form; **3)** Failure to properly complete the proposal; **4)** Evidence of collusion among proposers; **5)** Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or **6)** Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity. All bidders are hereby notified that the City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the

bidder as it relates to his ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City and the bidder's compliance with City ordinances. The City is committed to obtaining its goods, products, and services at the lowest price possible, which benefits all the citizens of City. Therefore, to accomplish this objective/goal, it is not the intention of the city either to exclude vendors or manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and services of any manufacturer or vendor equal to the products and services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and service is like, equal to and in compliance with that specified. The decision of the City shall be final.

"IN LITERAL COMPLIANCE"- in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the city must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

COLLUSION - Advanced disclosures of any information to any bidder which gives that bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that bid solicitation or request.

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IRREGULAR BID PROPOSALS - Bids will be considered irregular and may be rejected by the City if they show any omissions, alterations, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

AWARD OF CONTRACT - The bid award may be based on, but not necessarily limited to, the following factors:

a) Conformity to specifications.
b) The purchase price, including payment discount terms.
c) The reputation of the bidder and the bidder's goods or services.
d) The quality of the bidder's goods or services.
e) The extent to which the goods or services meet the City's needs.
f) The bidder's past relationship with the city.
g) Delivery terms.
h) Payment terms.
i) Availability of repair and maintenance parts.
j) Financial condition.
k) The total long-term cost to the city to acquire the bidder's goods or services.
l) Any relevant criteria are specifically listed in this bid request.

The City reserves the right to award a primary contract and a secondary contract to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

FINANCIAL CONDITION - Contractor must provide audited financial statements, **if requested**, to the City.

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TERM OF CONTRACT - This contract shall become effective from the date of acceptance and approval by the City. It shall remain in full force and effect with firm fixed bid prices until the project is completed.

ASSIGNMENT OF CONTRACT - This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested. The City's Purchasing Agent may withhold consent for any reason.

CONTRACT TERMINATION - The City may terminate this Contract at any time upon ten (10)-calendar days written notice. Upon the Vendor 's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this Contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by:

Giving the Vendor **five (5) calendar days** written notice. The Vendor will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

REIMBURSEMENTS - There is no expressed or implied obligation for The City to reimburse responding vendor for any expenses incurred in preparing bids in response to this Request for Bids and City will not reimburse responding vendor for these expenses, nor will the City pay any

subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

MINORITY OWNED BUSINESS - Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

CITY ORDINANCES - The City also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

ERROR QUANTITY - Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

QUANTITIES - Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

VARIATIONS - Any variation from these specifications must be indicated on the bid sheet (s). Suppose the vendor has any exceptions to the standard terms and conditions, including insurance coverage. In that case, they must identify any provision they must prepare to satisfy in their bid submission.

FIRM PRICE - Bidders must hold bid prices firm for **90 days** after the bid opening date to allow the City sufficient time to award a contract. Once a contract is granted, the successful bidder must hold firm prices for **90 days**.

AUTHORIZED SIGNATURE - Bids must show the bidder's full vendor name and mailing address and be manually signed by an authorized sales or quotation representative. The vendor’s name and authorized signature should appear on each bid page where spaces are

provided. Submission of a signed bid will be interpreted to mean that the bidder has now agreed to all terms and conditions outlined in all the sheets that make up this invitation.

WITHDRAWAL-ALTERATION OF BIDS - Bids cannot be altered after receiving time or opening time. Each offer must be withdrawn after opening time with an acceptable reason in writing and with the approval of the purchasing agent.

LUMP SUM BIDS - Lump sum bids will be considered only if unit prices are quoted. However, the total number of quoted unit prices and the lump sum bids will not be considered if the quoted price also involves the prices of commodities requested on an entirely separate bid request.

ALL-OR-NONE BIDS - All or none of the bids will be considered only if the bidder quoted prices on all items requested. If a bidder desires the city to consider an all-or-none proposal, it must be stated on the bid sheet (s). All-or-none bids will not be considered if the prices quoted involve prices of items and services requested on an entirely separate bid request.

PAYMENT OF INVOICES - The successful bidder must submit draws in Neighborly. Invoices must be uploaded to the draw. All invoices must be paid in full within **thirty (30) days** after satisfactory delivery and billing, whichever is later. All invoices shall be submitted under the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the Contractor's part to submit inaccurate invoices shall be sufficient to cause cancellation of the contract. The City will not be liable for payment of invoices received more than sixty (60) days after order delivery or completion of services.

CASH DISCOUNTS - Bidders may quote additional cash discounted items in the Cash Discount Column. If no discount is shown, prices are to be assumed net. The discount period is to be started from the date of completion of the entire order or receipt of the invoice, whichever occurs last, regardless of the invoice date.

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TAXES - This project is being done on an owner's private property. The Contractor must pay applicable taxes if it's not a public works project.

DELIVERY **-** Bids must show the consecutive calendar days required to deliver the materials, services, or equipment under normal conditions. Please specify the delivery time to be considered reasonable enough to prevent the bid from being disregarded. The quoted delivery time will be considered in awarding orders. Delivery must be made within ten (10) days after several days specified on the bid. Otherwise, the entire order may be canceled, and the bidder's name removed from the mailing list.

No deliveries are to be made to the Purchasing Department unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during regular working hours on standard working days. Unless stated otherwise, items received must be new and in first-class condition. Types of materials generally packaged for protection and convenience in storage shall be in the proper containers.

LIABILITY - The successful Bidder shall be liable for all damage incurred while performing services under this request.

MATERIAL SAFETY DATA SHEETS - MSDSs must be provided before or with receipt of order and when revised. Containers must be appropriately labeled and identified per the OSHA Hazard Communication Standard. Improperly labeled containers will result in the refusal of the shipment and possible change in vendors.

PATENTS, FRANCHISES, ETC. - The successful Bidder agrees to protect the City from any claim involving patent rights infringements, copyrights, or sales franchises.

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NO BIDS - If a bidder cannot quote, the bid form should be returned to the purchasing agent before opening time, and the reason for not bidding was given if the Bidder desires to bid on future purchases.

ADDENDA - In the event of a needed change in the published bid documents, it is understood that all the preceding terms and conditions and all performance requirements will apply to any published addendum.

All public shed addenda shall be signed and included with your response package as acknowledged in the complement. Bidders are responsible for obtaining all published additions from the City's Purchasing office. The City assumes no responsibility for the Bidder's failure to obtain or adequately submit any addendum. Please acknowledge and submit any addendum to avoid the bid being rejected. The City's decision to accept or reject any bid due to a failure to recognize and submit addenda shall be final.

PRE-BID CONFERENCE - Pre-bid conferences are public meetings, and all qualified contractors, subcontractors, and material suppliers are strongly encouraged to attend. The conference intends to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. All information provided by the city during the pre-bid conference will not be construed as a revision or change of the bid documents. All corrections, modifications, and clarifications to the bid documents shall be formally executed as a written addendum published by the City.

FISCAL FUNDING - The City, operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. The renewal of the contract will be under Chapter 252 under the Local Government Code concerning non-appropriation of funds for multi-year agreements. The City reserves the

right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

COURT JURISDICTION - The City and the successful Vendor will agree that the laws of the State of Texas shall govern the contract awarded from this Request for Bid. The parties agree that performance and all matters related to that shall be in a state court of competent jurisdiction in Galveston County, Texas, and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court, not in Texas.

PROVISIONS FOR BIDDING TO THE CITY OF TEXAS CITY

Upon acceptance and approval this bid affects a working contract for the period designated or until the completion of the specified job between the City and the successful bidder.

The Contractor shall act as an independent contractor and shall in no sense act as an employee, representative, agent, or servant of the City.

The Contractor shall furnish and pay for all labor, tools, machinery, materials, insurance, bonds, permits, and any other incidentals necessary to perform a turnkey job in compliance with the specified requirements.

All prices quoted shall include delivery expenses of supplies, materials, equipment, and tools to the job site, including unloading. The Contractor shall be fully responsible for receiving, unloading, and storing all deliveries intended for the job. The City will not be liable for any loss or damage to supplies, materials, tools, and equipment left on the job unguarded by the Contractor before, during, or after the job is performed.

All work to be performed under the supervision of the Rehabilitation Specialist/Inspector or his/her delegated representative or assistant. Any questions on the work should be in writing and directed to the buyer listed on page three by the date and time specified.

All work is to be performed professionally by skilled personnel and proper equipment; the work shall be planned to avoid interfering with or creating hazardous conditions for the regular operation of the department or division of the City.

The Contractor shall always take all reasonable precautions for the safety of employees on the work site and of the public and shall comply with all applicable provisions of Federal, state, and· municipal safety laws. All equipment and machinery used in the performance of this contract shall always be in good working order.

Upon completion of the work and before acceptance and final payment, the Contractor shall leave the work site in a neat and orderly condition equal to what originally existed. No compensation will be made for this work, including its cost, in the bid.

Bidders are required, before submitting any proposal, to read the specifications carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, test, and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion and obtain all information necessary to make an intelligent proposal. No information given by the City or any official thereof, other than that contained in the specifications, shall be binding upon the City. Bidders shall rely exclusively upon their estimates, investigations, tests, and other data necessary for complete information upon which the proposal may be based. It is mutually agreed that submitting a bid is evidence that the bidder has made the examination, investigations, and tests required herein.

The Contractor shall defend and save the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description, including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished the City. The Contractor shall defend, indemnify, and save the City, its officers, agents, and employees under this indemnification clause regardless of whether the injury or damage is partly caused by the City, its officers, agents, or employees.

During the performance of this agreement, the Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, to be provided by the agency setting forth the provisions of this nondiscrimination clause. In all solicitation or advertisements for the employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor shall comply with all federal, state, county, municipal, and other laws, ordinances, and regulations applicable to performing any work under this agreement and shall secure and pay for all governmental licenses, deposits, permits, or fees required.

No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his sureties shall indemnify and save harmless the City and all its officers, agents, and employees against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order whether by himself or his employees, or sub-contractors.

NEIGHBORLY SOFTWARE REGISTRATION

The Contractor must be registered and active in the Community Development Department Contractor Portal (https://portal.neighborlysoftware.com/texascitytx/contractor).

SAM.GOV REGISTRATION

The Contractor must be registered with SAM.gov. Proof of registration must be included in bid packet.

THE TEXAS PROMPT PAYMENT ACT

The Contractor **shall** comply with H.B. 275, The Texas Prompt Payment Act, effective July 1, 1986, which, in part, requires the Contractor to pay their subcontractors within **ten (10) calendar days** after they receive payment from the City of Texas City.

The Contractor must comply with all provisions of the President's Executive Order No. 11 246 as of September 24, 1965.

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DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter specific contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity offers the signed contract to the governmental entity or state agency. The law applies only to an arrangement of a governmental entity or state agency that either (I) requires an action or vote by the governing body of the entity or agency before the contract may be signed or has a value of at least $1 million. The disclosure requirement applies to a contract entered **on or after January 1, 2016**. The process as implemented by the Commission is as follows:

A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing containing a unique certification number.

An authorized business entity agent must sign the printed copy and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city "when the business entity submits the signed contract" to the town.

The City must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 and certification of filing by the 30th day after the date the contract binds all parties to the agreement.

For more information regarding how to file Form 1295, please click on the following link: https://www.ethics.state.tx.us/filinginfo/1295/.

PATENTED DEVICES, MATERIALS, AND PROCESSES:

If the Contractor is required or desires to use any design, device, material, or process covered by letters patent or copyrighted, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually agreed and understood that without exception, contract prices shall include all royalties or costs arising from patents, trademarks, and copyrights in any way involved in the work.

The Contractor and his sureties shall indemnify and save harmless the City from all claims for infringement because of the use of any such patented design, device, materials, or process or any trademark or copyright in connection with the work agreed to be performed under this contract and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay because of such infringement at any time during the prosecution of the work or after completion of the work.

The Contractor shall establish and enforce among his employees such regulations with cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infectious or contagious diseases and to effectively prevent the creation of a nuisance about the work on any property either public or private. All sanitary laws and regulations of the State of Texas and the City of Texas shall be strictly complied with.

When the contract amount is **$50,000** or more, a performance and a payment bond in an amount of not less than one hundred percent (I00%) of the contract price, conditioned upon the faithful performance of the contract under the plans, specifications, and contract documents and payment to all persons supplying labor and materials, shall be executed by the successful bidder and shall accompany the signed contract.

No sureties who are now in default or delinquent on any bonds or who are an interested party in any litigation against the City will be accepted by the City. All bonds shall be made on forms furnished by the city and executed by an approved surety company authorized to do business

in the State of Texas and acceptable to the city. The Contractor and the sureties shall enforce each bond. Should any surety on the contract be determined unsatisfactory at any time by the City Commission, notice will be given to the Contractor to that effect, and the Contractor shall immediately provide a new surety satisfactory to the City. Pay will be made under the contract once the new surety or sureties, as required, have been accepted by the City.

No Performance and Payment bonds shall be required on any City contract under $25,000.00. If these bonds are not furnished by the Contractor, only one payment (final) will be paid, and that shall be upon completion of the project. **No Bid Bond** shall be required on this Project.

As soon as proposal prices have been tabulated for comparison of bids, the City may, at its discretion, return the proposal guarantees accompanying the proposals which, in its judgment, would not be considered in the award; all other proposal guarantees will be retained by the City until the required contract and bonds have been executed, after which they will be returned. Proposal guarantees will be returned at least ten (10) days after the opening proposal.

FINAL ACCEPTANCE

The Contractor will be paid within thirty (30) days after conclusive acceptance provided the Contractor has furnished the City satisfactory evidence that all sum of monies due for any labor, materials, equipment, or machinery furnished for and used in the prosecution of the work, or that the person or persons to whom the same may respectively be due have consented to such final payment**. The City reserves the right to retain ten percent (10%) of the total contract price until such evidence is furnished).** The acceptance by the Contractor of the last final payment shall operate as and shall release the City from all claims and penalties under the Contract or for any act of neglect of said City relating to or connected with the Contract.

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INSURANCE COVERAGE

INSURANCE

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this Contract with the City. All parties to this Contract agree that the Contractor's coverage will be primary in the event of a loss, regardless of applying any other insurance or self-insurance. The Contractor must deliver to the City a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City's intent to award a Contract. No contract shall be effective until the required certificate (s) has been received and approved by the City. Please meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within ten business days to prevent the contract from being rejected. **The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent up to and after bid opening.**

WORKERS' COMPENSATION INSURANCE & EMPLOYERS LIABILITY INSURANCE

The Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than $500,000 each accident for bodily injury by accident or $500,000 each employee for bodily injury by disease. The contractor shall provide a Waiver of Subrogation in favor of the City of Texas City and its agents, officers, officials, and employees.

COMMERCIAL GENERAL LIABILITY INSURANCE –

The Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than $1,000,000 per occurrence and a minimal aggregate of at least $2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute for providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured

contract, including the tort liability of another assumed in a business contract. All coverage shall be retained from the standard policy with notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employees shall be listed as additional insured.

BUSINESS AUTOMOBILE LIABILITY INSURANCE - The Contractor shall maintain Business Automobile Liability insurance with a limit of not less than $1,000,000 for each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. The contractor shall provide a Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.

BUILDERS RISK
Limit not less than 100% of the total projected construction value at completion of the project. The contractor agrees to maintain the Builder's Risk insurance, providing coverage to protect the interests of the City, Contractor, and Sub-Contractors, including property in transit and property on or off premises, which shall become a part of the building or project. Coverage shall be written on an All Risk, Replacement Cost, and Completed Value Form basis. Loss Payee endorsement is required.

RIGHT TO REVIEW AND ADJUST- The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial conditions.

POLICY LIMITS - Required limits may be satisfied by combining primary, umbrella, or excess liability policies. The contractor agrees to endorse the City and its agents, officers, officials, and employees as additional insured unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure 'True Follow Form" basis.

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DEDUCTIBILES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION - The Contractor may maintain reasonable and customary deductibles, subject to approval by the City. The contractor shall agree to be fully and solely responsible for any costs or expenses resulting from coverage deductible, coinsurance penalty, or self-insured retention. Subcontractors - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the Contractor's responsibility to ensure compliance with this provision. The city accepts no responsibility arising from the conduct or lack of behavior of the Subcontractor.

ACCEPTABILITY OF INSURANCE - Insurance coverage shall be provided by companies admitted to doing business in Texas and rated A-, VI (rated) or better by AM Best Insurance Rating.

EVIDENCE OF INSURANCE - A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within IO business days by the successful Contractor's insurance agent or insurance company after the contract award. Endorsements must be submitted with the certificate. A contract shall be effective once the required certifications have been received and approved by the City. Renewal certificates shall be sent a minimum of IO days before coverage expiration. Upon request, the Contractor shall furnish the City with certified copies of all insurance policies. The certificate of insurance and all notices shall be uploaded to the Contractor Portal in Neighborly.

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

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NOTICE OF CANCELLATION

Non-renewal, Material Change, and Exhaustion of limits - Contractor must provide a minimum of 30 days prior written information to the City of Texas City of policy cancellation, material difference, exhaustion of aggregate limits, or intent not to renew insurance coverage. Suppose the City is notified that required insurance coverage will be canceled or non-renewed during the contract period. In that case, the Contractor shall agree to furnish a new or revised certificate(s) before the expiration of such insurance as proof that equal and similar coverage is in effect. The City reserves the right to withhold payment to the Contractor until coverage is reinstated.

CONTRACTORS FAILURE TO MAINTAIN INSURANCE – If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to the Contractor until coverage is reinstated or to terminate the Contract.

NO REPRESENTATION OF COVERAGE ADEQUACY - The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

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SCOPE OF WORK

BUILDING NOTES

Work to be performed in the construction drawings and building notes shall comply with the manufacturer's recommendations, COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION/RECONSTRUCTION POLICIES AND PROCEDURES, INTERNATIONAL RESIDENTIAL CODE (IRC), INTERNATIONAL PLUMBING CODE (IPC), INTERNATIONAL MECHANICAL CODE (IMC), INTERNATIONAL FUEL GAS CODE (IFGC), INTERNATIONAL ENERGY CONSERVATION CODE (IECC), NATIONAL ELECTRIC CODE (NEC), and all applicable City codes, code amendments, and ordinances.

INCLEMENT WEATHER DAYS - It is imperative to maintain a tight timeline for this project's demolition and construction activities. Days to complete the project will be added to the original Contract Time for only the bulleted reasons listed below and only if requested in writing from the Contractor within five business days of the inclement weather and only during the original Contract time. It will be up to the Contractor to prove that the inclement weather at the project site impeded the progress of the work. Suppose inclement weather day extensions are added to the Contract Time. In that case, they will be provided in a written Change Order and executed by the Owner, Contractor, and City Staff Representative. Any delay over the Contract Time, as may be revised, will be assessed liquidated damages per the Tri-Party Agreement contract.

Rainfall above 4” per day. At their discretion, the Rehabilitation Specialist/Inspector will allow additional days for drying of the ground or issues impeding concrete placement. This will only be allowed once the Contractor has had reasonable time to frame the structure with roof decking and a rolled asphalt cover protecting the building from rainfall inside the structure. The high temperature does not advance above 105° F per day. At their discretion, The Rehabilitation Specialist/Inspector will allow 1-3 additional days for issues impeding concrete placement. This will only be allowed until the Contractor has had reasonable time to frame the structure and can

place sheathing over the building exterior openings to heat the building interior by safe mechanical means.

All parties involved with the contract agreement shall agree to the contract documents and any other alterations before work commences.

All products, appliances, equipment, fixtures, and materials used in this work will be of new, premium-grade quality without defects - unless stated otherwise or preapproved by the Rehabilitation Specialist/Inspector. Any finished products damaged during shipping, loading/unloading, staging, or installation shall be repaired or replaced to "like new" condition by the Contractor.

All materials shall be installed according to the industry best practice standards and in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection, and testing.

"Install" or "installation" means purchasing, setting up, testing, and warranting a new component unless otherwise noted.

All measurements (i.e., SF of Drywall or those provided with/ drawings) are for the contractor's convenience. The contractor must verify all dimensions and all quantities (i.e., numb er of window units) of material. No claim for additional funds due to discrepancies in measurements or amounts shall be honored if the differences were not submitted to the Rehabilitation Specialist/Inspector before bid submission.

The Contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction. If required, the Contractor shall install an agency-provided sign where directed by the Rehabilitation Specialist/Inspector. No other signs are permitted.

OSHA REQUIREMENTS

Conform to OSHA REQUIREMENTS for all construction/equipment operations and material installation.

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WARRANTY CERTIFICATION

Warranty

The Contractor will be required to provide certification of the builder's warranty for the term limits of the first TRCC warranty as identified here: 1-year warranty for quality and materials; 2-year warranty for mechanical delivery systems. Ten-year warranty for major structural components of the Home; and Ten-year warranty of habitability.

Warranty certifications will be submitted with other required close-out documents. The contractor will be required to submit an Affidavit of All Bills Paid, Waiver of Mechanic's Lien from all subcontractors, and a Contractor / Sub-contractor Utilization Report, as well as any other HUD or city-required documentation before receiving final retainage payment.

The order of priority for project materials, appliances, equipment, and standards shall be from construction drawings and notes combined with the Building Notes / Specifications herein to the General Specifications Manual (GS). All shall apply to the project, and the most stringent specification between the construction drawings and Building Notes / Specifications shall have priority. All other items not listed in the drawings and Building Notes / Specifications shall be as per the GS where applicable.

TEXAS ACCESSIBILITY STANDARDS (TAS)

Fixtures and equipment, mounting heights, and clearance dimensions for this project can be found at the following web link: tas2.pdf (texas.gov)

Wall bracing/backer boards shall be installed for designated grab bars at the tub, toilet, and other future locations to be determined. The Rehabilitation Specialist/Inspector shall approve all grab bar blocking and installation before drywall application. Wall bracing/backer board positioning

and heights shall follow TAS directives. Provide information for written approval before ordering any unit to be considered "or equal."

When the phrase "at Owner's option" or "Owner's preference" is used, bids shall be submitted to include the option of most cost, and the Owner's selection of the stated option will be of no increased cost to the City or Owner.

Minimum Building materials and installation standards shall comply with applicable municipal codes orders, with minimum warranties and warranty periods consistent with those identified in the item.

SITE MAP

No pooling or ponding of the lot is allowed as final product, and rainwater may not be detoured onto an adjacent landowner's property.

Premium, clean-fill dirt material shall be supplied to fill any voids, depressions, or cavities left from demolishing the existing structure or else here on the overall site. Existing property soil may be used for fill materials if grading of the lot allows its use without impeding proper drainage.

Upon construction of the new dwelling, all site preparation and grading for the finished yard shall be done under **CONSTRUCTION/SITE**.

BUILDING SPECIFICATIONS

SEE SEPARATE PDF FILES IN THE BID INVITATION ON NEIGHBORLY:

5901 Roberts- Structural.pdf
TC_90_TC Architectural Set_1-26-24.pdf

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DEPARTMENT RECONSTRUCTION PROGRAM PAYMENT ALLOCATION

PROGRESS PAYMENT

Progress payment shall be remitted based upon the percentage of work completed AND materials in place. No payments will be remitted for materials stored and/or not installed. There shall be five draws allowed during the duration of the project.

PERCENTAGES OF COMPLETION

At the time of progress payments: The percentage of work completed and respective percentage of progress payment to be remitted shall be determined at the sole discretion of the Rehabilitation Specialist/Inspector as follows: 20% when the dry-in is completed less I0% of progress payment, 40% when rough-in of electrical, plumbing and HVAC is completed less 10% of progress payment, 60% when insulation and cover up of interior and exterior work is completed less l0% of progress payment, 80% when top-out of plumbing electrical HVAC, painting and flooring work is completed less 10% of progress payment, 100% when doors, trim, installation of furnishings, landscaping and punch list work is completed, less I0% of progress payment.

RETAINAGE PAYMENT

NOTE: A retainage of 10% will be held from each progress payment. The retainage payment will be remitted to the Contractor 30 days following sign-off of final inspection, or certificate of occupancy is obtained, and all required close out documents submitted to Rehabilitation Specialist/Inspector, whichever occurs latest. Retainage is withheld from progress payments to ensure all punch items are completed and all close-out paperwork is finalized by the Contractor.

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BIDDING PROCEDURES

All bids must be in strict accordance with all terms, conditions, and specifications within this Request for Bid Number RFB # 2024-447.

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 5901 Roberts St., Texas City, TX 77590.

All blanks on the bid forms should be filled in and signed in blue ink or filled in manually with blue ink. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

All monetary figures quoted in the bid and contract documents shall be rounded to the nearest dollar amount. NO HUNDREDTHS OF A DOLLAR WILL BE CONSIDERED.

Any insertion, alteration or erasure must be initialed by the signer of the bid.

All requested alternates shall be bid. If no change in the base bid is required, enter "no change."

Where two or more bids for designated portions of the work have been requested, the bidder may state his refusal to accept an award of less than the combination of the bids he/she so stipulates. The bidder shall make no additional stipulation on the bid form nor qualify his bid in any other manner.

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BID PACKET **- To be turned in on Bid Day**

RFB #2024-447

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 5901 Roberts St., Texas City, TX 77590.

Bid Packet to be submitted consists of 67 Total Pages (in red font at top of pages) which are bottom page numbers " Pages 38 through 105 (Pull these pages, fill in the information, and turn in on bid day with the bid packet coversheet, including:

BID SHEET pg. 38-40

METHOD OF PAYMENT pg. 41
CONTRACTOR QUALIFICATIONS pg. 42
CONTRACTOR QUALIFICATIONS STATEMENT pg. 43-45
CLIENT REFERENCES & PERSONAL REFERENCES pg. 46-50
CERTIFICATION OF BID pg. 97
FEDERALLY REQUIRED CERTIFICATIONS pg. 59-64
FELONY CONVICTION pg. 95
NOTICE OF NON –PARTICIPATION pg. 99
CERTIFICATION REGARDING DEBARMENT pg.101
CONFLICT OF INTEREST QUESTIONNAIRE pg. 102
CERTIFICATE OF INTERESTED PARTIES pg. 103
HOUSE BILL 89 VERIFICATION FORMPG pg.104
NON-COLLUSION BIDDING CERTIFICATION pg.105

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BID SHEET

RFB# 2024-447

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 5901 Roberts St., Texas City, TX 77590.

Name of Bidder (Company): _____

Representative Name: _____

Contact information: _____

Pursuant To and In Compliance with the Invitation to Bid:

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this bid. The Contractor hereby agrees to furnish all labor, materials and to perform the work required including required taxes, disposal fees, license fees, permits, bonding, insurance premiums and other costs associated with the performance of the following project: Construction of a Residential Structure at 5901 Roberts St., Texas City, TX 77590.

Dumping of construction waste and debris materials, other than the recycle facility, is illegal and Contractor shall be liable for penalties and/or fees levied against him/her for improper disposal of waste materials. Copies of dump tickets must accompany all invoices requesting payment for removal of demolition of materials.

Estimated Cost: $192,920.00.

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ACKNOWLEDGEMENTS: The Bidder declares that he/she has performed a thorough investigation of the project site and thoroughly understands the scope of work and has examined the Contract Documents for the work involved with completion of the project.

Description and Base Bid

RFB # 2024-447

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 5901 Roberts St., Texas City, TX 77590.

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this Bid. To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or print legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may cause a rejection of the bid package. If there are discrepancies in unit price and total, unit price will prevail.

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One vendor will be selected for the Residential Construction phases of this project. Pursuant to and in Compliance with the invitation to Bid the Proposed Bid Documents relating to the construction of a new structure for:

Item Number	RFB Number	Description & Base Bid	Price
		Includes all labor, materials, services, and equipment required to complete said work shown in the drawing and the Specifications / Scope of Work	

Number of days from receipt of the Notice to Proceed to completion of Construction of RFB # 2024-447, 100 consecutive calendar days. Not to exceed four (4) months.

Company Name: _____

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METHOD OF PAYMENT

RFB # 2024-447

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 5901 Roberts St., Texas City, TX 77590.

PAYMENT TERMS

Net 30 (Vendor paid within 30 days of invoice.)

Company Name_____

Authorized Signature_____

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CONTRACTOR QUALIFICATIONS

RFB #2024-447

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 5901 Roberts St., Texas City, TX 77590.

Please complete the Contractor Qualification Statement and attach all requested documentation.

CHECKLIST

Respond to all questions and statements (put N/A when "not applicable")

Each principal of the firm completes a separate Section II.

All references have proper and complete mailing addresses.

Contractor Acknowledgment (Section VI) is signed and notarized (separate form and signature by each principal of firm).

Release of Information completed by each principal of firm.

Corporations should attach a copy Letter of Good Standing with the Texas State Comptroller. See Contractor Qualifications Statement form.

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CONTRACTOR QUALIFICATIONS STATEMENT

BUSINESS INFORMATION (Partnership, Sole Proprietor, Corporations)

Firm Name: _____

Business Location Address: _____
Mailing Address: _____
Business Phone: _____
Email Address: _____

LEGAL STATUS

Partnership Sole Proprietorship Corporation

Federal Income Tax Business Id.: _____

Social Security Number: _____

Date Firm Established: _____

Corporation: _____

Charter Number: _____

Date of Charter: _____
Date of last board meeting: _____
Are there any outstanding litigation, judgments, or claims pending against the contractor or firm? _____
If yes, describe: _____
_____

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Board of Directors and Officers (corporate only)

Name: _____Title: _____

Name: _____Title: _____

Name: _____Title: _____

Name: _____Title: _____

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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: _____

Home Address: _____

Phone: _____

Driver's License #: _____ State: _____

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience _____

Title: _____

Principals' signature: _____ Date: _____

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REFERENCES

Please provide a proper mailing address, and e-mail addresses, if applicable.

List all financial or banking references.

Name of Institution: _____

Type of Account (s): _____

Account Number: _____

List all local suppliers where your firm has past or present credit dealings.

Name of Firm _____

Contact Person_____

Mailing Address _____

(Street or P.O. Box) (City) (State) (Zip Code)

Type of Account(s) _____

Account# _____

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List three persons and/or municipalities for whom your firm has completed construction, remodeling, or repairs on structures for $I0,000 or more within the past 2 years.

Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

_____

_____

_____

_____

_____

_____

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

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Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

_____

_____

_____

_____

_____

_____

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

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Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

_____

_____

_____

_____

_____

_____

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

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PERSONAL REFERENCES

Name	Address	Occupation

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CONTRACTOR CAPABILITIES

What is the greatest amount of work, in dollars, that you have ever done at one time (all jobs)?

_____

_____

What is the largest single job, in dollars you have previously performed?

_____

_____

What amount of work, in dollars, do you normally carry?

_____

_____

What dollar size contracts do you think your organization is best qualified to handle?

_____

_____

Have you ever failed to complete a job? Y / N

If yes, provide a detailed explanation on a separate page.

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List any contractors for whom you have worked as a subcontractor within the past 12 months (use a separate page, if necessary).

Date Worked	Size of Subcontract	Name of Contractor

State your work specialties.

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PERSONAL REFERENCES

Name	Address	Occupation

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CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm _____
(print)

Signature _____
(notarization required)

Date _____

****WARNING** PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

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CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____(insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration there in expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____day of _____ ,2024

[SEAL]

_____

Notary Public, State of Texas

_____

Print name of Notary Public

My commission expires the _____day of _____, 20__

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INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared _____ known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____day of _____,2024

[SEAL]

_____
Notary Public, State of Texas

_____
Print name of Notary Public

My commission expires the _____day of _____, 20____

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RELEASE OF INFORMATION

I (we),_____, of _____, hereby authorize the City of Texas City or its designated agents to obtain and receive all records and information pertaining to eligibility for the Qualified Contractor list, including work record, personal information, credit and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the City of Texas City the right to request all information that we can or could obtain from any person, company, or firm on any matter referenced above. I (we) agree to have no claim for defamation, of privacy, or otherwise against any person or firm or corporation by reason of any statement or information released by them to the City of Texas City for purposes of the program. The term of this authorization shall commence on the date of signature and be in force for a period of two (2) years.

_____
(Date)

_____
(First Name) (Middle Initial) (Last Name)

_____
(Signature)

_____
(Business Name)

_____
(Street Address/ Route No. (No P.O. Box or Drawer No.)

_____
(City, State, Zip)

_____
(Date of Birth) (Tax ID # or Social Security No.)

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THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____day of _____, 2024

[SEAL]

_____
Notary Public, State of Texas

_____
Print name of Notary Public

My commission expires the _____day of _____, 20___

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Purchasing Department
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FEDERALLY REQUIRED CERTIFICATIONS

STATUTORY ASSURANCES AND COMPLIANCIES

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development funds.

COMPLIANCE WITH TITLE VJ OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED:

The Contractor hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D there of issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.

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COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED:

During the performance of this contract the Contractor agrees as follows: The Contractor will conform to Executive Order No. 11 246 of September 24, 1965 (E.O. 11 246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisement s for employee es placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of E.O.11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of E.0.11 246, and the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by E.O.11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in E.O.1246, and such other sanctions may be imposed and remedies invoked as provided in E.O.11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O.11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the most current regulations of the United States Department of Labor, made pursuant to the Copeland “Anti-Kickback Act" (48 Stat. 948:62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276C -- herein incorporated by reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractor’s contract.

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CERTIFICATION OF COMPLIANCE WITH AIR AND WATERACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000.)

COMPLIANCE WITH AIR AND WATER ACTS: During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC I 857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (I) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

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COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS: The Contractor hereby agrees to comply with all requirements related to federally related Labor Standard requirements as may be noted in the bid and contract documents. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS: The Contractor hereby agrees to comply with all local, state, and federal laws, ordinances, and regulations applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

CERTIFICATION: All information provided above is true and complete to the best of my knowledge and belief. I certify that I will comply with the local, state, and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.

_____ _____

(Signature) (Date)

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
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Texas City, Texas 77590

PERFORMANCE BOND

Bond No._____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of_____, County of_____, and State of_____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Texas City, Galveston County, Texas

_____(Owner), in the penal sum of ($) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered a certain written contract with the Owner,

dated the day_____ of_____ 20___, to furnish all labor, materials, and

equipment necessary for completing the construction a two (2) br, two (2) bathroom, single-family home at 5901 Roberts St., Texas City, TX 77590, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and the Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be

determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this _____ day of _____, 20_____.

_____

(Principal) (Surety)

By_____ By _____

Title_____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

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PAYMENT BOND

Bond No._____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of_____, County of_____, and State of_____, as principal, and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Texas City of Galveston County, Texas (Owner), in the penal sum of_____

($_____
_____)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally by these presents:

WHEREAS the Principal has entered a certain written contract with the Owner,

dated the_____ day of_____, 20_____, to furnish all labor, materials, and equipment necessary for completing.

Which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be

determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed hereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this day of _____, 20_____.

_____

(Principal) (Surety)

By_____ By _____

Title_____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

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CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees based on race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $ I00,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

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NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Non-Segregated Facilities must be submitted prior to the award of a contract or subcontracted exceeding $100,000 which is not exempt from the provisions of the Equal Opportunity Clause.

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

_____ _____

(Signature) (Date)

_____

(Print Name and Title)

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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

For Applicable City of Texas City Programs and Projects

Section 3 is a provision of the Housing and Urban Development Act of 1968. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a federally funded project necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low - and very low-income persons or business concerns residing in the community where the project is located. Section 3 applies to the department as a recipient of HUD funds for any projects, in which the HUD investment is $200,000 or more, and contractors or subcontractors receiving $I00,000 or more in covered funds.

PURPOSE

The purpose of this Plan is to provide employment and business opportunity for businesses and lower income persons who are residents of the Texas City - Houston, Sugarland, and Woodland MSA referred to as the Section 3 Area under the Community Development Block Grant Program, by setting forth procedures to be implemented by contractors and subcontractors to assure compliance with Section 3 of the Housing and Urban Development Act, as defined in 24 CFR part 135 (for project receiving federal assistance of $200,000 or more or contracts for covered projects receiving $I00,000 or more).

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DEFINITIONS

SECTION 3 COVERED PROJECT - A Section 3-Covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc. which is funded by HUD, and in which contractors or subcontractors receive $I00,000 or more in covered funds.

SECTION 3 RESIDENT - A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

SECTION 3 BUSINESS RETURN - Section 3 business concerns are businesses that can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

RACE AND GENDER NEUTRAL - Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

NUMERICAL GOALS: The department shall meet and ensure that covered contractors and subcontractors meet the minimum numerical goals set forth at 24 CFR Part 135.30: 30 percent of the aggregate number of new hires shall be Section 3 residents; and 10 percent of all covered construction contracts shall be awarded to Section 3 business concerns. At least three (3) percent of the total dollar amount of all other section 3 covered contracts. In accordance with 24

CFR § 135.30, if these minimum requirements are not met, sufficient documentation must be kept providing reasoning and justification for non-compliance. This documentation should include evidence of all Section 3 outreach efforts. To meet these goals, the department shall maintain a certification process for Section 3 business concerns. The following clause shall be included (verbatim) in bid documents and all contracts for projects in which the amount of federal investment exceeds $100,000.

24 CFR § 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 I u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training position s, that are filled (I) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, debarment, or suspension from future HUD assisted contracts.

With respect to work performance in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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UTILIZATION OF SECTION 3 AREA RESIDENTS AND BUSINESSES

All contractors subject to this Section 3 regulation will provide a "Preliminary Statement of Work Force Needs" form prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force. Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as trainees to the greatest extent in the various training categories and filling any vacant training positions with lower income project area residents except for those training position which remain unfilled after a good faith effort has been made to fill them with eligible income project area residents.

Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as employees to the greatest extent feasible by identifying the number and types of positions not currently occupied by regular, permanent employees and establishing a goal of positions to be filled by lower income residents of the Section 3 covered project area and thereafter making a good faith effort to fill the identified positions.

ln recruiting and filling vacancies, the City will require contractors and subcontractors to attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs. etc. When lower income resident workers apply. Either on their own initiative or on referral from any source, the contractor or subcontractor shall determine if the qualifications are satisfactory and if there are openings.

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CONTRACTOR OR SUBCONTRACTOR AFFIRMATIVE ACTION PLAN

All competitive bidders and negotiated contractors, subject to 24 CFR Part 135 regulations (contracts over $100,000) will submit to the City of Texas City utilization goals. Evaluation of each bid and negotiated contract will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve these objectives of Section 3 regulations. The following submittal, or similar, updated document, will be required of each construction contractor.

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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

SECTION 3 ACTION PLAN

The work to be performed under bids on projects assisted under programs providing direct federal financial assistance from the Department of Housing and Urban Development (HUD) arc subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968.

Section 3 Resident - A "section 3 resident" is: l) a public housing (HUD) resident; or 2) a low- or very low-income person residing in the Houston, Sugarland, and Woodland Metropolitan Statistical Area (MSA). The preferences provided under this regulation are based on income level and location and are race and gender neutral. The following income limits apply to the households of those considered Section 3 residents based upon income:

2023 City of Texas City Income Limits for Consideration as Low to Moderate Income.

FY 2023 Income Limit Area	Median Family Income	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area	$93,200	**Low (80%) Income Limits ($)**	52,200	59,650	67,100	74,550	80,550	86,560	92,450	98,450
		Very Low-Income Limits ($)	32,650	37,300	41,950	46,600	50,350	54,100	57,800	61,550
		Extremely Low-Income Limits ($)	19,600	22,400	25,200	30,000	35,140	40,280	45,420	50,560

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SECTION 3 BUSINESS CONCERNS

Section 3 business concerns are businesses which can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

The Bidder represents and certifies as part of its bid that it will comply with the requirements of Section 3 in one of the following categories (MUST CHECK ONE BOX ONLY).

☐ CATEGORY A SECTION 3 BUSINESS CONCERN (OWNERSHIP)

51% or more of the business is owned by Section 3 Residents (low income) or public housing (HUD) residents in Galveston County (attach copy of the first and last page of current lease and documentation of business ownership, such as articles of incorporation, form I099, tax return, bank statement, or other satisfactory proof of ownership, along with the attached Affidavit of Section 3 Business Ownership).

☐ CATEGORY B SECTION 3 BUSINESS CONCERN (WORKFORCE)

Full-time, permanent workforce of the business currently includes 30% or more Section 3 eligible residents, or within three years of the date of first employment with the business concern were Section 3 residents (attach a list of all employees with Section 3 employees so designated, along with an Affidavit of Section 3 employee status from each Section 3 employee.)

☐ CATEGORY C SECTION 3 BUSINESS CONCERN (SUBCONTRACT)

The bidder hereby commits to subcontract at least 25% of the total amount of subcontracts to Category A or B Section 3 businesses. Attach on separate sheets the name, address, phone number, amount of subcontract and Section 3 Business Concern category (A or B) for each intended Section 3 Business Concern subcontractor and attach satisfactory documentation of the subcontractor's Section 3 status.

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SECTION 3 NARRATIVE AFFIRMATIVE ACTION PLAN

All competitive bidders for Section 3 covered projects must submit to the City of Texas City a Section 3 narrative affirmative action plan including utilization goals. Evaluation of each bid and will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve the objectives of Section 3 regulations. Attach additional pages as necessary.

Explain how you intend to recruit a minimum of 30% of Section 3 residents for any new hires from the time this bid is submitted until the contract is complete, and what actions you will take to require subcontractors to do the same.

Check all applicable boxes.

- ☐ Ads placed with local advertising media such as newspapers.
- ☐ Sign at the project site
- ☐ Notification of Public Housing Agencies, Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities.
- ☐ Other
- ☐ No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

If you intend to subcontract, explain how you intend to subcontract a minimum of 25% of the work of this bid to Section 3 business concerns. Check all applicable boxes.

- ☐ Ads placed with local advertising media such as newspapers.
- ☐ Sign at the project site

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☐ Contact a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.

☐ Other

☐ No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

Describe how you will document and maintain evidence of all Section 3 outreach efforts, and how you will require any subcontractors to do the same. Check all applicable boxes.

☐ Maintain copies of ads placed with local advertising media such as newspapers.

☐ Maintain photos of signage at the project site

☐ Maintain copies of letters or internet search results requesting a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.

☐ Other

☐ No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

The successful bidder will provide a " Preliminary Statement of Work Force Needs" form, prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force to accomplish the work of this bid. ln recruiting and filling vacancies to accomplish the work of this bid, the successful bidder shall recruit from Galveston County the necessary number of lower income or public housing residents through: local advertising media, signs placed at the project site, and notices to appropriate community organizations and public or private institutions operating within or serving the project area such as: Public Housing Agencies, Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action

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Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities. Provide selections from the list of resources below or list other resources to be used in recruiting Section 3 employees. Upon contracting, a completed " Preliminary Statement of Work Force Needs" shall be provided by the contractor to each organization contacted. Check all applicable boxes.

☐ Public Housing Agency ☐ Workforce Commission ☐ Manpower

☐ Services/Employment Agencies

☐ Texas Commission for the Blind

☐ Other

☐ No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

☐ If no recruitment or hiring is anticipated, briefly explain why _____

☐ Business has no employees other than the owner(s).

☐ The business is currently fully staffed and has existing capacity for the proposed project.

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GRIEVANCE PROCEDURE: Section 3 employees must be informed that in the event of a grievance or complaint against the municipality or the general contractor, they may file by mail a grievance with:

Assistant Secretary for Equal Opportunity & Fair Housing
Department of Housing and Urban Development
451 Seventh St., S.W. - Room 5100
Washington, D.C. 20410-2000,

or

Fair Housing and Equal Opportunity Division Department
of Housing and Urban Development
80l Cherry Street
P.O. Box 2905
Fort Worth, TX 76113-2905

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Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

SUBCONTRACTORS: Subcontractors will be informed of their requirement to submit a Section 3 Action Plan and certifications to the city.

Implementation Schedule: Provide a schedule timeline of the implementation of this plan: Section 3 Employee Recruitment Timeline:

☐ Not Applicable - This project does not require employee recruitment.

Timeline (Pre-Bid, Pre-Commencement, During) _____

_____

Subcontractor Timeline:

☐ Not Applicable - No subcontracts are anticipated for this project.

Timeline (Pre-Bid, Pre-Commencement, During) _____

_____

Describe training opportunities your firm can provide for low-income or public housing Section 3 residents as well as an overview of your training plan. Check all applicable boxes.

☐ Management Training
☐ Maintenance Training
☐ Building Trades Training
☐ Clerical Training
☐ Support Services Training
☐ Other Training Opportunities

The successful bidder shall send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitment under the Section 3 clause and shall have posted copies of the notice in conspicuous places available to employees and applicants for employment or training. List any

labor organizations or worker representatives with whom your firm has a collective bargaining agreement, contract, or other understanding:

☐ Not Applicable - bidder does not have any collective bargaining agreement, contract, or understanding with any labor groups.

List Labor Organizations _____

_____

SECTION 3 CLAUSE

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 I u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each;

and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

City of Texas City, Texas
Purchasing Department
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SECTION 3 CERTIFICATION

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, fraudulent statement or entity, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $I0,000 or imprisoned for not more than five years, or both. The undersigned gives express consent to the City of Texas City to verify any information provided by the vendor within this Section 3 Business Certification Form.

Certification - The information above is true and complete to the best of my knowledge and belief.

_____ _____

Signature Date

_____

Print Name and Title

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

AFFIDAVIT OF SECTION 3 EMPLOYEES

(Used to Certify Category B Section 3 Business Concern - Workforce)

On this _____day of _____, 20____
Date Month Year

I, _____, hereby certify that I am an employee of _____.

I am (Circle as many as apply):

A resident of public (HUD) housing within Galveston County (attach front and back page of lease).

Currently low income: Employee's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income $93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Previously low income based upon the table above, within 3 years prior to becoming employed by this employer.

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

City of Texas City, Texas
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I certify that the above statements are true and correct. I understand that I may be required by program staff to provide income documentation, or some other form of documentation to prove I am a Section 3 employee at the time this affidavit is signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

_____ _____

Signature of Section 3 Employee Date

_____

Printed Name of Section 3 Employee

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

STATE OF TEXAS §

§

COUNTY OF GALVESTON §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____,

20 _____, by _____,

[SEAL]

_____

Notary Public in and for the State of Texas

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

AFFIDAVIT OF SECTION 3 BUSINESS CONCERN OWNERSHIP

(Used to Certify Category A Section 3 Business Concern - Ownership)

On this _____ day of _____, 20___, I, here by certify that I am the/an

owner of _____ .
Name of Business

At least 51% of the ownership interest in this business is by Section 3 residents (low income or public housing residents). And I am (Circle as many as apply)

A resident of public (HUD) housing within Galveston County (attach front and back page of lease)

Currently Low income: Owner's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income $93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Title 18, Section 1001 of the U.S. Code states that all person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT
COUNTY OF GALVESTON

I certify that the above statements are true and correct. I understand that I may be required by program staff to provide business primary or employee income documentation, or some other form of documentation to prove my company was a Section 3 Business Concern at the time this affidavit was signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

_____ _____
Signature of Section 3 Business Owner Date

_____
Printed Name of Section 3 Business Owner

This instrument was acknowledged before me on the _____day of _____, 20____, by

_____.
Name

[SEAL] _____
Notary Public in and for the State of Texas

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PRELIMINARY STATEMENT OF WORK FORCE NEEDS

(1) PROJECT NAME

(2) CONTRACT NUMBER

(3) JOB TITLE

(4) TOTAL # OF EMPLOYEES NEEDED FOR THIS PROJECT

(5) NUMBER OF POSITIONS

(6) CURRENTLY FILLED

(a) TOTAL (b) # of SECTION 3 RESIDENTS

(7) HIRING GOAL

(a) TOTAL (b) # of SECTION 3 RESIDENTS

CERTIFICATION

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ _____

Signature Date

_____

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters a contract with the City of Texas City must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require a substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

_____

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

_____ _____

Authorized Company Official's Name (Printed) Date

My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony.
(Write N/A if does not apply)

_____

Signature of Company Official

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony. (Write N/A if does not apply)

Signature of Company Official

Provide a general description of the conduct resulting in the conviction of a felony. (Write N/A if does not apply)

_____

_____

_____

Signature of Company Official

Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
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CERTIFICATION OF BID

CERTIFICATION and AUTHORIZATION

RFB # _2024-447__

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished including the Texas Ethics Commission Certificate of Interested Parties Form 1295 and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the company is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

By submitting a bid/proposal, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the Mayor or City Commission of the City of Texas City within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By: _____ Title: _____

Printed Name: _____ Company Name: _____

Phone Number: _____ Email: _____

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Bid Address:

_____ P.O. Box or

Street City State Zip

Order Address:

_____P.O. Box or

Street City State Zip

Federal Tax ID Number: _____

Date: _____

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

NOTICE OF NON-PARTICIPATION

RFB #2024-447

RECONSTRUCTION OF A RESIDENTIAL STRUCTURE

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Texas City Purchasing Department

1801 9th Ave N

Texas City, TX 77590

DO NOT return the solicitation packet.

Failure to respond may result in the removal of your organization from our current Vendor file.

Company Name: _____

Address: _____

Phone number: _____

Reason for no response to this RFB

Please check the items that apply:

Suitable, but engaged in other work.

Do not sell the item(s) required: _____

Can not be competitive.

Can not meet the specifications highlighted in the attached Bid.

Can not provide insurance required.

City of Texas City, Texas
Purchasing Department
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Texas City, Texas 77590

Can not provide bonding required.

Can not comply with identification requirements.

Job too large.

Job too small.

Do not wish to do business with the City.

Other reasons; please explain.

_____

_____

_____

Signature Title Date

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____ By _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

SBA Form 1623 (10-88) This form was electronically produced by Elite Federal Forms, Inc.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

	OFFICE USE ONLY
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

_____
Company Name

_____
Signature of Authorized Official

_____
Title of Authorized Official Date

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

_____
Legal Name of Person, Firm or Corporation

_____
Authorized Signature

_____
Title

Bid Document

Project Name: Housing Reconstruction_31131

Contractor: DALE CONSTRUCTION AND RENOVATION

Submitted By: BERNARD DALE *bernarddale68@aol.com*

Date Submitted: 2/13/2024 1:21:35 PM

CUSTOMER INFORMATION

5901 Roberts Street, Texas City, TX 77591

Neighborly Software

Location: Unassigned

General Requirements	Quantity	Cost/Units	Total
1 - PERMITS AND LICENSES (*Specification ID:1.00250 Estimated Qty:0*)			
Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current licenses required by the State, County and City.			
2 - CODE COMPLIANCE (*Specification ID:1.00500 Estimated Qty:0*)			
All materials and methods of construction related to work performed on this project must comply with locally adopted code requirements and must meet with the approval of local code enforcement officials.			
3 - WORKMANSHIP & MATERIAL STANDARDS (*Specification ID:1.02000 Estimated Qty:0*)			
Contractor to perform work specified in Work Write- Up in a high-quality good-workmanlike manner using specified materials or approved equals. Materials must also 1) be high quality, 2) be installed in accordance with manufacturer's specs and 3) meet requirements of code enforcement inspectors.			
4 - SCHEDULING WORK (*Specification ID:1.02500 Estimated Qty:0*)			
Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the inspector. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 3:00pm Monday through Friday. The Contractor responsible for scheduling and coordinating subcontractor work.			
5 - COMPLIANCE INSPECTIONS (*Specification ID:1.02750 Estimated Qty:0*)			
Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub- floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required. Work that has been concealed without a Compliance Inspection may result in payment delays or denials!			

6 - GENERAL CLEAN-UP (*Specification ID:1.05000 Estimated Qty:0*)			

Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include--but is not limited to--damp wiping, sweeping, mopping and vacuuming.

Subtotal for General Requirements ***$0.00***

Doors, trim, installation of furnishings, landscaping and punch list work.	**Quantity**	**Cost/Units**	**Total**
7 - Installation of the appliances, landscaping and punch list. (*Specification ID:0 Estimated Qty:0*)		$38,584.00	$38,584.00

Installation of the appliances, Land scaping and punch list

Dry-In.	**Quantity**	**Cost/Units**	**Total**
8 - Dry In (*Specification ID:0 Estimated Qty:0*)		$38,584.00	$38,584.00

Site work water to drain to the street. Frame in the house and the garage, install the roof, windows, temporary doors and vaper barrier.

Insulation and cover up of interior and exterior work.	**Quantity**	**Cost/Units**	**Total**
9 - Insulation and cover up of the interior and exterior walls. (*Specification ID:0 Estimated Qty:0*)		$38,584.00	$38,584.00

After signing off of the electrical, plumbing and the H.V.A.C. by the city inspector. Install the insulation, drywall, tape, float the interior walls. Exterior wall covering per the drawings.

Rough-In of electrical, plumbing and HVAC.	**Quantity**	**Cost/Units**	**Total**

10 - Rough in of electrical, plumbing and H.V.A.C. (*Specification ID:0 Estimated Qty:0*)		$38,584.00	$38,584.00

After signing off of the electrical, plumbing and the H.V.A.C. by the city inspector. Install the drywall, tape, float the interior walls. Exterior wall covering per the drawings.

Top-out of plumbing electrical HVAC, painting and flooring.	Quantity	Cost/Units	Total
11 - Top-out of the plumbing, electrical and H.V.A.C. (*Specification ID:0 Estimated Qty:0*)		$38,584.00	$38,584.00

After the wall covering has been signed off of by the city inspector. Paint the walls and the ceiling. Complete the top out of the plumbing, electrical, H.V.A.C, flooring, doors, trim and cabinets.

Supplemental	Total
	$0.00

Notes

Bid Total	**$192,920.00**

OWNER ACCEPTS SCOPE OF WORK

I have read the contents of this work write up and received a copy. I fully understand the repairs to be made to my property.

x_____ _____

Owner: Date

CONTRACTOR ACCEPTS SCOPE OF WORK

I have read the contents of this work write up and agree to perform all work called for in accordance with the bid submitted on _____.

x_____ _____

Contractor Date

x_____ _____

Construction Specialist Date

Case 31131: Yvonne Sanders
Work Write Up 115: Housing Reconstruction_31131
Bid Open 1/23/2024
Bid Close 2/13/2024

Id	Spec Id	Category	Location	Item	Cost Estimate	222: DALE CONSTRUCTION AND RENOVAT	249: DSW Homes, LLC [469]	247: Arkitektura Development Inc. [485]	258: A I Legacy LLC. [499]
1	1.00250	General Requirements	Unassigned	PERMITS AND LICENSES	$ -	$ -	$ -	$ 3,650.60	$ 1,500.00
2	1.00500	General Requirements	Unassigned	CODE COMPLIANCE	$ -	$ -	$ -	$ 10,951.80	$ 4,000.00
3	1.02000	General Requirements	Unassigned	WORKMANSHIP & MATERIAL STANDARDS	$ -	$ -	$ -	$ 7,301.20	$ 2,900.00
4	1.02500	General Requirements	Unassigned	SCHEDULING WORK	$ -	$ -	$ -	$ 14,602.40	$ 1,775.00
5	1.02750	General Requirements	Unassigned	COMPLIANCE INSPECTIONS	$ -	$ -	$ -	$ 3,650.60	$ 1,775.00
6	1.05000	General Requirements	Unassigned	GENERAL CLEAN-UP	$ -	$ -	$ -	$ 3,650.60	$ 1,500.00
7	0	Doors, trim, installation of furnishings, landscaping and punch list work.	Unassigned	Installation of the appliances, landscaping and punch list.	$ 38,584.00	$ 38,584.00	$ -	$ 36,506.00	$ 10,800.00
8	0	Dry-In.	Unassigned	Dry In	$ 38,584.00	$ 38,584.00	$ -	$ 94,915.60	$ 68,850.00
9	0	Insulation and cover up of interior and exterior work.	Unassigned	Insulation and cover up of the interior and exterior walls.	$ 38,584.00	$ 38,584.00	$ -	$ 87,614.40	$ 16,600.00
10	0	Rough-In of electrical, plumbing and HVAC.	Unassigned	Rough in of electrical, plumbing and H.V.A.C.	$ 38,584.00	$ 38,584.00	$ -	$ 65,710.80	$ 47,200.00
11	0	Top-out of plumbing electrical HVAC, painting and flooring.	Unassigned	Top-out of the plumbing, electrical and H.V.A.C.	$ 38,584.00	$ 38,584.00	$ -	$ 36,506.00	$ 46,850.00
				Supplemental	$ -	$ -	$ 259,536.00	$ -	$ -
					$ 192,920.00	$ 192,920.00	$ 259,536.00	$ 365,060.00	$ 203,750.00

Notes

A.I. Legacy, LLC. withdrew bid on 2/22/24.

Signature

CITY COMMISSION REGULAR MTG **(9) (i)**

Meeting Date: 03/06/2024

Bid No. 2024-443 Potable Water Tank Rehabilitation Project

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

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for Bid No. 2024-443 Potable Water Tank Rehabilitation Project.

BACKGROUND (Brief Summary)

On January 16, 2024, a notice to bidders was emailed to the Galveston County Daily News. The notice was published on January 23, 2024, and again on January 30, 2024, in accordance with state law. Bids were made available by ARKK Engineering via CivCastUSA.com. Bids were received and opened on February 8, 2024, at 2:00 P.M.

The lowest responsible meeting all requirements was I&S Tank Services, LLC with a total bid amount of $612,364.00. A letter of recommendation and a full bid tabulation are attached for you review. Funds are made available in the City of Texas City 2023/2024 Annual Budget account number 501705-55560.

RECOMMENDATION

It is the recommendation of ARKK Engineers, LLC., and the Public Works Department to award Bid No. 2023-443 Potable Water Tank Rehabilitation Project, to I&S Tank Services, LLC., for the total bid amount of $612,364.00 and that the Mayor is authorized to execute a contract on behalf of the City Commission. It is further recommended that the Mayor be authorized to approve any change orders not to exceed 25% without bringing the matter going before the City Commission.

Thank you.

Fiscal Impact

Attachments

Exhibit A

Exhibit B

February 26, 2024

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

Re: **Letter of Recommendation for 2024 Potable Water Tank Rehabilitation Project**
BID #2024-443
City of Texas City
ARKK Job No. 23-041

Dear Mr. Ballast:

On February 8, 2024, ten (10) bids were received by the City of Texas City for the above referenced project. This project involves the following:

- Rehabilitation of 14th Street 250,000 gallon elevated storage tank
- Rehabilitation of 32nd Street's 450,000 gallon ground storage tank
- Tank logo for the ground storage tank at the City's FM 517 Water Plant Facility.

Bid Tabulation Sheet – Ten (10) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.

Bidder	**Total Bid**
I&S Tank Services, LLC.	$612,364.00
TanksCo, Inc.	$648,000.00
Tankez Coatings, Inc.	$657,000.00
A&M Construction and Utilities, Inc.	$699,980.00
BRZ Coatings, Inc.	$707,000.00
M.K. Painting, Inc.	$714,000.00
Maguire Iron, Inc.	$721,500.00
CFG Industries, LLC.	$757,000.00
D&M Tank, LLC.	$795,635.00
N.G. Painting, LP.	$813,000.00

I&S Tank Services, LLC. was the lowest bidder for this project, and they submitted a list of qualifications and references. Based on the information provided, I&S Tank Services, LLC. has performed similar work in and around the Greater Houston area. ARKK Engineers staff

contacted some of the references who indicated that they were pleased I&S Tank Services, LLC. work performance and would use them, in the future. ARKK's staff also contacted I&S Tank Services, LLC. project team to discuss the project and City's expectations. I&S Tank Services, LLC's project manager informed us that they fully understand the scope of the project and have the qualified personnel and experience to complete the work successfully within the allocated contract time.

Based on the above, I&S Tank Services, LLC. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **2024 Potable Water Tank Rehabilitation Project to I&S Tank Services, LLC. for a total amount of $612,364.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



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

Cc: Mr. Jack Haralson – City of Texas City

2024 Potable Water Tank Rehabilitation Project
Bid No. 2024-443
Bid Tabulation

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER I&S Tank Services, LLC		TanksCo, Inc.		Tankez Coatings, Inc.	
(A) GENERAL ITEMS									
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	LS	1	$ 26,000.00	$ 26,000.00	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00
2	Miscellaneous Allowance as approved by the Engineer and the City:	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
	(A) SUB-TOTAL GENERAL ITEMS:				**$ 46,000.00**		**$ 35,000.00**		**$ 30,000.00**
(B) 14TH STREET ELEVATED WATER TANK ITEMS:									
3	Furnish material and labor to replace the exterior coating system on the 14th Street Elevated Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 180,290.00	$ 180,290.00	$ 173,000.00	$ 173,000.00	$ 88,000.00	$ 88,000.00
4	Furnish material and labor to replace the interior wet area coating system (includes wet riser pipe) on the 14th Street Elevated Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 75,926.00	$ 75,926.00	$ 115,000.00	$ 115,000.00	$ 208,000.00	$ 208,000.00
5	Mechanical Repairs to the 14th Street Elevated Storage Tank (See Summary of Work Section 1.02A items 1 through 12), Complete in Place, the Sum of:	LS	1	$ 49,300.00	$ 49,300.00	$ 47,000.00	$ 47,000.00	$ 40,000.00	$ 40,000.00
6	Two (2) Tank Logos for the 14th Street Elevated Storage Tank, Complete in Place, the Sum of:	LS	1	$ 6,600.00	$ 6,600.00	$ 12,000.00	$ 12,000.00	$ 16,000.00	$ 16,000.00
	(B) SUB-TOTAL 14TH STREET ELEVATED WATER TANK ITEMS:				**$ 312,116.00**		**$ 347,000.00**		**$ 352,000.00**
(C) 32ND STREET GROUND STORAGE TANK ITEMS:									
7	Furnish material and labor to replace the exterior coating system on the 32nd Street Ground Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 112,578.00	$ 112,578.00	$ 115,000.00	$ 115,000.00	$ 95,000.00	$ 95,000.00
8	Furnish material and labor to replace the interior wet area coating system on the 32nd Street Ground Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 86,370.00	$ 86,370.00	$ 105,000.00	$ 105,000.00	$ 115,000.00	$ 115,000.00
9	Furnish material and labor to replace the exterior coating system on the Yard Piping at the 32nd Street Ground Storage Tank site per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 3,000.00	$ 3,000.00	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00
10	Mechanical Repairs to the 32nd Street Ground Storage Tank (See Summary of Work Section 1.02C items 17 through 29), Complete in Place, the Sum of:	LS	1	$ 47,300.00	$ 47,300.00	$ 23,000.00	$ 23,000.00	$ 45,000.00	$ 45,000.00
	(C) SUB-TOTAL 32ND STREET GROUND STORAGE TANK ITEMS:				**$ 249,248.00**		**$ 258,000.00**		**$ 265,000.00**
(D) FM 517 WATER PLANT ITEMS:									
11	One (1) Tank Logo for the FM 517 Ground Storage Tank, Complete in Place, the Sum of:	LS	1	$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00
	(D) SUB-TOTAL FM 517 WATER PLANT ITEMS:				**$ 5,000.00**		**$ 8,000.00**		**$ 10,000.00**
	TOTAL BASE BID ITEMS (A+B+C+D)				**$ 612,364.00**		**$ 648,000.00**		**$ 657,000.00**
	TOTAL AMOUNT BID (A+B+C+D)				**$ 612,364.00**		**$ 648,000.00**		**$ 657,000.00**

2024 Potable Water Tank Rehabilitation Project
Bid No. 2024-443
Bid Tabulation

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	A&M Construction and Utilities, Inc.		BRZ Coatings, Inc.		M.K. Painting, Inc.	
(A) GENERAL ITEMS									
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	LS	1	$ 12,500.00	$ 12,500.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
2	Miscellaneous Allowance as approved by the Engineer and the City:	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
	(A) SUB-TOTAL GENERAL ITEMS:				**$ 32,500.00**		**$ 30,000.00**		**$ 30,000.00**
(B) 14TH STREET ELEVATED WATER TANK ITEMS:									
3	Furnish material and labor to replace the exterior coating system on the 14th Street Elevated Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 203,500.00	$ 203,500.00	$ 228,000.00	$ 228,000.00	$ 250,000.00	$ 250,000.00
4	Furnish material and labor to replace the interior wet area coating system (includes wet riser pipe) on the 14th Street Elevated Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 104,500.00	$ 104,500.00	$ 104,000.00	$ 104,000.00	$ 80,000.00	$ 80,000.00
5	Mechanical Repairs to the 14th Street Elevated Storage Tank (See Summary of Work Section 1.02A items 1 through 12), Complete in Place, the Sum of:	LS	1	$ 90,730.00	$ 90,730.00	$ 40,000.00	$ 40,000.00	$ 42,500.00	$ 42,500.00
6	Two (2) Tank Logos for the 14th Street Elevated Storage Tank, Complete in Place, the Sum of:	LS	1	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00	$ 13,000.00	$ 13,000.00
	(B) SUB-TOTAL 14TH STREET ELEVATED WATER TANK ITEMS:				**$ 406,230.00**		**$ 380,000.00**		**$ 385,500.00**
(C) 32ND STREET GROUND STORAGE TANK ITEMS:									
7	Furnish material and labor to replace the exterior coating system on the 32nd Street Ground Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 80,300.00	$ 80,300.00	$ 131,000.00	$ 131,000.00	$ 100,000.00	$ 100,000.00
8	Furnish material and labor to replace the interior wet area coating system on the 32nd Street Ground Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 93,000.00	$ 93,000.00	$ 120,000.00	$ 120,000.00	$ 150,000.00	$ 150,000.00
9	Furnish material and labor to replace the exterior coating system on the Yard Piping at the 32nd Street Ground Storage Tank site per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 17,000.00	$ 17,000.00	$ 3,000.00	$ 3,000.00	$ 10,000.00	$ 10,000.00
10	Mechanical Repairs to the 32nd Street Ground Storage Tank (See Summary of Work Section 1.02C items 17 through 29), Complete in Place, the Sum of:	LS	1	$ 67,650.00	$ 67,650.00	$ 40,000.00	$ 40,000.00	$ 32,000.00	$ 32,000.00
	(C) SUB-TOTAL 32ND STREET GROUND STORAGE TANK ITEMS:				**$ 257,950.00**		**$ 294,000.00**		**$ 292,000.00**
(D) FM 517 WATER PLANT ITEMS:									
11	One (1) Tank Logo for the FM 517 Ground Storage Tank, Complete in Place, the Sum of:	LS	1	$ 3,300.00	$ 3,300.00	$ 3,000.00	$ 3,000.00	$ 6,500.00	$ 6,500.00
	(D) SUB-TOTAL FM 517 WATER PLANT ITEMS:				**$ 3,300.00**		**$ 3,000.00**		**$ 6,500.00**
	TOTAL BASE BID ITEMS (A+B+C+D)				**$ 699,980.00**		**$ 707,000.00**		**$ 714,000.00**
	TOTAL AMOUNT BID (A+B+C+D)				**$ 699,980.00**		**$ 707,000.00**		**$ 714,000.00**

2024 Potable Water Tank Rehabilitation Project
Bid No. 2024-443
Bid Tabulation

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Maguire Iron, Inc.		CFG Industries, LLC		D&M Tank, LLC	
(A) GENERAL ITEMS									
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	LS	1	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00	$ 39,780.00	$ 39,780.00
2	Miscellaneous Allowance as approved by the Engineer and the City:	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
	(A) SUB-TOTAL GENERAL ITEMS:				**$ 25,000.00**		**$ 50,000.00**		**$ 59,780.00**
(B) 14TH STREET ELEVATED WATER TANK ITEMS:									
3	Furnish material and labor to replace the exterior coating system on the 14th Street Elevated Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 235,000.00	$ 235,000.00	$ 230,000.00	$ 230,000.00	$ 217,710.00	$ 217,710.00
4	Furnish material and labor to replace the interior wet area coating system (includes wet riser pipe) on the 14th Street Elevated Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 90,000.00	$ 90,000.00	$ 80,000.00	$ 80,000.00	$ 81,800.00	$ 81,800.00
5	Mechanical Repairs to the 14th Street Elevated Storage Tank (See Summary of Work Section 1.02A items 1 through 12), Complete in Place, the Sum of:	LS	1	$ 50,200.00	$ 50,200.00	$ 120,000.00	$ 120,000.00	$ 116,330.00	$ 116,330.00
6	Two (2) Tank Logos for the 14th Street Elevated Storage Tank, Complete in Place, the Sum of:	LS	1	$ 12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00
	(B) SUB-TOTAL 14TH STREET ELEVATED WATER TANK ITEMS:				**$ 387,200.00**		**$ 440,000.00**		**$ 430,840.00**
(C) 32ND STREET GROUND STORAGE TANK ITEMS:									
7	Furnish material and labor to replace the exterior coating system on the 32nd Street Ground Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 131,000.00	$ 131,000.00	$ 77,000.00	$ 77,000.00	$ 102,610.00	$ 102,610.00
8	Furnish material and labor to replace the interior wet area coating system on the 32nd Street Ground Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 100,000.00	$ 100,000.00	$ 120,000.00	$ 120,000.00	$ 108,000.00	$ 108,000.00
9	Furnish material and labor to replace the exterior coating system on the Yard Piping at the 32nd Street Ground Storage Tank site per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 12,500.00	$ 12,500.00	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00
10	Mechanical Repairs to the 32nd Street Ground Storage Tank (See Summary of Work Section 1.02C items 17 through 29), Complete in Place, the Sum of:	LS	1	$ 59,800.00	$ 59,800.00	$ 50,000.00	$ 50,000.00	$ 76,905.00	$ 76,905.00
	(C) SUB-TOTAL 32ND STREET GROUND STORAGE TANK ITEMS:				**$ 303,300.00**		**$ 262,000.00**		**$ 297,515.00**
(D) FM 517 WATER PLANT ITEMS:									
11	One (1) Tank Logo for the FM 517 Ground Storage Tank, Complete in Place, the Sum of:	LS	1	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00
	(D) SUB-TOTAL FM 517 WATER PLANT ITEMS:				**$ 6,000.00**		**$ 5,000.00**		**$ 7,500.00**
	TOTAL BASE BID ITEMS (A+B+C+D)				**$ 721,500.00**		**$ 757,000.00**		**$ 795,635.00**
	TOTAL AMOUNT BID (A+B+C+D)				**$ 721,500.00**		**$ 757,000.00**		**$ 795,635.00**

2024 Potable Water Tank Rehabilitation Project
Bid No. 2024-443
Bid Tabulation

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	N.G. Painting, LP	
(A) GENERAL ITEMS					
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	LS	1	$ 5,000.00	$ 5,000.00
2	Miscellaneous Allowance as approved by the Engineer and the City:	LS	1	$ 20,000.00	$ 20,000.00
	(A) SUB-TOTAL GENERAL ITEMS:				**$ 25,000.00**
(B) 14TH STREET ELEVATED WATER TANK ITEMS:					
3	Furnish material and labor to replace the exterior coating system on the 14th Street Elevated Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 360,000.00	$ 360,000.00
4	Furnish material and labor to replace the interior wet area coating system (includes wet riser pipe) on the 14th Street Elevated Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 85,000.00	$ 85,000.00
5	Mechanical Repairs to the 14th Street Elevated Storage Tank (See Summary of Work Section 1.02A items 1 through 12), Complete in Place, the Sum of:	LS	1	$ 80,000.00	$ 80,000.00
6	Two (2) Tank Logos for the 14th Street Elevated Storage Tank, Complete in Place, the Sum of:	LS	1	$ 8,000.00	$ 8,000.00
	(B) SUB-TOTAL 14TH STREET ELEVATED WATER TANK ITEMS:				**$ 533,000.00**
(C) 32ND STREET GROUND STORAGE TANK ITEMS:					
7	Furnish material and labor to replace the exterior coating system on the 32nd Street Ground Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 100,000.00	$ 100,000.00
8	Furnish material and labor to replace the interior wet area coating system on the 32nd Street Ground Storage Tank per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 95,000.00	$ 95,000.00
9	Furnish material and labor to replace the exterior coating system on the Yard Piping at the 32nd Street Ground Storage Tank site per the Technical Specifications, Complete in Place, the Sum of:	LS	1	$ 5,000.00	$ 5,000.00
10	Mechanical Repairs to the 32nd Street Ground Storage Tank (See Summary of Work Section 1.02C items 17 through 29), Complete in Place, the Sum of:	LS	1	$ 50,000.00	$ 50,000.00
	(C) SUB-TOTAL 32ND STREET GROUND STORAGE TANK ITEMS:				**$ 250,000.00**
(D) FM 517 WATER PLANT ITEMS:					
11	One (1) Tank Logo for the FM 517 Ground Storage Tank, Complete in Place, the Sum of:	LS	1	$ 5,000.00	$ 5,000.00
	(D) SUB-TOTAL FM 517 WATER PLANT ITEMS:				**$ 5,000.00**
	TOTAL BASE BID ITEMS (A+B+C+D)				**$ 813,000.00**
	TOTAL AMOUNT BID (A+B+C+D)				**$ 813,000.00**

CITY COMMISSION REGULAR MTG **(9) (j)**

Meeting Date: 03/06/2024

Award Contract for RFB No. 2024-446 to DSW Homes, LLC.

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Consider and award contract for reconstruction of a three-3) bedroom, two (2) bath, single-family structure at 222 20th Ave. N., Texas City, TX 77590 in response to RFB no. 2024-446. Authorize Mayor Johnson the authority to enter into contract with DSW Homes, LLC.

BACKGROUND (Brief Summary)

On January 23, 2024, BID-2024-446 was made available to the public for the construction of a three (3) bedroom, two (2) bath single-family structure at: 222 20th Ave. N., Texas City, TX 77590. Bids were to be submitted on or before February 13, 2024, at 2:00 p.m. Three bids were received from DSW Homes, LLC. (digital submission), Arkitektura Development, Inc. (hard copy and digital), and A I Legacy, LLC. (digital). On February 22, 2024, A I Legacy, LLC., withdrew their bid via email. The most responsive bid was received from DSW Homes, LLC. The City has exercised the right to waive any irregularities and to make the award providing the best value to the City.

RECOMMENDATION

It is the recommendation of the Director of Community Development & Grants Administration that the Commission approve this award and grant the Mayor permission to enter into a contract with DSW Homes, LLC., on behalf of the City.

Fiscal Impact

Attachments

RFB #2024-446

Bid Comparison Sheet_31036

A I Legacy Withdrawal

DSW Homes Bid_31036

REQUEST FOR BID

RFB # 2024-446

Case ID-31036

222 20th Ave. N., Texas City, TX 77590

Construction of a three (3) Bedroom, two (2) Bath Single-Family Structure

DATE ISSUED: **January 23, 2024.**

SEALED BIDS TO BE SUBMITTED BEFORE:

2:00 P.M. CST Feb 13, 2024

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Texas City, including affiliations, business, and financial relationships such persons may have with City of Texas City officers. If you are unable to obtain such information online, please contact the City of Texas City Purchasing Department, 1801 9th Ave N Texas City, TX 77590, or call (409) 643-5950.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF TEXAS CITY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

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INTRODUCTION

The City of Texas City is soliciting bids from qualified contractors for the construction of a residential structure located at TEXAS CITY, TX 77590.

The budget per project shall not exceed $292,180.00. Bidders shall rely exclusively upon their own estimates, investigations, tests, and other data.

Sealed bid packages and online bid submission in Neighborly Software for **Bid # 2024-446 will** be accepted until **2:00 P.M. February 13, 2024,** and publicly opened and read aloud immediately following the opening in the Mayor's Conference Room at City Hall. Any bid received on or after 2:00 P.M. CST will be returned unopened. Sealed bids must be delivered to:

City of Texas City
Attn: Kelly Bender, Purchasing Coordinator
1801 9th Ave N Texas City TX 77590
409-643-5950

And marked RFB # 2024-446 Construction of a three (3) bedroom, two (2) bathroom single-family home.

A non-mandatory pre-bid conference is scheduled at 10:00 A.M. CST Friday, January 26, 2024, at the City Hall Annex located at 928 5th Ave N, Texas City, TX 77590. A non-mandatory site inspection will be provided immediately following the pre-bid conference.

The City believes that the data contained in these specifications and in Neighborly is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

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To ensure a fair and public bid process, all questions related to this Request for Bid can be emailed to: communitydevelopment@texascitytx.gov.

Bidders are required to submit one (l) original bid and one (I) copy, as well as an online bid in the Community Development Department's online portal (https://portal.neighborlysoftware.com/texascitytx/contractor). Bids must be completed and submitted on the forms found within the specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. ***The right to accept any bid, or to reject any or all bids and to waive all formalities is hereby reserved by the City of Texas City, Texas.***

FEDERAL, STATE, COUNTY AND MUNICIPAL LAWS & REGULATIONS Bidders will be required to comply with all federal, state, county, municipal and/or other laws, ordinances, rules, and regulations applicable to the performance of any contracted work procured by the City, and shall secure and pay for all governmental licenses, deposits, permits, or fees required.

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SCHEDULE OF EVENTS

- January 23, 2024 - Release bid request to vendors.

- Publication Dates: January 23rd and 30th

- January 26, 2024, at 10:00 a.m. - non-mandatory pre-bid meeting to be held at City Hall Annex, 928 5th Ave N, Texas City, TX 77590.

  A non-mandatory site inspection will be provided immediately following the pre-bid conference, all potential bidders are encouraged to attend.

- February 9, 2024 - @ I0:00 a.m. C.S.T. - Deadline for written requests for clarifications.

- February 13, 2024 - @ 2:00 p.m. C.S.T - Public bid opening. Any bid received on or after 2:00 PM CST will be returned unopened.

- February 21, 2024- Anticipated date of award.

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TERMS AND CONDITIONS

DEFINITIONS

To simplify the language throughout this request for bids, the following definitions shall apply:

CITY OF TEXAS CITY - A Home Rule Municipal Corporation of the State of Texas.

CITY COMMISSIONER - The elected officials of the City of Texas City, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT - An agreement between the City, Homeowner, and a Vendor to furnish products over a designated period during which repeated purchases are made of the commodities specified.

VENDOR/COMPANY - The successful Bidder(s) of this bid request.

RFB - Request for Bids.

INSTRUCTIONS - The following instructions apply to all bids and become a part of the terms and conditions of any bid submitted to the City of Texas City Purchasing Department, unless otherwise specified elsewhere in this bid request.

NOTIFICATION -The City of Texas City uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include the City of Texas City website or the City of Texas City Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or agenda which could render your bid non-compliant. The City of Texas City accepts no responsibility for the receipt or notifications of solicitations through any other source.

FORM - Sealed bids must be submitted on this form only. Bidders are required to submit one (I) original bid and (I) copy, as well as an online bid. All bids submitted must be itemized with prices

extended when practical**. BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH A BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

FELONY CONVICTION NOTIFICATION - All bidders must submit with their bid the Felony Conviction Notification form if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

BID RETURN - Bid must be sealed, and to ensure proper recognition upon its arrival, list your Company Name, Bid Name and Number on the outside of your envelope.

LATE BIDS - Bids must be received by the Purchasing Department and online prior to 2:00 p.m. CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

ACCEPTANCE -The City of Texas City ("City") reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous to obtain the best value for the City. Causes for rejection of a bid may include, but shall not be limit ed to, the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) the following causes: **1)** Failure to use the proposal form furnished by the City; **2)** Lack of signature by an authorized representative on the proposal form; **3)** Failure to properly complete the proposal; **4)** Evidence of collusion among proposers; **5)** Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or **6)** Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity. All bidders are hereby notified that the City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the

bidder as it relates to his ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City and the bidder's compliance with City ordinances. The City is committed to obtaining its goods, products, and services at the lowest price possible, which benefits all the citizens of City. Therefore, to accomplish this objective/goal, it is not the intention of the city either to exclude vendors or manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and services of any manufacturer or vendor equal to the products and services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and service is like, equal to and in compliance with that specified. The decision of the City shall be final.

"IN LITERAL COMPLIANCE"- in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the city must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

COLLUSION - Advanced disclosures of any information to any bidder which gives that bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that bid solicitation or request.

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IRREGULAR BID PROPOSALS - Bids will be considered irregular and may be rejected by the City if they show any omissions, alterations, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

AWARD OF CONTRACT - The bid award may be based on, but not necessarily limited to, the following factors:

a) Conformity to specifications.
b) The purchase price, including payment discount terms.
c) The reputation of the bidder and the bidder's goods or services.
d) The quality of the bidder's goods or services.
e) The extent to which the goods or services meet the City's needs.
f) The bidder's past relationship with the city.
g) Delivery terms.
h) Payment terms.
i) Availability of repair and maintenance parts.
j) Financial condition.
k) The total long-term cost to the city to acquire the bidder's goods or services.
l) Any relevant criteria are specifically listed in this bid request.

The City reserves the right to award a primary contract and a secondary contract to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

FINANCIAL CONDITION - Contractor must provide audited financial statements, **if requested**, to the City.

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TERM OF CONTRACT - This contract shall become effective from the date of acceptance and approval by the City. It shall remain in full force and effect with firm fixed bid prices until the project is completed.

ASSIGNMENT OF CONTRACT - This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested. The City's Purchasing Agent may withhold consent for any reason.

CONTRACT TERMINATION - The City may terminate this Contract at any time upon ten (10)-calendar days written notice. Upon the Vendor 's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this Contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by:

Giving the Vendor **five (5) calendar days** written notice. The Vendor will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

REIMBURSEMENTS - There is no expressed or implied obligation for The City to reimburse responding vendor for any expenses incurred in preparing bids in response to this Request for Bids and City will not reimburse responding vendor for these expenses, nor will the City pay any

subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

MINORITY OWNED BUSINESS - Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

CITY ORDINANCES - The City also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

ERROR QUANTITY - Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

QUANTITIES - Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

VARIATIONS - Any variation from these specifications must be indicated on the bid sheet (s). Suppose the vendor has any exceptions to the standard terms and conditions, including insurance coverage. In that case, they must identify any provision they must prepare to satisfy in their bid submission.

FIRM PRICE - Bidders must hold bid prices firm for **90 days** after the bid opening date to allow the City sufficient time to award a contract. Once a contract is granted, the successful bidder must hold firm prices for **90 days**.

AUTHORIZED SIGNATURE - Bids must show the bidder's full vendor name and mailing address and be manually signed by an authorized sales or quotation representative. The vendor’s name and authorized signature should appear on each bid page where spaces are

provided. Submission of a signed bid will be interpreted to mean that the bidder has now agreed to all terms and conditions outlined in all the sheets that make up this invitation.

WITHDRAWAL-ALTERATION OF BIDS - Bids cannot be altered after receiving time or opening time. Each offer must be withdrawn after opening time with an acceptable reason in writing and with the approval of the purchasing agent.

LUMP SUM BIDS - Lump sum bids will be considered only if unit prices are quoted. However, the total number of quoted unit prices and the lump sum bids will not be considered if the quoted price also involves the prices of commodities requested on an entirely separate bid request.

ALL-OR-NONE BIDS - All or none of the bids will be considered only if the bidder quoted prices on all items requested. If a bidder desires the city to consider an all-or-none proposal, it must be stated on the bid sheet (s). All-or-none bids will not be considered if the prices quoted involve prices of items and services requested on an entirely separate bid request.

PAYMENT OF INVOICES - The successful bidder must submit draws in Neighborly. Invoices must be uploaded to the draw. All invoices must be paid in full within **thirty (30) days** after satisfactory delivery and billing, whichever is later. All invoices shall be submitted under the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the Contractor's part to submit inaccurate invoices shall be sufficient to cause cancellation of the contract. The City will not be liable for payment of invoices received more than sixty (60) days after order delivery or completion of services.

CASH DISCOUNTS - Bidders may quote additional cash discounted items in the Cash Discount Column. If no discount is shown, prices are to be assumed net. The discount period is to be started from the date of completion of the entire order or receipt of the invoice, whichever occurs last, regardless of the invoice date.

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TAXES - This project is being done on an owner's private property. The Contractor must pay applicable taxes if it's not a public works project.

DELIVERY **-** Bids must show the consecutive calendar days required to deliver the materials, services, or equipment under normal conditions. Please specify the delivery time to be considered reasonable enough to prevent the bid from being disregarded. The quoted delivery time will be considered in awarding orders. Delivery must be made within ten (10) days after several days specified on the bid. Otherwise, the entire order may be canceled, and the bidder's name removed from the mailing list.

No deliveries are to be made to the Purchasing Department unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during regular working hours on standard working days. Unless stated otherwise, items received must be new and in first-class condition. Types of materials generally packaged for protection and convenience in storage shall be in the proper containers.

LIABILITY - The successful Bidder shall be liable for all damage incurred while performing services under this request.

MATERIAL SAFETY DATA SHEETS - MSDSs must be provided before or with receipt of order and when revised. Containers must be appropriately labeled and identified per the OSHA Hazard Communication Standard. Improperly labeled containers will result in the refusal of the shipment and possible change in vendors.

PATENTS, FRANCHISES, ETC. - The successful Bidder agrees to protect the City from any claim involving patent rights infringements, copyrights, or sales franchises.

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NO BIDS - If a bidder cannot quote, the bid form should be returned to the purchasing agent before opening time, and the reason for not bidding was given if the Bidder desires to bid on future purchases.

ADDENDA - In the event of a needed change in the published bid documents, it is understood that all the preceding terms and conditions and all performance requirements will apply to any published addendum.

All public shed addenda shall be signed and included with your response package as acknowledged in the complement. Bidders are responsible for obtaining all published additions from the City's Purchasing office. The City assumes no responsibility for the Bidder's failure to obtain or adequately submit any addendum. Please acknowledge and submit any addendum to avoid the bid being rejected. The City's decision to accept or reject any bid due to a failure to recognize and submit addenda shall be final.

PRE-BID CONFERENCE - Pre-bid conferences are public meetings, and all qualified contractors, subcontractors, and material suppliers are strongly encouraged to attend. The conference intends to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. All information provided by the city during the pre-bid conference will not be construed as a revision or change of the bid documents. All corrections, modifications, and clarifications to the bid documents shall be formally executed as a written addendum published by the City.

FISCAL FUNDING - The City, operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. The renewal of the contract will be under Chapter 252 under the Local Government Code concerning non-appropriation of funds for multi-year agreements. The City reserves the

right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

COURT JURISDICTION - The City and the successful Vendor will agree that the laws of the State of Texas shall govern the contract awarded from this Request for Bid. The parties agree that performance and all matters related to that shall be in a state court of competent jurisdiction in Galveston County, Texas, and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court, not in Texas.

PROVISIONS FOR BIDDING TO THE CITY OF TEXAS CITY

Upon acceptance and approval this bid affects a working contract for the period designated or until the completion of the specified job between the City and the successful bidder.

The Contractor shall act as an independent contractor and shall in no sense act as an employee, representative, agent, or servant of the City.

The Contractor shall furnish and pay for all labor, tools, machinery, materials, insurance, bonds, permits, and any other incidentals necessary to perform a turnkey job in compliance with the specified requirements.

All prices quoted shall include delivery expenses of supplies, materials, equipment, and tools to the job site, including unloading. The Contractor shall be fully responsible for receiving, unloading, and storing all deliveries intended for the job. The City will not be liable for any loss or damage to supplies, materials, tools, and equipment left on the job unguarded by the Contractor before, during, or after the job is performed.

All work to be performed under the supervision of the Rehabilitation Specialist/Inspector or his/her delegated representative or assistant. Any questions on the work should be in writing and directed to the buyer listed on page three by the date and time specified.

All work is to be performed professionally by skilled personnel and proper equipment; the work shall be planned to avoid interfering with or creating hazardous conditions for the regular operation of the department or division of the City.

The Contractor shall always take all reasonable precautions for the safety of employees on the work site and of the public and shall comply with all applicable provisions of Federal, state, and· municipal safety laws. All equipment and machinery used in the performance of this contract shall always be in good working order.

Upon completion of the work and before acceptance and final payment, the Contractor shall leave the work site in a neat and orderly condition equal to what originally existed. No compensation will be made for this work, including its cost, in the bid.

Bidders are required, before submitting any proposal, to read the specifications carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, test, and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion and obtain all information necessary to make an intelligent proposal. No information given by the City or any official thereof, other than that contained in the specifications, shall be binding upon the City. Bidders shall rely exclusively upon their estimates, investigations, tests, and other data necessary for complete information upon which the proposal may be based. It is mutually agreed that submitting a bid is evidence that the bidder has made the examination, investigations, and tests required herein.

The Contractor shall defend and save the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description, including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished the City. The Contractor shall defend, indemnify, and save the City, its officers, agents, and employees under this indemnification clause regardless of whether the injury or damage is partly caused by the City, its officers, agents, or employees.

During the performance of this agreement, the Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, to be provided by the agency setting forth the provisions of this nondiscrimination clause. In all solicitation or advertisements for the employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor shall comply with all federal, state, county, municipal, and other laws, ordinances, and regulations applicable to performing any work under this agreement and shall secure and pay for all governmental licenses, deposits, permits, or fees required.

No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his sureties shall indemnify and save harmless the City and all its officers, agents, and employees against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order whether by himself or his employees, or sub-contractors.

NEIGHBORLY SOFTWARE REGISTRATION

The Contractor must be registered and active in the Community Development Department Contractor Portal (https://portal.neighborlysoftware.com/texascitytx/contractor).

SAM.GOV REGISTRATION

The Contractor must be registered with SAM.gov. Proof of registration must be included in bid packet.

THE TEXAS PROMPT PAYMENT ACT

The Contractor **shall** comply with H.B. 275, The Texas Prompt Payment Act, effective July 1, 1986, which, in part, requires the Contractor to pay their subcontractors within **ten (10) calendar days** after they receive payment from the City of Texas City.

The Contractor must comply with all provisions of the President's Executive Order No. 11 246 as of September 24, 1965.

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DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter specific contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity offers the signed contract to the governmental entity or state agency. The law applies only to an arrangement of a governmental entity or state agency that either (I) requires an action or vote by the governing body of the entity or agency before the contract may be signed or has a value of at least $1 million. The disclosure requirement applies to a contract entered **on or after January 1, 2016**. The process as implemented by the Commission is as follows:

A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing containing a unique certification number.

An authorized business entity agent must sign the printed copy and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city "when the business entity submits the signed contract" to the town.

The City must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 and certification of filing by the 30th day after the date the contract binds all parties to the agreement.

For more information regarding how to file Form 1295, please click on the following link: https://www.ethics.state.tx.us/filinginfo/1295/.

PATENTED DEVICES, MATERIALS, AND PROCESSES:

If the Contractor is required or desires to use any design, device, material, or process covered by letters patent or copyrighted, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually agreed and understood that without exception, contract prices shall include all royalties or costs arising from patents, trademarks, and copyrights in any way involved in the work.

The Contractor and his sureties shall indemnify and save harmless the City from all claims for infringement because of the use of any such patented design, device, materials, or process or any trademark or copyright in connection with the work agreed to be performed under this contract and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay because of such infringement at any time during the prosecution of the work or after completion of the work.

The Contractor shall establish and enforce among his employees such regulations with cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infectious or contagious diseases and to effectively prevent the creation of a nuisance about the work on any property either public or private. All sanitary laws and regulations of the State of Texas and the City of Texas shall be strictly complied with.

When the contract amount is **$50,000** or more, a performance and a payment bond in an amount of not less than one hundred percent (I00%) of the contract price, conditioned upon the faithful performance of the contract under the plans, specifications, and contract documents and payment to all persons supplying labor and materials, shall be executed by the successful bidder and shall accompany the signed contract.

No sureties who are now in default or delinquent on any bonds or who are an interested party in any litigation against the City will be accepted by the City. All bonds shall be made on forms furnished by the city and executed by an approved surety company authorized to do business

in the State of Texas and acceptable to the city. The Contractor and the sureties shall enforce each bond. Should any surety on the contract be determined unsatisfactory at any time by the City Commission, notice will be given to the Contractor to that effect, and the Contractor shall immediately provide a new surety satisfactory to the City. Pay will be made under the contract once the new surety or sureties, as required, have been accepted by the City.

No Performance and Payment bonds shall be required on any City contract under $25,000.00. If these bonds are not furnished by the Contractor, only one payment (final) will be paid, and that shall be upon completion of the project. **No Bid Bond** shall be required on this Project.

As soon as proposal prices have been tabulated for comparison of bids, the City may, at its discretion, return the proposal guarantees accompanying the proposals which, in its judgment, would not be considered in the award; all other proposal guarantees will be retained by the City until the required contract and bonds have been executed, after which they will be returned. Proposal guarantees will be returned at least ten (10) days after the opening proposal.

FINAL ACCEPTANCE

The Contractor will be paid within thirty (30) days after conclusive acceptance provided the Contractor has furnished the City satisfactory evidence that all sum of monies due for any labor, materials, equipment, or machinery furnished for and used in the prosecution of the work, or that the person or persons to whom the same may respectively be due have consented to such final payment**. The City reserves the right to retain ten percent (10%) of the total contract price until such evidence is furnished).** The acceptance by the Contractor of the last final payment shall operate as and shall release the City from all claims and penalties under the Contract or for any act of neglect of said City relating to or connected with the Contract.

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INSURANCE COVERAGE

INSURANCE

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this Contract with the City. All parties to this Contract agree that the Contractor's coverage will be primary in the event of a loss, regardless of applying any other insurance or self-insurance. The Contractor must deliver to the City a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City's intent to award a Contract. No contract shall be effective until the required certificate (s) has been received and approved by the City. Please meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within ten business days to prevent the contract from being rejected. **The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent up to and after bid opening.**

WORKERS' COMPENSATION INSURANCE & EMPLOYERS LIABILITY INSURANCE

The Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than $500,000 each accident for bodily injury by accident or $500,000 each employee for bodily injury by disease. The contractor shall provide a Waiver of Subrogation in favor of the City of Texas City and its agents, officers, officials, and employees.

COMMERCIAL GENERAL LIABILITY INSURANCE –

The Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than $1,000,000 per occurrence and a minimal aggregate of at least $2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute for providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured

contract, including the tort liability of another assumed in a business contract. All coverage shall be retained from the standard policy with notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employees shall be listed as additional insured.

BUSINESS AUTOMOBILE LIABILITY INSURANCE - The Contractor shall maintain Business Automobile Liability insurance with a limit of not less than $1,000,000 for each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. The contractor shall provide a Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.

BUILDERS RISK
Limit not less than 100% of the total projected construction value at completion of the project. The contractor agrees to maintain the Builder's Risk insurance, providing coverage to protect the interests of the City, Contractor, and Sub-Contractors, including property in transit and property on or off premises, which shall become a part of the building or project. Coverage shall be written on an All Risk, Replacement Cost, and Completed Value Form basis. Loss Payee endorsement is required.

RIGHT TO REVIEW AND ADJUST- The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial conditions.

POLICY LIMITS - Required limits may be satisfied by combining primary, umbrella, or excess liability policies. The contractor agrees to endorse the City and its agents, officers, officials, and employees as additional insured unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure 'True Follow Form" basis.

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DEDUCTIBILES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION - The Contractor may maintain reasonable and customary deductibles, subject to approval by the City. The contractor shall agree to be fully and solely responsible for any costs or expenses resulting from coverage deductible, coinsurance penalty, or self-insured retention. Subcontractors - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the Contractor's responsibility to ensure compliance with this provision. The city accepts no responsibility arising from the conduct or lack of behavior of the Subcontractor.

ACCEPTABILITY OF INSURANCE - Insurance coverage shall be provided by companies admitted to doing business in Texas and rated A-, VI (rated) or better by AM Best Insurance Rating.

EVIDENCE OF INSURANCE - A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within IO business days by the successful Contractor's insurance agent or insurance company after the contract award. Endorsements must be submitted with the certificate. A contract shall be effective once the required certifications have been received and approved by the City. Renewal certificates shall be sent a minimum of IO days before coverage expiration. Upon request, the Contractor shall furnish the City with certified copies of all insurance policies. The certificate of insurance and all notices shall be uploaded to the Contractor Portal in Neighborly.

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

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NOTICE OF CANCELLATION

Non-renewal, Material Change, and Exhaustion of limits - Contractor must provide a minimum of 30 days prior written information to the City of Texas City of policy cancellation, material difference, exhaustion of aggregate limits, or intent not to renew insurance coverage. Suppose the City is notified that required insurance coverage will be canceled or non-renewed during the contract period. In that case, the Contractor shall agree to furnish a new or revised certificate(s) before the expiration of such insurance as proof that equal and similar coverage is in effect. The City reserves the right to withhold payment to the Contractor until coverage is reinstated.

CONTRACTORS FAILURE TO MAINTAIN INSURANCE – If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to the Contractor until coverage is reinstated or to terminate the Contract.

NO REPRESENTATION OF COVERAGE ADEQUACY - The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

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SCOPE OF WORK

BUILDING NOTES

Work to be performed in the construction drawings and building notes shall comply with the manufacturer's recommendations, COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION/RECONSTRUCTION POLICIES AND PROCEDURES, INTERNATIONAL RESIDENTIAL CODE (IRC), INTERNATIONAL PLUMBING CODE (IPC), INTERNATIONAL MECHANICAL CODE (IMC), INTERNATIONAL FUEL GAS CODE (IFGC), INTERNATIONAL ENERGY CONSERVATION CODE (IECC), NATIONAL ELECTRIC CODE (NEC), and all applicable City codes, code amendments, and ordinances.

INCLEMENT WEATHER DAYS - It is imperative to maintain a tight timeline for this project's demolition and construction activities. Days to complete the project will be added to the original Contract Time for only the bulleted reasons listed below and only if requested in writing from the Contractor within five business days of the inclement weather and only during the original Contract time. It will be up to the Contractor to prove that the inclement weather at the project site impeded the progress of the work. Suppose inclement weather day extensions are added to the Contract Time. In that case, they will be provided in a written Change Order and executed by the Owner, Contractor, and City Staff Representative. Any delay over the Contract Time, as may be revised, will be assessed liquidated damages per the Tri-Party Agreement contract.

Rainfall above 4” per day. At their discretion, the Rehabilitation Specialist/Inspector will allow additional days for drying of the ground or issues impeding concrete placement. This will only be allowed once the Contractor has had reasonable time to frame the structure with roof decking and a rolled asphalt cover protecting the building from rainfall inside the structure. The high temperature does not advance above 105° F per day. At their discretion, The Rehabilitation Specialist/Inspector will allow 1-3 additional days for issues impeding concrete placement. This will only be allowed until the Contractor has had reasonable time to frame the structure and can

place sheathing over the building exterior openings to heat the building interior by safe mechanical means.

All parties involved with the contract agreement shall agree to the contract documents and any other alterations before work commences.

All products, appliances, equipment, fixtures, and materials used in this work will be of new, premium-grade quality without defects - unless stated otherwise or preapproved by the Rehabilitation Specialist/Inspector. Any finished products damaged during shipping, loading/unloading, staging, or installation shall be repaired or replaced to "like new" condition by the Contractor.

All materials shall be installed according to the industry best practice standards and in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection, and testing.

"Install" or "installation" means purchasing, setting up, testing, and warranting a new component unless otherwise noted.

All measurements (i.e., SF of Drywall or those provided with/ drawings) are for the contractor's convenience. The contractor must verify all dimensions and all quantities (i.e., numb er of window units) of material. No claim for additional funds due to discrepancies in measurements or amounts shall be honored if the differences were not submitted to the Rehabilitation Specialist/Inspector before bid submission.

The Contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction. If required, the Contractor shall install an agency-provided sign where directed by the Rehabilitation Specialist/Inspector. No other signs are permitted.

OSHA REQUIREMENTS

Conform to OSHA REQUIREMENTS for all construction/equipment operations and material installation.

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WARRANTY CERTIFICATION

Warranty

The Contractor will be required to provide certification of the builder's warranty for the term limits of the first TRCC warranty as identified here: 1-year warranty for quality and materials; 2-year warranty for mechanical delivery systems. Ten-year warranty for major structural components of the Home; and Ten-year warranty of habitability.

Warranty certifications will be submitted with other required close-out documents. The contractor will be required to submit an Affidavit of All Bills Paid, Waiver of Mechanic's Lien from all subcontractors, and a Contractor / Sub-contractor Utilization Report, as well as any other HUD or city-required documentation before receiving final retainage payment.

The order of priority for project materials, appliances, equipment, and standards shall be from construction drawings and notes combined with the Building Notes / Specifications herein to the General Specifications Manual (GS). All shall apply to the project, and the most stringent specification between the construction drawings and Building Notes / Specifications shall have priority. All other items not listed in the drawings and Building Notes / Specifications shall be as per the GS where applicable.

TEXAS ACCESSIBILITY STANDARDS (TAS)

Fixtures and equipment, mounting heights, and clearance dimensions for this project can be found at the following web link: tas2.pdf (texas.gov)

Wall bracing/backer boards shall be installed for designated grab bars at the tub, toilet, and other future locations to be determined. The Rehabilitation Specialist/Inspector shall approve all grab bar blocking and installation before drywall application. Wall bracing/backer board positioning

and heights shall follow TAS directives. Provide information for written approval before ordering any unit to be considered "or equal."

When the phrase "at Owner's option" or "Owner's preference" is used, bids shall be submitted to include the option of most cost, and the Owner's selection of the stated option will be of no increased cost to the City or Owner.

Minimum Building materials and installation standards shall comply with applicable municipal codes orders, with minimum warranties and warranty periods consistent with those identified in the item.

SITE MAP

No pooling or ponding of the lot is allowed as final product, and rainwater may not be detoured onto an adjacent landowner's property.

Premium, clean-fill dirt material shall be supplied to fill any voids, depressions, or cavities left from demolishing the existing structure or else here on the overall site. Existing property soil may be used for fill materials if grading of the lot allows its use without impeding proper drainage.

Upon construction of the new dwelling, all site preparation and grading for the finished yard shall be done under **CONSTRUCTION/SITE**.

BUILDING SPECIFICATIONS

SEE SEPARATE PDF FILES IN THE BID INVITATION ON NEIGHBORLY:



222 20th Avenue N - Structural.pdf



99_TC_222 Architectural Set 1-2

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DEPARTMENT RECONSTRUCTION PROGRAM PAYMENT ALLOCATION

PROGRESS PAYMENT

Progress payment shall be remitted based upon the percentage of work completed AND materials in place. No payments will be remitted for materials stored and/or not installed. There shall be five draws allowed during the duration of the project.

PERCENTAGES OF COMPLETION

At the time of progress payments: The percentage of work completed and respective percentage of progress payment to be remitted shall be determined at the sole discretion of the Rehabilitation Specialist/Inspector as follows: 20% when the dry-in is completed less I0% of progress payment, 40% when rough-in of electrical, plumbing and HVAC is completed less 10% of progress payment, 60% when insulation and cover up of interior and exterior work is completed less I0% of progress payment, 80% when top-out of plumbing electrical HVAC, painting and flooring work is completed less 10% of progress payment, 100% when doors, trim, installation of furnishings, landscaping and punch list work is completed, less I0% of progress payment.

RETAINAGE PAYMENT

NOTE: A retainage of 10% will be held from each progress payment. The retainage payment will be remitted to the Contractor 30 days following sign-off of final inspection, or certificate of occupancy is obtained, and all required close out documents submitted to Rehabilitation Specialist/Inspector, whichever occurs latest. Retainage is withheld from progress payments to ensure all punch items are completed and all close-out paperwork is finalized by the Contractor.

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BIDDING PROCEDURES

All bids must be in strict accordance with all terms, conditions, and specifications within this Request for Bid Number RFB #2024-446.

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

All blanks on the bid forms should be filled in and signed in blue ink or filled in manually with blue ink. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

All monetary figures quoted in the bid and contract documents shall be rounded to the nearest dollar amount. NO HUNDREDTHS OF A DOLLAR WILL BE CONSIDERED.

Any insertion, alteration or erasure must be initialed by the signer of the bid.

All requested alternates shall be bid. If no change in the base bid is required, enter "no change."

Where two or more bids for designated portions of the work have been requested, the bidder may state his refusal to accept an award of less than the combination of the bids he/she so stipulates. The bidder shall make no additional stipulation on the bid form nor qualify his bid in any other manner.

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BID PACKET **- To be turned in on Bid Day**

RFB #2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

Bid Packet to be submitted consists of 67 Total Pages (in red font at top of pages) which are bottom page numbers " Pages 38 through 102 (Pull these pages, fill in the information, and turn in on bid day with the bid packet coversheet, including:

BID SHEET pg. 38-40

METHOD OF PAYMENT pg. 41
CONTRACTOR QUALIFICATIONS pg. 42
CONTRACTOR QUALIFICATIONS STATEMENT pg. 43-45
CLIENT REFERENCES & PERSONAL REFERENCES pg. 46-50
CERTIFICATION OF BID pg. 97
FEDERALLY REQUIRED CERTIFICATIONS pg. 59-64
FELONY CONVICTION pg. 95
NOTICE OF NON –PARTICIPATION pg. 99
CERTIFICATION REGARDING DEBARMENT pg.101
CONFLICT OF INTEREST QUESTIONNAIRE pg. 102
CERTIFICATE OF INTERESTED PARTIES pg. 103
HOUSE BILL 89 VERIFICATION FORMPG pg.104
NON-COLLUSION BIDDING CERTIFICATION pg.105

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BID SHEET

RFB# 2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

Name of Bidder (Company): _____

Representative Name: _____

Contact information: _____

Pursuant To and In Compliance with the Invitation to Bid:

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this bid. The Contractor hereby agrees to furnish all labor, materials and to perform the work required including required taxes, disposal fees, license fees, permits, bonding, insurance premiums and other costs associated with the performance of the following project: Construction of a Residential Structure at 222 20th Ave. N, Texas City, TX 77590.

Dumping of construction waste and debris materials, other than the recycle facility, is illegal and Contractor shall be liable for penalties and/or fees levied against him/her for improper disposal of waste materials. Copies of dump tickets must accompany all invoices requesting payment for removal of demolition of materials.

Estimated Cost: $207,340.00.

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ACKNOWLEDGEMENTS: The Bidder declares that he/she has performed a thorough investigation of the project site and thoroughly understands the scope of work and has examined the Contract Documents for the work involved with completion of the project.

Description and Base Bid

RFB # 2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this Bid. To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or print legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may cause a rejection of the bid package. If there are discrepancies in unit price and total, unit price will prevail.

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One vendor will be selected for the Residential Construction phases of this project. Pursuant to and in Compliance with the invitation to Bid the Proposed Bid Documents relating to the construction of a new structure for:

Item Number	RFB Number	Description & Base Bid	Price
		Includes all labor, materials, services, and equipment required to complete said work shown in the drawing and the Specifications / Scope of Work	

Number of days from receipt of the Notice to Proceed to completion of Construction of RFB # 2024-446, 100 consecutive calendar days. Not to exceed four (4) months.

Company Name: _____

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METHOD OF PAYMENT

RFB # 2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

PAYMENT TERMS

Net 30 (Vendor paid within 30 days of invoice.)

Company Name_____

Authorized Signature_____

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CONTRACTOR QUALIFICATIONS

RFB #2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

Please complete the Contractor Qualification Statement and attach all requested documentation.

CHECKLIST

Respond to all questions and statements (put N/A when "not applicable")

Each principal of the firm completes a separate Section II.

All references have proper and complete mailing addresses.

Contractor Acknowledgment (Section VI) is signed and notarized (separate form and signature by each principal of firm).

Release of Information completed by each principal of firm.

Corporations should attach a copy Letter of Good Standing with the Texas State Comptroller. See Contractor Qualifications Statement form.

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CONTRACTOR QUALIFICATIONS STATEMENT

BUSINESS INFORMATION (Partnership, Sole Proprietor, Corporations)

Firm Name: _____

Business Location Address: _____
Mailing Address: _____
Business Phone: _____
Email Address: _____

LEGAL STATUS

Partnership Sole Proprietorship Corporation

Federal Income Tax Business Id.: _____

Social Security Number: _____

Date Firm Established: _____

Corporation: _____

Charter Number: _____

Date of Charter: _____
Date of last board meeting: _____
Are there any outstanding litigation, judgments, or claims pending against the contractor or firm? _____
If yes, describe: _____
_____

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Board of Directors and Officers (corporate only)

Name: _____Title: _____

Name: _____Title: _____

Name: _____Title: _____

Name: _____Title: _____

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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: _____

Home Address: _____

Phone: _____

Driver's License #: _____ State: _____

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience _____

Title: _____

Principals' signature: _____ Date: _____

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REFERENCES

Please provide a proper mailing address, and e-mail addresses, if applicable.

List all financial or banking references.

Name of Institution: _____

Type of Account (s): _____

Account Number: _____

List all local suppliers where your firm has past or present credit dealings.

Name of Firm _____

Contact Person_____

Mailing Address _____

(Street or P.O. Box) (City) (State) (Zip Code)

Type of Account(s) _____

Account# _____

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List three persons and/or municipalities for whom your firm has completed construction, remodeling, or repairs on structures for $I0,000 or more within the past 2 years.

Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

_____

_____

_____

_____

_____

_____

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

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Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

_____

_____

_____

_____

_____

_____

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

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Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

_____

_____

_____

_____

_____

_____

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

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PERSONAL REFERENCES

Name	Address	Occupation

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CONTRACTOR CAPABILITIES

What is the greatest amount of work, in dollars, that you have ever done at one time (all jobs)?

_____

_____

What is the largest single job, in dollars you have previously performed?

_____

_____

What amount of work, in dollars, do you normally carry?

_____

_____

What dollar size contracts do you think your organization is best qualified to handle?

_____

_____

Have you ever failed to complete a job? Y / N

If yes, provide a detailed explanation on a separate page.

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List any contractors for whom you have worked as a subcontractor within the past 12 months (use a separate page, if necessary).

Date Worked	Size of Subcontract	Name of Contractor

State your work specialties.

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PERSONAL REFERENCES

Name	Address	Occupation

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CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm _____
(print)

Signature _____
(notarization required)

Date _____

****WARNING** PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

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CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____(insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration there in expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____day of _____ ,2024

[SEAL]

_____

Notary Public, State of Texas

_____

Print name of Notary Public

My commission expires the _____day of _____, 20__

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INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared _____ known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____day of _____,2024

[SEAL]

_____
Notary Public, State of Texas

_____
Print name of Notary Public

My commission expires the _____day of _____, 20____

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RELEASE OF INFORMATION

I (we),_____, of _____, hereby authorize the City of Texas City or its designated agents to obtain and receive all records and information pertaining to eligibility for the Qualified Contractor list, including work record, personal information, credit and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the City of Texas City the right to request all information that we can or could obtain from any person, company, or firm on any matter referenced above. I (we) agree to have no claim for defamation, of privacy, or otherwise against any person or firm or corporation by reason of any statement or information released by them to the City of Texas City for purposes of the program. The term of this authorization shall commence on the date of signature and be in force for a period of two (2) years.

_____
(Date)

_____
(First Name) (Middle Initial) (Last Name)

_____
(Signature)

_____
(Business Name)

_____
(Street Address/ Route No. (No P.O. Box or Drawer No.)

_____
(City, State, Zip)

_____
(Date of Birth) (Tax ID # or Social Security No.)

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THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____day of _____, 2024

[SEAL]

_____
Notary Public, State of Texas

_____
Print name of Notary Public

My commission expires the _____day of _____, 20___

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FEDERALLY REQUIRED CERTIFICATIONS

STATUTORY ASSURANCES AND COMPLIANCIES

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development funds.

COMPLIANCE WITH TITLE VJ OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED:

The Contractor hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D there of issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.

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COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED:

During the performance of this contract the Contractor agrees as follows: The Contractor will conform to Executive Order No. 11 246 of September 24, 1965 (E.O. 11 246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisement s for employee es placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of E.O.11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of E.0.11 246, and the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by E.O.11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in E.O.1246, and such other sanctions may be imposed and remedies invoked as provided in E.O.11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O.11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the most current regulations of the United States Department of Labor, made pursuant to the Copeland “Anti-Kickback Act" (48 Stat. 948:62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276C -- herein incorporated by reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractor’s contract.

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CERTIFICATION OF COMPLIANCE WITH AIR AND WATERACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000.)

COMPLIANCE WITH AIR AND WATER ACTS: During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC I 857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (I) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

City of Texas City, Texas
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COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS: The Contractor hereby agrees to comply with all requirements related to federally related Labor Standard requirements as may be noted in the bid and contract documents. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS: The Contractor hereby agrees to comply with all local, state, and federal laws, ordinances, and regulations applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

CERTIFICATION: All information provided above is true and complete to the best of my knowledge and belief. I certify that I will comply with the local, state, and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.

_____ _____

(Signature) (Date)

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PERFORMANCE BOND

Bond No._____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of_____, County of_____, and State of_____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Texas City, Galveston County, Texas

_____(Owner), in the penal sum of ($) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered a certain written contract with the Owner,

dated the day_____ of_____ 20___, to furnish all labor, materials, and

equipment necessary for completing the construction a three (3) br, two (2) bathroom, single-family home at 222 20th Ave. N, Texas City, TX 77590, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and the Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be

determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this _____ day of _____, 20_____.

_____

(Principal) (Surety)

By_____ By _____

Title_____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

City of Texas City, Texas
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PAYMENT BOND

Bond No._____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of_____, County of_____, and State of_____, as principal, and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Texas City of Galveston County, Texas (Owner), in the penal sum of_____

($_____
_____)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally by these presents:

WHEREAS the Principal has entered a certain written contract with the Owner,

dated the_____ day of_____, 20_____, to furnish all labor, materials, and equipment necessary for completing.

Which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be

determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed hereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this day of _____, 20_____.

_____

(Principal) (Surety)

By_____ By _____

Title_____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

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CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees based on race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $ I00,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

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NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Non-Segregated Facilities must be submitted prior to the award of a contract or subcontracted exceeding $100,000 which is not exempt from the provisions of the Equal Opportunity Clause.

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

_____ _____

(Signature) (Date)

_____

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

For Applicable City of Texas City Programs and Projects

Section 3 is a provision of the Housing and Urban Development Act of 1968. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a federally funded project necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low - and very low-income persons or business concerns residing in the community where the project is located. Section 3 applies to the department as a recipient of HUD funds for any projects, in which the HUD investment is $200,000 or more, and contractors or subcontractors receiving $I00,000 or more in covered funds.

PURPOSE

The purpose of this Plan is to provide employment and business opportunity for businesses and lower income persons who are residents of the Texas City - Houston, Sugarland, and Woodland MSA referred to as the Section 3 Area under the Community Development Block Grant Program, by setting forth procedures to be implemented by contractors and subcontractors to assure compliance with Section 3 of the Housing and Urban Development Act, as defined in 24 CFR part 135 (for project receiving federal assistance of $200,000 or more or contracts for covered projects receiving $I00,000 or more).

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DEFINITIONS

SECTION 3 COVERED PROJECT - A Section 3-Covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc. which is funded by HUD, and in which contractors or subcontractors receive $I00,000 or more in covered funds.

SECTION 3 RESIDENT - A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

SECTION 3 BUSINESS RETURN - Section 3 business concerns are businesses that can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

RACE AND GENDER NEUTRAL - Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

NUMERICAL GOALS: The department shall meet and ensure that covered contractors and subcontractors meet the minimum numerical goals set forth at 24 CFR Part 135.30: 30 percent of the aggregate number of new hires shall be Section 3 residents; and 10 percent of all covered construction contracts shall be awarded to Section 3 business concerns. At least three (3) percent of the total dollar amount of all other section 3 covered contracts. In accordance with 24

CFR § 135.30, if these minimum requirements are not met, sufficient documentation must be kept providing reasoning and justification for non-compliance. This documentation should include evidence of all Section 3 outreach efforts. To meet these goals, the department shall maintain a certification process for Section 3 business concerns. The following clause shall be included (verbatim) in bid documents and all contracts for projects in which the amount of federal investment exceeds $100,000.

24 CFR § 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 I u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training position s, that are filled (I) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, debarment, or suspension from future HUD assisted contracts.

With respect to work performance in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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UTILIZATION OF SECTION 3 AREA RESIDENTS AND BUSINESSES

All contractors subject to this Section 3 regulation will provide a "Preliminary Statement of Work Force Needs" form prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force. Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as trainees to the greatest extent in the various training categories and filling any vacant training positions with lower income project area residents except for those training position which remain unfilled after a good faith effort has been made to fill them with eligible income project area residents.

Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as employees to the greatest extent feasible by identifying the number and types of positions not currently occupied by regular, permanent employees and establishing a goal of positions to be filled by lower income residents of the Section 3 covered project area and thereafter making a good faith effort to fill the identified positions.

ln recruiting and filling vacancies, the City will require contractors and subcontractors to attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs. etc. When lower income resident workers apply. Either on their own initiative or on referral from any source, the contractor or subcontractor shall determine if the qualifications are satisfactory and if there are openings.

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CONTRACTOR OR SUBCONTRACTOR AFFIRMATIVE ACTION PLAN

All competitive bidders and negotiated contractors, subject to 24 CFR Part 135 regulations (contracts over $100,000) will submit to the City of Texas City utilization goals. Evaluation of each bid and negotiated contract will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve these objectives of Section 3 regulations. The following submittal, or similar, updated document, will be required of each construction contractor.

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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

SECTION 3 ACTION PLAN

The work to be performed under bids on projects assisted under programs providing direct federal financial assistance from the Department of Housing and Urban Development (HUD) arc subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968.

Section 3 Resident - A "section 3 resident" is: l) a public housing (HUD) resident; or 2) a low- or very low-income person residing in the Houston, Sugarland, and Woodland Metropolitan Statistical Area (MSA). The preferences provided under this regulation are based on income level and location and are race and gender neutral. The following income limits apply to the households of those considered Section 3 residents based upon income:

2023 City of Texas City Income Limits for Consideration as Low to Moderate Income.

FY 2023 Income Limit Area	Median Family Income	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area	$93,200	**Low (80%) Income Limits ($)**	52,200	59,650	67,100	74,550	80,550	86,560	92,450	98,450
		Very Low-Income Limits ($)	32,650	37,300	41,950	46,600	50,350	54,100	57,800	61,550
		Extremely Low-Income Limits ($)	19,600	22,400	25,200	30,000	35,140	40,280	45,420	50,560

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SECTION 3 BUSINESS CONCERNS

Section 3 business concerns are businesses which can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

The Bidder represents and certifies as part of its bid that it will comply with the requirements of Section 3 in one of the following categories (MUST CHECK ONE BOX ONLY).

☐ CATEGORY A SECTION 3 BUSINESS CONCERN (OWNERSHIP)

51% or more of the business is owned by Section 3 Residents (low income) or public housing (HUD) residents in Galveston County (attach copy of the first and last page of current lease and documentation of business ownership, such as articles of incorporation, form I099, tax return, bank statement, or other satisfactory proof of ownership, along with the attached Affidavit of Section 3 Business Ownership).

☐ CATEGORY B SECTION 3 BUSINESS CONCERN (WORKFORCE)

Full-time, permanent workforce of the business currently includes 30% or more Section 3 eligible residents, or within three years of the date of first employment with the business concern were Section 3 residents (attach a list of all employees with Section 3 employees so designated, along with an Affidavit of Section 3 employee status from each Section 3 employee.)

☐ CATEGORY C SECTION 3 BUSINESS CONCERN (SUBCONTRACT)

The bidder hereby commits to subcontract at least 25% of the total amount of subcontracts to Category A or B Section 3 businesses. Attach on separate sheets the name, address, phone number, amount of subcontract and Section 3 Business Concern category (A or B) for each intended Section 3 Business Concern subcontractor and attach satisfactory documentation of the subcontractor's Section 3 status.

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SECTION 3 NARRATIVE AFFIRMATIVE ACTION PLAN

All competitive bidders for Section 3 covered projects must submit to the City of Texas City a Section 3 narrative affirmative action plan including utilization goals. Evaluation of each bid and will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve the objectives of Section 3 regulations. Attach additional pages as necessary.

Explain how you intend to recruit a minimum of 30% of Section 3 residents for any new hires from the time this bid is submitted until the contract is complete, and what actions you will take to require subcontractors to do the same.

Check all applicable boxes.

- ☐ Ads placed with local advertising media such as newspapers.
- ☐ Sign at the project site
- ☐ Notification of Public Housing Agencies, Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities.
- ☐ Other
- ☐ No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

If you intend to subcontract, explain how you intend to subcontract a minimum of 25% of the work of this bid to Section 3 business concerns. Check all applicable boxes.

- ☐ Ads placed with local advertising media such as newspapers.
- ☐ Sign at the project site

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☐ Contact a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.

☐ Other

☐ No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

Describe how you will document and maintain evidence of all Section 3 outreach efforts, and how you will require any subcontractors to do the same. Check all applicable boxes.

☐ Maintain copies of ads placed with local advertising media such as newspapers.

☐ Maintain photos of signage at the project site

☐ Maintain copies of letters or internet search results requesting a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.

☐ Other

☐ No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

The successful bidder will provide a " Preliminary Statement of Work Force Needs" form, prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force to accomplish the work of this bid. ln recruiting and filling vacancies to accomplish the work of this bid, the successful bidder shall recruit from Galveston County the necessary number of lower income or public housing residents through: local advertising media, signs placed at the project site, and notices to appropriate community organizations and public or private institutions operating within or serving the project area such as: Public Housing Agencies, Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action

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Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities. Provide selections from the list of resources below or list other resources to be used in recruiting Section 3 employees. Upon contracting, a completed " Preliminary Statement of Work Force Needs" shall be provided by the contractor to each organization contacted. Check all applicable boxes.

☐ Public Housing Agency ☐ Workforce Commission ☐ Manpower

☐ Services/Employment Agencies

☐ Texas Commission for the Blind

☐ Other

☐ No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

☐ If no recruitment or hiring is anticipated, briefly explain why _____

☐ Business has no employees other than the owner(s).

☐ The business is currently fully staffed and has existing capacity for the proposed project.

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GRIEVANCE PROCEDURE: Section 3 employees must be informed that in the event of a grievance or complaint against the municipality or the general contractor, they may file by mail a grievance with:

Assistant Secretary for Equal Opportunity & Fair Housing
Department of Housing and Urban Development
451 Seventh St., S.W. - Room 5100
Washington, D.C. 20410-2000,

or

Fair Housing and Equal Opportunity Division Department
of Housing and Urban Development
80l Cherry Street
P.O. Box 2905
Fort Worth, TX 76113-2905

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SUBCONTRACTORS: Subcontractors will be informed of their requirement to submit a Section 3 Action Plan and certifications to the city.

Implementation Schedule: Provide a schedule timeline of the implementation of this plan: Section 3 Employee Recruitment Timeline:

☐ Not Applicable - This project does not require employee recruitment.

Timeline (Pre-Bid, Pre-Commencement, During) _____

_____

Subcontractor Timeline:

☐ Not Applicable - No subcontracts are anticipated for this project.

Timeline (Pre-Bid, Pre-Commencement, During) _____

_____

Describe training opportunities your firm can provide for low-income or public housing Section 3 residents as well as an overview of your training plan. Check all applicable boxes.

☐ Management Training
☐ Maintenance Training
☐ Building Trades Training
☐ Clerical Training
☐ Support Services Training
☐ Other Training Opportunities

The successful bidder shall send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitment under the Section 3 clause and shall have posted copies of the notice in conspicuous places available to employees and applicants for employment or training. List any

labor organizations or worker representatives with whom your firm has a collective bargaining agreement, contract, or other understanding:

☐ Not Applicable - bidder does not have any collective bargaining agreement, contract, or understanding with any labor groups.

List Labor Organizations _____

_____

SECTION 3 CLAUSE

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 I u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each;

and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

SECTION 3 CERTIFICATION

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, fraudulent statement or entity, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $I0,000 or imprisoned for not more than five years, or both. The undersigned gives express consent to the City of Texas City to verify any information provided by the vendor within this Section 3 Business Certification Form.

Certification - The information above is true and complete to the best of my knowledge and belief.

_____ _____

Signature Date

_____

Print Name and Title

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

AFFIDAVIT OF SECTION 3 EMPLOYEES

(Used to Certify Category B Section 3 Business Concern - Workforce)

On this _____day of _____, 20____
Date Month Year

I, _____, hereby certify that I am an employee of _____.

I am (Circle as many as apply):

A resident of public (HUD) housing within Galveston County (attach front and back page of lease).

Currently low income: Employee's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income $93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Previously low income based upon the table above, within 3 years prior to becoming employed by this employer.

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

I certify that the above statements are true and correct. I understand that I may be required by program staff to provide income documentation, or some other form of documentation to prove I am a Section 3 employee at the time this affidavit is signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

_____ _____

Signature of Section 3 Employee Date

_____

Printed Name of Section 3 Employee

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

STATE OF TEXAS §

§

COUNTY OF GALVESTON §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____,

20 _____, by _____,

[SEAL]

_____

Notary Public in and for the State of Texas

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

AFFIDAVIT OF SECTION 3 BUSINESS CONCERN OWNERSHIP

(Used to Certify Category A Section 3 Business Concern - Ownership)

On this _____ day of _____, 20___, I, here by certify that I am the/an

owner of _____ .
Name of Business

At least 51% of the ownership interest in this business is by Section 3 residents (low income or public housing residents). And I am (Circle as many as apply)

A resident of public (HUD) housing within Galveston County (attach front and back page of lease)

Currently Low income: Owner's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income $93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Title 18, Section 1001 of the U.S. Code states that all person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT
COUNTY OF GALVESTON

I certify that the above statements are true and correct. I understand that I may be required by program staff to provide business primary or employee income documentation, or some other form of documentation to prove my company was a Section 3 Business Concern at the time this affidavit was signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

_____ _____
Signature of Section 3 Business Owner Date

_____
Printed Name of Section 3 Business Owner

This instrument was acknowledged before me on the _____day of _____, 20____, by

_____.
Name

[SEAL] _____
Notary Public in and for the State of Texas

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PRELIMINARY STATEMENT OF WORK FORCE NEEDS

(1) PROJECT NAME

(2) CONTRACT NUMBER

(3) JOB TITLE

(4) TOTAL # OF EMPLOYEES NEEDED FOR THIS PROJECT

(5) NUMBER OF POSITIONS

(6) CURRENTLY FILLED

(a) TOTAL (b) # of SECTION 3 RESIDENTS

(7) HIRING GOAL

(a) TOTAL (b) # of SECTION 3 RESIDENTS

CERTIFICATION

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ _____

Signature Date

_____

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters a contract with the City of Texas City must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require a substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

_____

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

_____ _____

Authorized Company Official's Name (Printed) Date

My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony.
(Write N/A if does not apply)

_____

Signature of Company Official

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony. (Write N/A if does not apply)

Signature of Company Official

Provide a general description of the conduct resulting in the conviction of a felony. (Write N/A if does not apply)

_____

_____

_____

Signature of Company Official

Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CERTIFICATION OF BID

CERTIFICATION and AUTHORIZATION

RFB # _____

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished including the Texas Ethics Commission Certificate of Interested Parties Form 1295 and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the company is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

By submitting a bid/proposal, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the Mayor or City Commission of the City of Texas City within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By: _____ Title: _____

Printed Name: _____ Company Name: _____

Phone Number: _____ Email: _____

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Bid Address:

_____ P.O. Box or

Street City State Zip

Order Address:

_____P.O. Box or

Street City State Zip

Federal Tax ID Number: _____

Date: _____

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

NOTICE OF NON-PARTICIPATION

RFB #2024-446

RECONSTRUCTION OF A RESIDENTIAL STRUCTURE

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Texas City Purchasing Department

1801 9th Ave N

Texas City, TX 77590

DO NOT return the solicitation packet.

Failure to respond may result in the removal of your organization from our current Vendor file.

Company Name: _____

Address: _____

Phone number: _____

Reason for no response to this RFB

Please check the items that apply:

Suitable, but engaged in other work.

Do not sell the item(s) required: _____

Can not be competitive.

Can not meet the specifications highlighted in the attached Bid.

Can not provide insurance required.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Can not provide bonding required.

Can not comply with identification requirements.

Job too large.

Job too small.

Do not wish to do business with the City.

Other reasons; please explain.

_____

_____

_____

Signature Title Date

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____ By _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

SBA Form 1623 (10-88) This form was electronically produced by Elite Federal Forms, Inc.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

	OFFICE USE ONLY
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

_____
Company Name

_____
Signature of Authorized Official

_____
Title of Authorized Official Date

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

_____
Legal Name of Person, Firm or Corporation

_____
Authorized Signature

_____
Title

Case 31036: Johnson, Gertrude
Work Write Up 114: Housing Reconstruction_31036
Bid Open 1/23/2024
Bid Close 2/13/2024

Id	Spec Id	Category	Location	Item	Cost Estimate	249: DSW Homes, LLC [466]	247: Arkitektura Development Inc. [495]	258: A I Legacy LLC. [498]
1	1.00250	General Requirements	Unassigned	PERMITS AND LICENSES	$ -	$ -	$ 4,326.78	$ 1,500.00
2	1.00500	General Requirements	Unassigned	CODE COMPLIANCE	$ -	$ -	$ 12,980.34	$ -
3	1.02000	General Requirements	Unassigned	WORKMANSHIP & MATERIAL STANDARDS	$ -	$ -	$ 8,653.56	$ 25,000.00
4	1.02500	General Requirements	Unassigned	SCHEDULING WORK	$ -	$ -	$ 17,307.12	$ 1,775.00
5	1.02750	General Requirements	Unassigned	COMPLIANCE INSPECTIONS	$ -	$ -	$ 4,326.78	$ 1,775.00
6	1.05000	General Requirements	Unassigned	GENERAL CLEAN-UP	$ -	$ -	$ 4,326.78	$ 1,500.00
7	0	Doors, trim, installation of furnishings, landscaping and punch list work.	Unassigned	Installation of the appliances, landscaping and punch list.	$ 58,436.00	$ -	$ 43,267.80	$ 10,800.00
8	0	Dry-In.	Unassigned	Dry In	$ 58,436.00	$ -	$ 112,496.28	$ 71,850.00
9	0	Insulation and cover up of interior and exterior work.	Unassigned	Insulation and cover up of the interior and exterior walls.	$ 58,436.00	$ -	$ 103,842.72	$ 16,600.00
10	0	Rough-In of electrical, plumbing and HVAC.	Unassigned	Rough in of electrical, plumbing and H.V.A.C.	$ 58,436.00	$ -	$ 77,882.04	$ 26,650.00
11	0	Top-out of plumbing electrical HVAC, painting and flooring.	Unassigned	Top-out of plumbing electrical HVAC, painting and flooring.	$ 58,436.00	$ -	$ 43,267.80	$ 49,500.00
				Supplemental	$ -	$ 290,671.00	$ -	$ -
					$ 292,180.00	$ 290,671.00	$ 432,678.00	$ 206,950.00

Notes

A I Legacy, LLC. withdrew bid on 2/22/24 via email.

Signature

From: Thaddaeus Riggins
To: Kandice Pitchford; Titilayo Smith
Subject: Re: Bids
Date: Thursday, February 22, 2024 3:16:44 PM
Attachments: Outlook-2ctlf3ll.png
Outlook-fmyxkhfy.png
Outlook-we0az5ki.png
Outlook-i3b2jxhr.png
Outlook-h41fr0mu.png

****EXTERNAL EMAIL****

Hi Ms. Pitchford and Ms. Smith,

At this time, I will not participate in the bidding process due to the obligation to start the jobs with my own funds. Currently, I need to wait and prepare my line of credit for this type of work process. I'm grateful for the opportunity that was given to me to bid and hopefully I will be able to participate in the future.

Best regards,
Thaddaeus Riggins
A I Legacy LLC

On Thu, Feb 22, 2024 at 2:32 PM Kandice Pitchford <kpritchford@texascitytx.gov> wrote:

> Hello, were you able to get your bid packet turned in to the Purchasing Department? I was looking on Neighborly and did not see the bid packet.
>
> Best,
>
> *Kandice Pitchford*
>
> Texas City EST. 1911
>
> **Kandice Pitchford (She/Her)**
> Administrative Assistant, Community Development
> & Grants Administration
> Community Development Dept.
> **City of Texas City**
> City Hall Annex
> 928 5th Avenue North
> Texas City, TX 77590
> Office: (409) 643-5730
> www.texascitytx.gov
>
> DISCLAIMER: This email (plus any attachments) is a public record of the City of Texas City and may be subject to public disclosure under the Texas Public Information Act.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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REQUEST FOR BID

RFB # 2024-446

Case ID-31036

222 20th Ave. N., Texas City, TX 77590

Construction of a three (3) Bedroom, two (2) Bath Single-Family Structure

DATE ISSUED: **January 23, 2024.**

SEALED BIDS TO BE SUBMITTED BEFORE:

2:00 P.M. CST Feb 13, 2024

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Texas City, including affiliations, business, and financial relationships such persons may have with City of Texas City officers. If you are unable to obtain such information online, please contact the City of Texas City Purchasing Department, 1801 9th Ave N Texas City, TX 77590, or call (409) 643-5950.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF TEXAS CITY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

BID SHEET

RFB# 2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

Name of Bidder (Company): DSW Homes, LLC

Representative Name: Paul Judson

Contact information: (409) 744-3400, info@dswhomes.ocm

Pursuant To and In Compliance with the Invitation to Bid:

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this bid. The Contractor hereby agrees to furnish all labor, materials and to perform the work required including required taxes, disposal fees, license fees, permits, bonding, insurance premiums and other costs associated with the performance of the following project: Construction of a Residential Structure at 222 20th Ave. N, Texas City, TX 77590.

Dumping of construction waste and debris materials, other than the recycle facility, is illegal and Contractor shall be liable for penalties and/or fees levied against him/her for improper disposal of waste materials. Copies of dump tickets must accompany all invoices requesting payment for removal of demolition of materials.

Estimated Cost: $207,340.00.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

ACKNOWLEDGEMENTS: The Bidder declares that he/she has performed a thorough investigation of the project site and thoroughly understands the scope of work and has examined the Contract Documents for the work involved with completion of the project.

Description and Base Bid

RFB # 2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this Bid. To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or print legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may cause a rejection of the bid package. If there are discrepancies in unit price and total, unit price will prevail.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

One vendor will be selected for the Residential Construction phases of this project. Pursuant to and in Compliance with the invitation to Bid the Proposed Bid Documents relating to the construction of a new structure for:

Item Number	RFB Number	Description & Base Bid	Price
	2024-446	Includes all labor, materials, services, and equipment required to complete said work shown in the drawing and the Specifications / Scope of Work	$290,671.00

Number of days from receipt of the Notice to Proceed to completion of Construction of RFB # 2024-446, 100 consecutive calendar days. Not to exceed four (4) months.

Company Name: DSW Homes, LLC

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

METHOD OF PAYMENT

RFB # 2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

PAYMENT TERMS

Net 30 (Vendor paid within 30 days of invoice.)

Company Name DSW Homes, LLC

Authorized Signature 

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR QUALIFICATIONS

RFB #2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

Please complete the Contractor Qualification Statement and attach all requested documentation.

CHECKLIST

Respond to all questions and statements (put N/A when "not applicable")

Each principal of the firm completes a separate Section II.

All references have proper and complete mailing addresses.

Contractor Acknowledgment (Section VI) is signed and notarized (separate form and signature by each principal of firm).

Release of Information completed by each principal of firm.

Corporations should attach a copy Letter of Good Standing with the Texas State Comptroller. See Contractor Qualifications Statement form.

City of Texas City, Texas
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Texas City, Texas 77590

CONTRACTOR QUALIFICATIONS STATEMENT

BUSINESS INFORMATION (Partnership, Sole Proprietor, Corporations)

Firm Name: DSW Homes, LLC

Business Location Address: 1650 E Winding Way Dr, Friendswood, TX 77546

Mailing Address: 1650 E Winding Way Dr BLDG B , Friendswood, TX 77546

Business Phone: (409) 744-3400

Email Address: info@dswhomes.com

LEGAL STATUS

Partnership Sole Proprietorship Corporation- Limited Liability Company

Federal Income Tax Business Id.: 27-133008

Social Security Number: _____

Date Firm Established: nov 17, 2009

Corporation: DSW Homes, LLC

Charter Number: 801195164

Date of Charter: nov 17, 2009

Date of last board meeting: February 09, 2024

Are there any outstanding litigation, judgments, or claims pending against the contractor or firm? N/A

If yes, describe: _____

_____

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
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Board of Directors and Officers (corporate only)

Name: James Schumer Title: Chair Emeritus

Name: Donald Gerratt Title: Chief Executive Officer

Name: Paul Judson Title: Treasurer/ VP Purchasing Estimating

Name: Curtis Clayton Title: Chief Operating Officer

City of Texas City, Texas
Purchasing Department
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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: James Schumer

Home Address: 4895 W County highway 30A Santa Rosa Beach, FL 32459

Phone: (770) 519-2357

Driver's License #: S560-446-62-341-0 State: Florida

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience 25+

Title: Chair Emeritus

Principals' signature: _____ Date: 02/12/2024

City of Texas City, Texas
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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: Donald Gerratt

Home Address: 12 A Windcreek St Friendswood TX 77546

Phone: (409) 338-6289

Driver's License #: 34060344 State: Texas

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience 25+

Title: Chief Executive Officer

Principals' signature: Donald Gerratt Date: 02/12/2024

City of Texas City, Texas
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Texas City, Texas 77590

PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: Paul Judson

Home Address: 1703 Tempe Street League City, TX 77573

Phone: (409) 939-3344

Driver's License #: 45280758 State: Texas

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience 20+

Title: Treasurer / VP Purchasing and Estimating

Principals' signature: _____ Date: 02/12/2024

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: Curtis Clayton

Home Address: 4 Windsong Ln Friendswood, TX 77546

Phone: (845) 855-9662

Driver's License #: 34187580 State: Texas

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience 20+

Title: Chief Operating Officer

Principals' signature: _____ Date: 02/12/2024

City of Texas City, Texas
Purchasing Department
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Texas City, Texas 77590

REFERENCES

Please provide a proper mailing address, and e-mail addresses, if applicable.

List all financial or banking references.

Name of Institution: Texas First Bank

Type of Account (s): checking

Account Number: Account No. 21136952

List all local suppliers where your firm has past or present credit dealings.

Name of Firm Texas First Bank

Contact Person Sean Doyle, Vice President Sean.doyle@texasfirst.bank 409-744-6353

Mailing Address 6501 Stewart Road, Galveston, TX 77551

(Street or P.O. Box) (City) (State) (Zip Code)

Type of Account(s) _____

Account# _____

City of Texas City, Texas
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List three persons and/or municipalities for whom your firm has completed construction, remodeling, or repairs on structures for $I0,000 or more within the past 2 years.

Name of Client: Harris County

Date: Nov 2020- Present

Client Address: Harris County, 1001 Preston, Rm 652, Houston, TX 77002

Phone: 832-927-8258

Project Name: Harris County Hurricane Harvey GLO

Project Address: scattered sites

Dollar Amount of Work: $10,587,250

Please describe type of work performed in the spaces below:

Reconstruction & rehabilitation for disaster relief (40+ units)

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

City of Texas City, Texas
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Name of Client: State of Florida

Date: June 2023-Present

Client Address: 3914 US-301 #700 Tampa, FL, 33619

Phone: 813-878-9000

Project Name: Sheltering in Home for Recovery Continuation

Project Address: scattered sites

Dollar Amount of Work: $5,300,000

Please describe type of work performed in the spaces below:

Rehabilitation of residential homes (335+ units)

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

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Name of Client: State of South Carolina

Date: Jan 2017-Present

Client Address: 632 Rosewood Drive Columbia, SC 29201

Phone: 803-530-0338

Project Name: South Carolina Office of Resilience (SCOR) Rehabilitaion and Reconstruction

Project Address: scattered sites

Dollar Amount of Work: $42,228,400

Please describe type of work performed in the spaces below:

Rehabilitation and reconstruction of single-family homes and MHUs. (540+ units)

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *

City of Texas City, Texas
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PERSONAL REFERENCES

Name	Address	Occupation
Tres Davis	2201 Northland Drive, Austin TX 78756	Senior Vice President - GrantWorks
Timothy Lagudi	P.O. Box 110265, Research Triangle Park, NC 27709	Sr. Project Manager (Program Manager of Rebuild Florida Irma HRRP)
Chad Herndon	8733 Slegen Ln., Baton Rouge, LA 70810	Director of Support, Disaster Recovery Division City of Houston - GLO Program (H2Bravo, LLC)

City of Texas City, Texas
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CONTRACTOR CAPABILITIES

What is the greatest amount of work, in dollars, that you have ever done at one time (all jobs)?

$25,000,000

What is the largest single job, in dollars you have previously performed?

$1,200,000

What amount of work, in dollars, do you normally carry?

$15,000,000

What dollar size contracts do you think your organization is best qualified to handle?

DSW Homes, LLC is qualified to handle contracts of all amounts

Have you ever failed to complete a job? Y / N

If yes, provide a detailed explanation on a separate page.

N/A

City of Texas City, Texas
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List any contractors for whom you have worked as a subcontractor within the past 12 months (use a separate page, if necessary).

Date Worked	Size of Subcontract	Name of Contractor

State your work specialties.

City of Texas City, Texas
Purchasing Department
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Texas City, Texas 77590

PERSONAL REFERENCES

Name	Address	Occupation
Scott Sharpe	632 Rosewood Drive Columbia, SC 29201	Director of Support, Disaster Recovery Division - SCDRO (South Carolina Disaster Recovery Office)
Heather Lagrone	700 N Congress Avenue, Austin, Texas 78701-1495	Senior Deputy Director, Texas General Land Office
Brandy Canada	3914 US-301 #700 Tampa, FL, 33619	Senior Director of Operations, Rebuilding Together

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm DSW Homes, LLC
(print)

Signature _____
(notarization required)

Date 02/12/2024

****WARNING** PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

City of Texas City, Texas
Purchasing Department
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CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said DSW Homes, LLC (insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration there in expressed, and in the capacity therein stated.

Given under my hand and seal of office this 12 day of February ,2024

[SEAL]

Crystal Caldwell
Notary Public, State of Texas

Crystal Castro Caldwell
My Commission Expires
7/19/2026
Notary ID 128511190

Crystal Caldwell
Print name of Notary Public

My commission expires the 19th day of July, 2026

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm DSW Homes, LLC
(print)

Signature _____
(notarization required)

Date 02/12/2024

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City of Texas City, Texas
Purchasing Department
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CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said DSW Homes, LLC (insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration there in expressed, and in the capacity therein stated.

Given under my hand and seal of office this 12 day of February ,2024

[SEAL]

Crystal Caldwell
Notary Public, State of Texas

Crystal Castro Caldwell
My Commission Expires
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City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm DSW Homes, LLC
(print)

Signature _____
(notarization required)

Date 02/12/2024

****WARNING** PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

City of Texas City, Texas
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INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared Paul Judson known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of February ,2024

[SEAL]



Crystal Caldwell
Notary Public, State of Texas

Crystal Caldwell
Print name of Notary Public

My commission expires the 19th day of July, 2026

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm DSW Homes, LLC
(print)

Signature _____
(notarization required)

Date 02/12/2024

****WARNING** PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said DSW Homes, LLC (insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration there in expressed, and in the capacity therein stated.

Given under my hand and seal of office this 12 day of February ,2024

[SEAL]

Crystal Caldwell
Notary Public, State of Texas

Crystal Castro Caldwell
My Commission Expires
7/19/2026
Notary ID 128511190

Crystal Caldwell
Print name of Notary Public

My commission expires the 19th day of July, 2026

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

RELEASE OF INFORMATION

I (we), Paul Judson, of DSW Homes, LLC, hereby authorize the City of Texas City or its designated agents to obtain and receive all records and information pertaining to eligibility for the Qualified Contractor list, including work record, personal information, credit and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the City of Texas City the right to request all information that we can or could obtain from any person, company, or firm on any matter referenced above. I (we) agree to have no claim for defamation, of privacy, or otherwise against any person or firm or corporation by reason of any statement or information released by them to the City of Texas City for purposes of the program. The term of this authorization shall commence on the date of signature and be in force for a period of two (2) years.

02/12/2024
(Date)

Paul | C | Judson
(First Name) | (Middle Initial) | (Last Name)

(Signature)

DSW Homes, LLC
(Business Name)

1650 E Winding Way Dr
(Street Address/ Route No. (No P.O. Box or Drawer No.)

Friendswood, TX 77546
(City, State, Zip)

10/15/1977 | 27-133008
(Date of Birth) | (Tax ID # or Social Security No.)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of February, 2024

[SEAL]

Crystal Caldwell
Notary Public, State of Texas

Crystal Castro Caldwell
My Commission Expires
7/19/2026
Notary ID 128511190

Crystal Caldwell
Print name of Notary Public

My commission expires the 19th day of July, 2026

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

FEDERALLY REQUIRED CERTIFICATIONS

STATUTORY ASSURANCES AND COMPLIANCIES

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development funds.

COMPLIANCE WITH TITLE VJ OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED:

The Contractor hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D there of issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.

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COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED:

During the performance of this contract the Contractor agrees as follows: The Contractor will conform to Executive Order No. 11 246 of September 24, 1965 (E.O. 11 246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisement s for employee es placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of E.O.11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of E.0.11 246, and the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by E.O.11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in E.O.1246, and such other sanctions may be imposed and remedies invoked as provided in E.O.11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O.11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the most current regulations of the United States Department of Labor, made pursuant to the Copeland “Anti-Kickback Act" (48 Stat. 948:62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276C -- herein incorporated by reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractor’s contract.

City of Texas City, Texas
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CERTIFICATION OF COMPLIANCE WITH AIR AND WATERACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000.)

COMPLIANCE WITH AIR AND WATER ACTS: During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC I 857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (I) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

City of Texas City, Texas
Purchasing Department
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COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS: The Contractor hereby agrees to comply with all requirements related to federally related Labor Standard requirements as may be noted in the bid and contract documents. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS: The Contractor hereby agrees to comply with all local, state, and federal laws, ordinances, and regulations applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

CERTIFICATION: All information provided above is true and complete to the best of my knowledge and belief. I certify that I will comply with the local, state, and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.

_____ 02/12/2024

(Signature) (Date)

Paul Judson, VP Purchasing and Estimating

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

PERFORMANCE BOND

Bond No._____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of_____, County of_____, and State of_____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Texas City, Galveston County, Texas

_____(Owner), in the penal sum of ($) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered a certain written contract with the Owner,

dated the day_____ of_____ 20___, to furnish all labor, materials, and

equipment necessary for completing the construction of a two (2) bedroom and two (2) bathroom single family home at: 41 19th Avenue North Texas City, TX 77590.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and the Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

City of Texas City, Texas
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PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this _____ day of _____, 20_____.

_____

(Principal) (Surety)

By_____ By _____

Title_____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

City of Texas City, Texas
Purchasing Department
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PAYMENT BOND

Bond No._____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of_____, County of_____, and State of_____, as principal, and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Texas City of Galveston County, Texas (Owner), in the penal sum of_____

($_____
_____)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally by these presents:

WHEREAS the Principal has entered a certain written contract with the Owner,

dated the_____ day of_____, 20_____, to furnish all labor, materials, and equipment necessary for completing.

Which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be

determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed hereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this day of _____, 20_____.

_____

(Principal) (Surety)

By_____ By _____

Title_____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

_____

_____

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

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CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees based on race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $ I00,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

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NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontracted exceeding $100,000 which is not exempt from the provisions of the Equal Opportunity Clause.

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

_____ 02/12/2024

(Signature) (Date)

Paul Judson, VP Purchasing and Estimating

(Print Name and Title)

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Purchasing Department
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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

For Applicable City of Texas City Programs and Projects

Section 3 is a provision of the Housing and Urban Development Act of 1968. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a federally funded project necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low - and very low-income persons or business concerns residing in the community where the project is located. Section 3 applies to the department as a recipient of HUD funds for any projects, in which the HUD investment is $200,000 or more, and contractors or subcontractors receiving $I00,000 or more in covered funds.

PURPOSE

The purpose of this Plan is to provide employment and business opportunity for businesses and lower income persons who are residents of the Texas City - Houston, Sugarland, and Woodland MSA referred to as the Section 3 Area under the Community Development Block Grant Program, by setting forth procedures to be implemented by contractors and subcontractors to assure compliance with Section 3 of the Housing and Urban Development Act, as defined in 24 CFR part 135 (for project receiving federal assistance of $200,000 or more or contracts for covered projects receiving $I00,000 or more).

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DEFINITIONS

SECTION 3 COVERED PROJECT - A Section 3-Covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc. which is funded by HUD, and in which contractors or subcontractors receive $I00,000 or more in covered funds.

SECTION 3 RESIDENT - A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

SECTION 3 BUSINESS RETURN - Section 3 business concerns are businesses that can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

RACE AND GENDER NEUTRAL - Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

NUMERICAL GOALS: The department shall meet and ensure that covered contractors and subcontractors meet the minimum numerical goals set forth at 24 CFR Part 135.30: 30 percent of the aggregate number of new hires shall be Section 3 residents; and 10 percent of all covered construction contracts shall be awarded to Section 3 business concerns. At least three (3) percent of the total dollar amount of all other section 3 covered contracts. In accordance with 24

CFR § 135.30, if these minimum requirements are not met, sufficient documentation must be kept providing reasoning and justification for non-compliance. This documentation should include evidence of all Section 3 outreach efforts. To meet these goals, the department shall maintain a certification process for Section 3 business concerns. The following clause shall be included (verbatim) in bid documents and all contracts for projects in which the amount of federal investment exceeds $100,000.

24 CFR § 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 I u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training position s, that are filled (I) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, debarment, or suspension from future HUD assisted contracts.

With respect to work performance in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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UTILIZATION OF SECTION 3 AREA RESIDENTS AND BUSINESSES

All contractors subject to this Section 3 regulation will provide a "Preliminary Statement of Work Force Needs" form prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force. Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as trainees to the greatest extent in the various training categories and filling any vacant training positions with lower income project area residents except for those training position which remain unfilled after a good faith effort has been made to fill them with eligible income project area residents.

Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as employees to the greatest extent feasible by identifying the number and types of positions not currently occupied by regular, permanent employees and establishing a goal of positions to be filled by lower income residents of the Section 3 covered project area and thereafter making a good faith effort to fill the identified positions.

ln recruiting and filling vacancies, the City will require contractors and subcontractors to attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs. etc. When lower income resident workers apply. Either on their own initiative or on referral from any source, the contractor or subcontractor shall determine if the qualifications are satisfactory and if there are openings.

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CONTRACTOR OR SUBCONTRACTOR AFFIRMATIVE ACTION PLAN

All competitive bidders and negotiated contractors, subject to 24 CFR Part 135 regulations (contracts over $100,000) will submit to the City of Texas City utilization goals. Evaluation of each bid and negotiated contract will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve these objectives of Section 3 regulations. The following submittal, or similar, updated document, will be required of each construction contractor.

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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

SECTION 3 ACTION PLAN

The work to be performed under bids on projects assisted under programs providing direct federal financial assistance from the Department of Housing and Urban Development (HUD) arc subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968.

Section 3 Resident - A "section 3 resident" is: l) a public housing (HUD) resident; or 2) a low- or very low-income person residing in the Houston, Sugarland, and Woodland Metropolitan Statistical Area (MSA). The preferences provided under this regulation are based on income level and location and are race and gender neutral. The following income limits apply to the households of those considered Section 3 residents based upon income:

2023 City of Texas City Income Limits for Consideration as Low to Moderate Income.

FY 2023 Income Limit Area	Median Family Income	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area	$93,200	**Low (80%) Income Limits ($)**	52,200	59,650	67,100	74,550	80,550	86,560	92,450	98,450
		Very Low-Income Limits ($)	32,650	37,300	41,950	46,600	50,350	54,100	57,800	61,550
		Extremely Low-Income Limits ($)	19,600	22,400	25,200	30,000	35,140	40,280	45,420	50,560

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SECTION 3 BUSINESS CONCERNS

Section 3 business concerns are businesses which can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

The Bidder represents and certifies as part of its bid that it will comply with the requirements of Section 3 in one of the following categories (MUST CHECK ONE BOX ONLY).

☐ CATEGORY A SECTION 3 BUSINESS CONCERN (OWNERSHIP)

51% or more of the business is owned by Section 3 Residents (low income) or public housing (HUD) residents in Galveston County (attach copy of the first and last page of current lease and documentation of business ownership, such as articles of incorporation, form I099, tax return, bank statement, or other satisfactory proof of ownership, along with the attached Affidavit of Section 3 Business Ownership).

☐ CATEGORY B SECTION 3 BUSINESS CONCERN (WORKFORCE)

Full-time, permanent workforce of the business currently includes 30% or more Section 3 eligible residents, or within three years of the date of first employment with the business concern were Section 3 residents (attach a list of all employees with Section 3 employees so designated, along with an Affidavit of Section 3 employee status from each Section 3 employee.)

☒ CATEGORY C SECTION 3 BUSINESS CONCERN (SUBCONTRACT)

The bidder hereby commits to subcontract at least 25% of the total amount of subcontracts to Category A or B Section 3 businesses. Attach on separate sheets the name, address, phone number, amount of subcontract and Section 3 Business Concern category (A or B) for each

intended Section 3 Business Concern subcontractor and attach satisfactory documentation of the subcontractor's Section 3 status.

SECTION 3 NARRATIVE AFFIRMATIVE ACTION PLAN

All competitive bidders for Section 3 covered projects must submit to the City of Texas City a Section 3 narrative affirmative action plan including utilization goals. Evaluation of each bid and will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve the objectives of Section 3 regulations. Attach additional pages as necessary.

Explain how you intend to recruit a minimum of 30% of Section 3 residents for any new hires from the time this bid is submitted until the contract is complete, and what actions you will take to require subcontractors to do the same.

Check all applicable boxes.

- ☐ Ads placed with local advertising media such as newspapers.
- ☐ Sign at the project site
- ☐ Notification of Public Housing Agencies, Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities.
- ☐ Other
- ☒ No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

If you intend to subcontract, explain how you intend to subcontract a minimum of 25% of the work of this bid to Section 3 business concerns. Check all applicable boxes.

- ☐ Ads placed with local advertising media such as newspapers.

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☐ Sign at the project site

☒ Contact a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.

☐ Other

☐ No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

Describe how you will document and maintain evidence of all Section 3 outreach efforts, and how you will require any subcontractors to do the same. Check all applicable boxes.

☐ Maintain copies of ads placed with local advertising media such as newspapers.

☐ Maintain photos of signage at the project site

☒ Maintain copies of letters or internet search results requesting a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.

☐ Other

☐ No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

The successful bidder will provide a " Preliminary Statement of Work Force Needs" form, prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force to accomplish the work of this bid. In recruiting and filling vacancies to accomplish the work of this bid, the successful bidder shall recruit from Galveston County the necessary number of lower income or public housing residents through: local advertising media, signs placed at the project site, and notices to appropriate community organizations and public or private institutions operating within or serving the project area such as: Public Housing Agencies, Employment or

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Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities. Provide selections from the list of resources below or list other resources to be used in recruiting Section 3 employees. Upon contracting, a completed " Preliminary Statement of Work Force Needs" shall be provided by the contractor to each organization contacted. Check all applicable boxes.

☐ Public Housing Agency ☐ Workforce Commission ☐ Manpower

☐ Services/Employment Agencies

☐ Texas Commission for the Blind

☐ Other

☒ No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

☒ If no recruitment or hiring is anticipated, briefly explain why DSW already has a sufficient and able workforce

☐ Business has no employees other than the owner(s).

☒ The business is currently fully staffed and has existing capacity for the proposed project.

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GRIEVANCE PROCEDURE: Section 3 employees must be informed that in the event of a grievance or complaint against the municipality or the general contractor, they may file by mail a grievance with:

Assistant Secretary for Equal Opportunity & Fair Housing
Department of Housing and Urban Development
451 Seventh St., S.W. - Room 5100
Washington, D.C. 20410-2000,

or

Fair Housing and Equal Opportunity Division Department
of Housing and Urban Development
80I Cherry Street
P.O. Box 2905
Fort Worth, TX 76113-2905

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SUBCONTRACTORS: Subcontractors will be informed of their requirement to submit a Section 3 Action Plan and certifications to the city.

Implementation Schedule: Provide a schedule timeline of the implementation of this plan: Section 3 Employee Recruitment Timeline:

☒ Not Applicable - This project does not require employee recruitment.

Timeline (Pre-Bid, Pre-Commencement, During) _____

_____

Subcontractor Timeline:

☐ Not Applicable - No subcontracts are anticipated for this project.

Timeline (Pre-Bid, Pre-Commencement, During) during

_____

Describe training opportunities your firm can provide for low-income or public housing Section 3 residents as well as an overview of your training plan. Check all applicable boxes.

☐ Management Training
☐ Maintenance Training
☐ Building Trades Training
☐ Clerical Training
☐ Support Services Training
☐ Other Training Opportunities

The successful bidder shall send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitment under the Section 3 clause and shall have posted copies of the notice in conspicuous places available to employees and applicants for employment or training. List any

labor organizations or worker representatives with whom your firm has a collective bargaining agreement, contract, or other understanding:

☒ Not Applicable - bidder does not have any collective bargaining agreement, contract, or understanding with any labor groups.

List Labor Organizations _____

_____

SECTION 3 CLAUSE

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 I u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each;

and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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SECTION 3 CERTIFICATION

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, fraudulent statement or entity, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $I0,000 or imprisoned for not more than five years, or both. The undersigned gives express consent to the City of Texas City to verify any information provided by the vendor within this Section 3 Business Certification Form.

Certification - The information above is true and complete to the best of my knowledge and belief.

_____ 02/12/2024

Signature Date

Paul Judson, VP Purchasing and Estimating

Print Name and Title

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N/A as DSW Homes, LLC has no section 3 employees to report

AFFIDAVIT OF SECTION 3 EMPLOYEES

(Used to Certify Category B Section 3 Business Concern - Workforce)

On this _____day of _____, 20____
Date Month Year

I, _____, hereby certify that I am an employee of _____.

I am (Circle as many as apply):

A resident of public (HUD) housing within Galveston County (attach front and back page of lease).

Currently low income: Employee's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income $93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Previously low income based upon the table above, within 3 years prior to becoming employed by this employer.

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

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I certify that the above statements are true and correct. I understand that I may be required by program staff to provide income documentation, or some other form of documentation to prove I am a Section 3 employee at the time this affidavit is signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

_____ _____

Signature of Section 3 Employee Date

_____

Printed Name of Section 3 Employee

City of Texas City, Texas
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STATE OF TEXAS §

§

COUNTY OF GALVESTON §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____,

20 _____, by _____,

[SEAL]

_____

Notary Public in and for the State of Texas

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N/A as DSW Homes, LLC is not a section 3 business

AFFIDAVIT OF SECTION 3 BUSINESS CONCERN OWNERSHIP

(Used to Certify Category A Section 3 Business Concern - Ownership)

On this _____ day of _____, 20___, I, here by certify that I am the/an

owner of _____ .
Name of Business

At least 51% of the ownership interest in this business is by Section 3 residents (low income or public housing residents). And I am (Circle as many as apply)

A resident of public (HUD) housing within Galveston County (attach front and back page of lease)

Currently Low income: Owner's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income $93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Title 18, Section 1001 of the U.S. Code states that all person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

STATE OF TEXAS §

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§

COUNTY OF GALVESTON §

ACKNOWLEDGMENT

COUNTY OF GALVESTON

I certify that the above statements are true and correct. I understand that I may be required by program staff to provide business primary or employee income documentation, or some other form of documentation to prove my company was a Section 3 Business Concern at the time this affidavit was signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

_____ _____

Signature of Section 3 Business Owner Date

_____

Printed Name of Section 3 Business Owner

This instrument was acknowledged before me on the _____day of _____, 20____, by

_____.
Name

[SEAL] _____

Notary Public in and for the State of Texas

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PRELIMINARY STATEMENT OF WORK FORCE NEEDS

(1) PROJECT NAME RFB # 2024-446 Construction of a three (3) bedroom, two (2) bathroom single-family Structure

(2) CONTRACT NUMBER # 2024-446

(3) JOB TITLE N/A

(4) TOTAL # OF EMPLOYEES NEEDED FOR THIS PROJECT DSW already has a sufficient and able workforce

(5) NUMBER OF POSITIONS N/A

(6) CURRENTLY FILLED all positions are currently filled

(a) TOTAL (b) # of SECTION 3 RESIDENTS

(7) HIRING GOAL DSW Homes, LLC is not planning to hire new employees for this project

(a) TOTAL (b) # of SECTION 3 RESIDENTS

CERTIFICATION

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ 02/12/2024

Signature Date

Paul Judson, VP Purchasing and Estimating

(Print Name and Title)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters a contract with the City of Texas City must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require a substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: DSW Homes, LLC

Paul Judson — 02/12/2024

Authorized Company Official's Name (Printed) Date

My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony.
(Write N/A if does not apply)

Signature of Company Official

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony. (Write N/A if does not apply)

N/A

Signature of Company Official

Provide a general description of the conduct resulting in the conviction of a felony. (Write N/A if does not apply)

_____

_____

_____

Signature of Company Official

Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CERTIFICATION OF BID

CERTIFICATION and AUTHORIZATION

RFB # 2024-446

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished including the Texas Ethics Commission Certificate of Interested Parties Form 1295 and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the company is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

By submitting a bid/proposal, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the Mayor or City Commission of the City of Texas City within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By: _____ Title: VP Purchasing and Estimating

Printed Name: Paul Judson Company Name: DSW Homes, LLC

Phone Number: (409) 744-3400 Email: info@dswhomes.com

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Bid Address:

222 20th Ave. N | Texas City | TX | 77590 P.O. Box or

Street City State Zip

Order Address:

1650 E Winding Way Dr, Friendswood, TX 77546 P.O. Box or

Street City State Zip

Federal Tax ID Number: 27-133008

Date: 02/12/2024

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

NOTICE OF NON-PARTICIPATION

RFB #2024-446

RECONSTRUCTION OF A RESIDENTIAL STRUCTURE

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Texas City Purchasing Department

1801 9th Ave N

Texas City, TX 77590

DO NOT return the solicitation packet.

Failure to respond may result in the removal of your organization from our current Vendor file.

Company Name: _____

Address: _____

Phone number: _____

Reason for no response to this RFB

Please check the items that apply:

Suitable, but engaged in other work.

Do not sell the item(s) required: _____

Can not be competitive.

Can not meet the specifications highlighted in the attached Bid.

Can not provide insurance required.

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Can not provide bonding required.

Can not comply with identification requirements.

Job too large.

Job too small.

Do not wish to do business with the City.

Other reasons; please explain.

_____

_____

_____

Signature Title Date

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name DSW Homes, LLC

Date 02/12/2024

By Paul Judson, VP Purchasing and Estimating
Name and Title of Authorized Representative

Signature of Authorized Representative

SBA Form 1623 (10-88)

This form was electronically produced by Elite Federal Forms, Inc.

N/A no conflict of intrest

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1123217

Date Filed:
02/13/2024

Date Acknowledged:

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

DSW Homes, LLC
Galveston, TX United States

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

City of Texas City

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

RFB 2024-446
General Contracting services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GERRATT, DONALD	Friendswood, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Paul Judson, and my date of birth is 10/15/1977.

My address is 1703 Tempe Street (street), League City (city), TX (state), 77573 (zip code), USA (country).

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

Executed in Galveston County, State of Texas, on the 13 day of February (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Paul Judson, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

DSW Homes, LLC
Company Name

Signature of Authorized Official

VP Purchasing and Estimating
Title of Authorized Official

02/12/2024
Date

City of Texas City, Texas
Purchasing Department
1801 9th Ave N
Texas City, Texas 77590

Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

DSW Homes, LLC

Legal Name of Person, Firm or Corporation



Authorized Signature

VP Purchasing and Estimating

Title

SAM.GOV®

DSW HOMES LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
DLSDMD8LA7N9	**6UM90**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 24, 2024**	
Physical Address	Mailing Address	
1650 E Winding WAY DR **Friendswood, Texas 77546-5128** **United States**	**1650 E Winding WAY DR** **Friendswood, Texas 77546-5128** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**www.dswhomes.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 27, 2023	**Apr 25, 2023**	**Dec 6, 2012**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 17, 2009	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

Executive Compensation Details

Executive 1:

First Name:	**James**
Middle Initial:	**F**
Last Name:	**Schumer**
Position Title:	**Chair Emeritus**
Compensation Amount:	**910000**

Executive 2:

First Name:	**Donald**
Middle Initial:	**B**
Last Name:	**Gerratt**
Position Title:	**CEO**
Compensation Amount:	**400000**

Executive 3:

First Name:	**James**
Middle Initial:	**D**
Last Name:	**Yarbrough**
Position Title:	**CFO**
Compensation Amount:	**225000**

Executive 4:

First Name:	**Paul**
Middle Initial:	**C**
Last Name:	**Judson**
Position Title:	**VP Business Developm**
Compensation Amount:	**175000**

Executive 5:

First Name:	**Curtis**
Middle Initial:	
Last Name:	**Clayton**
Position Title:	**VP Construction**
Compensation Amount:	**200000**

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
6UM90

Electronic Funds Transfer

Account Type
Checking

Routing Number
*******1122**

Lock Box Number
(blank)

Financial Institution
FIRST FINANCIAL BANK

Account Number
*******0007379**

Automated Clearing House

Phone (U.S.)
4098833563

Email
jason.stewart@dswhomes.com

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

DSW HOMES LLC
1650 Winding WAY DR
Friendswood, Texas 77546
United States

Taxpayer Information

EIN
*******0085**

Type of Tax
Applicable Federal Tax

Taxpayer Name
DSW HOMES LLC

Tax Year (Most Recent Tax Year)
2022

Name/Title of Individual Executing Consent
President

TIN Consent Date
Apr 25, 2023

Address
502 20TH Street
Galveston, Texas 77550

Signature
James Schumer

Points of Contact

Accounts Receivable POC

Jason Stewart, Corporate Controller
jason.stewart@dswhomes.com
4097443400

Electronic Business

Ashley Byrd
ashley.byrd@dswhomes.com
4097443400

1650 E Winding WAY DR., BLDG. B
Friendswood, Texas 77546
United States

Government Business

Jed Webb, Vice President of Government Affairs
Jed.webb@dswhomes.com
4097443400

1650 E Winding WAY DR., BLDG. B
Friendswood, Texas 77546
United States

Paul Judson, Production Manager
paul.judson@dswhomes.com
4097443400

502 20TH Street
Galveston, Texas 77550
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236116**	**New Multifamily Housing Construction (Except For-Sale Builders)**
	236115	**New Single-Family Housing Construction (Except For-Sale Builders)**

236117	**New Housing For-Sale Builders**
236118	**Residential Remodelers**
236220	**Commercial And Institutional Building Construction**
238130	**Framing Contractors**
238160	**Roofing Contractors**
238170	**Siding Contractors**
238220	**Plumbing, Heating, And Air-Conditioning Contractors**
238310	**Drywall And Insulation Contractors**
238320	**Painting And Wall Covering Contractors**
238330	**Flooring Contractors**
238340	**Tile And Terrazzo Contractors**
238350	**Finish Carpentry Contractors**
238990	**All Other Specialty Trade Contractors**
541219	**Other Accounting Services**
561730	**Landscaping Services**
561790	**Other Services To Buildings And Dwellings**
562910	**Remediation Services**
562998	**All Other Miscellaneous Waste Management Services**
611210	**Junior Colleges**
623990	**Other Residential Care Facilities**
624190	**Other Individual And Family Services**
624210	**Community Food Services**
624221	**Temporary Shelters**
624229	**Other Community Housing Services**
624230	**Emergency And Other Relief Services**
722310	**Food Service Contractors**
811412	**Appliance Repair And Maintenance**
811490	**Other Personal And Household Goods Repair And Maintenance**
812990	**All Other Personal Services**
814110	**Private Households**

Product and Service Codes

PSC	PSC Name
4510	**Plumbing Fixtures And Accessories**
5650	**Roofing And Siding Materials**
C1FA	**Architect And Engineering- Construction: Family Housing Facilities**
J045	**Maintenance, Repair, And Rebuilding Of Equipment- Plumbing, Heating, And Waste Disposal Equipment**
N045	**Installation Of Equipment- Plumbing, Heating, And Waste Disposal Equipment**
Y1AA	**Construction Of Office Buildings**
Y1AB	**Construction Of Conference Space And Facilities**
Y1AZ	**Construction Of Other Administrative Facilities And Service Buildings**
Y1FA	**Construction Of Family Housing Facilities**

Y1FZ	**Construction Of Other Residential Buildings**
Y1JZ	**Construction Of Miscellaneous Buildings**
Y1LB	**Construction Of Highways, Roads, Streets, Bridges, And Railways**
Y1PA	**Construction Of Recreation Facilities (Non-Building)**
Y1PC	**Construction Of Unimproved Real Property (Land)**
Z1EZ	**Maintenance Of Other Industrial Buildings**
Z1FA	**Maintenance Of Family Housing Facilities**
Z1FC	**Maintenance Of Troop Housing Facilities**
Z1FZ	**Maintenance Of Other Residential Buildings**
Z1HA	**Maintenance Of Government-Owned Contractor-Operated (Goco) R&D Facilities**
Z1HB	**Maintenance Of Government-Owned Government-Operated (Gogo) R&D Facilities**
Z1HC	**Maintenance Of Government-Owned Contractor-Operated (Goco) Environmental Laboratories**
Z1HZ	**Maintenance Of Government-Owned Government-Operated (Gogo) Environmental Laboratories**
Z1JZ	**Maintenance Of Miscellaneous Buildings**
Z200	**Repair Or Alteration Of Structures And Facilities**
Z2AA	**Repair Or Alteration Of Office Buildings**
Z2AZ	**Repair Or Alteration Of Other Administrative Facilities And Service Buildings**
Z2FA	**Repair Or Alteration Of Family Housing Facilities**
Z2FC	**Repair Or Alteration Of Troop Housing Facilities**
Z2FZ	**Repair Or Alteration Of Other Residential Buildings**
Z2GZ	**Repair Or Alteration Of Other Warehouse Buildings**
Z2HA	**Repair Or Alteration Of Government-Owned Contractor-Operated (Goco) R&D Facilities**
Z2HB	**Repair Or Alteration Of Government-Owned Government-Operated (Gogo) R&D Facilities**
Z2HC	**Repair Or Alteration Of Government-Owned Contractor-Operated (Goco) Environmental Laboratories**
Z2HZ	**Repair Or Alteration Of Government-Owned Government-Operated (Gogo) Environmental Laboratories**
Z2JZ	**Repair Or Alteration Of Miscellaneous Buildings**
Z2PZ	**Repair Or Alteration Of Other Non-Building Facilities**
Z2QA	**Repair Or Alteration Of Restoration Of Real Property (Public Or Private)**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$113,600,000.00

Number of Employees (in accordance with 13 CFR 121)
92

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

CITY COMMISSION REGULAR MTG **(9) (k)**

Meeting Date: 03/06/2024

Award Contract for Exterior Moore Memorial Public Library Repairs to Brazos Commercial Roofing

Submitted For: Dj Hutchinson, Public Works

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Public Works

Information

ACTION REQUEST

Consider and award a contract for miscellaneous repairs & restoration of exterior walls & roof at Moore Memorial Public Library to Brazos Commercial Roofing for the amount of $425,857.95. Authorize the permission to enter into a contract with Brazos Commercial Roofing.

BACKGROUND (Brief Summary)

On Tuesday, February 13, 2024, a total of six bids were submitted by prospective contractors for the referenced project. The bids were opened and read aloud and recorded by PCI representative, at 2:00 p.m. on the noted date. A tabulation of the bids is attached.

Based on the bid tabulation, Brazos Commercial Roofing (Brazos) was the apparent low bidder with a submitted Base Bid of $40
5,579.00. Including costs for Performance & Payment bonds (5% or $20,278.95), the total bid for Brazos would be $425,857.95. PCI reviewed the bids and supplemental information submitted by each bidder for evaluation purposes. PCI has successfully completed roofing and restoration projects with Brazos over the past years. PCI contacted Brazos to confirm their bid was valid and could perform the specified work for the submitted pricing. Brazos indicated as such, but requested that the unit prices could be adjusted to be more commensurate with other bidders, if awarded the work.

RECOMMENDATION

Based on the evaluation of Price Consulting, Inc. (Professional Consultants) of the subject qualifications and information submitted, Brazos Commercial Roofing is considered to be the "preferred" and most responsive bidder for this project. PCI recommends selecting Brazos for the specified work, including selecting Performance and Payment Bonds for a total contract amount of $425,857.95.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: $425,857.95

Source of Funds: ARPA

Account #: 243402-53540

Fiscal Impact:

Grants funds will be expended as allocated.

Attachments

Bid Tabulation Sheet 1
Bid Tabulation Sheet 2
Bid Review Letter

BID TABULATION FORM

CITY OF TEXAS CITY
MOORE LIBRARY
TEXAS CITY, TEXAS
PCI PROJECT
#12144.23.01

	12TC	ESI	LIQUATECH	BEARDOS
BASE BID				
Replace Windows Type A	199,093	96,155.00	114,190	117,496
Replace Windows Type B	145,284	137,469.00	181,434	193,854
Repair/Clean/Seal Masonry	21,553	42,220.00	21,043	28,469
Repair/Clean/Coat Stucco	28,954	69,380.00	55,357	29,800
Roof/Cladding Repairs	125,565	117,425	64,217	35,960
Total	570,449	462,699	436,241	405,579
Bid Bond	✓	✓	✓	✓
~~Bid~~ P&P BONDS	N/A	10%	2%	5%
UNIT PRICES				
MORTAR CRACK REPAIR	14.20	10	14	15
CONCRETE REPAIR	165.00	149	85	250
ROOF REPAIR	36.50	25	30	500
STUCCO REPAIR	15.50	77	80	500
PROJECT COMPLETION				
BASE BID	140	140	120	250
EMR				
CURRENT YEAR	N/A			87
PAST YEAR	N/A			80
TWO YEARS AGO	N/A			95
ADDENDA	1, 2	1, 2	1, 2	1, 2

BID TABULATION FORM

CITY OF TEXAS CITY
MOORE LIBRARY
TEXAS CITY, TEXAS
PCI PROJECT
#12144.23.01

	J EDWARDS	TAYLOR		
BASE BID				
Replace Windows Type A	104,000	333,870.97		
Replace Windows Type B	197,890			
Repair/Clean/Seal Masonry	45,100..	18,583.47		
Repair/Clean/Coat Stucco	86,015	21,021.51		
Roof/Cladding Repairs	75,000	66,179.03		
Total	508,005	439,604.97		
BID BOND	✓			
P&P BONDS	3%	3%		
UNIT PRICES				
MORTAR CRACK REPAIR	12	6.49		
CONCRETE REPAIR	180	64.97		
ROOF REPAIR	20	16.24		
STUCCO REPAIR	30	49.79		
PROJECT COMPLETION				
BASE BID	N/A	220		
EMR				
CURRENT YEAR				
PAST YEAR				
TWO YEARS AGO				
ADDENDA	1, 2	1, 2		

PRICE CONSULTING, INC.
7122 WORCESTER DRIVE , SUITE A , SPRING , TEXAS 77379 ~ 281.209.1724
7600 CHEVY CHASE DRIVE , BUILDING 2 , SUITE 300 , AUSTIN , TEXAS 78752 ~ 800.966.6088
10000 N. CENTRAL EXPRESSWAY , SUITE 400 , DALLAS , TEXAS 75231 ~ 800.966.6088
950 BANNOCK STREET , SUITE 1100 , BOISE , IDAHO 83702 ~ 208.292.9130

February 22, 2024

Mr. DJ Hutchinson
Project Administrator
City of Texas City: Public Works Department
7800 Emmett F. Lowery Expressway
Texas City, Texas 77590

Re: Bid Review: Miscellaneous Repairs & Restoration of Exterior Walls & Roof
Moore Memorial Library
PCI Project No. 12144.23.01

Dear Mr. Hutchinson:

On Tuesday, February 13, 2024, a total of six bids were submitted by prospective contractors for the referenced project. The bids were opened and read aloud and recorded by PCI representative, at 2:00 p.m. on the noted date. A tabulation of the bids is attached.

Based on the bid tabulation, Brazos Commercial Roofing (Brazos) was the apparent low bidder with submitted Base Bid of $405,579.00. Including costs for Performance & Payment bonds (5% or $20,278.95), the total bid for Brazos would be $425,857.95. PCI reviewed the bids and supplemental information submitted by each bidder for evaluation purposes. PCI has successfully completed roofing and restoration projects with Brazos over the past years. PCI contacted Brazos to confirm their bid was valid and could perform the specified work for the submitted pricing. Brazos indicated as such, but requested that the unit prices could be adjusted to be more commensurate with other bidders, if awarded the work.

Based on our evaluation of the subject qualifications and information submitted, Brazos is considered to be the "preferred" and most responsive bidder for this project. PCI recommends selecting Brazos for the specified work including selecting Performance and Payment Bonds for a total Contract Amount of $425,857.95. If you have any questions, or if we can be of further service, please contact me.

Sincerely,

PRICE CONSULTING, INC.



Karl A. Schaack, P.E., RRC
President

BID TABULATION FORM

CITY OF TEXAS CITY
MOORE LIBRARY
TEXAS CITY, TEXAS
PCI PROJECT
#12144.23.01

	BRAZOS*	LIQUATECH	TAYLOR	RSI
BASE BID				
REPLACE WINDOWS TYPE A	$117,496.00	$114,190.00	$333,870.97	$96,155.00
REPLACE WINDOWS TYPE B	$193,854.00	$181,434.00	(Included)	$137,469.00
REPAIR/CLEAN/SEAL MASONRY	$28,469.00	$21,043.00	$18,583.47	$42,270.00
REPAIR/CLEAN/COAT STUCCO	$29,800.00	$55,357.00	$21,021.51	$69,380.00
ROOF/CLADDING REPAIRS	$35,960.00	$64,217.00	$66,129.03	$117,425.00
TOTAL	**$405,579.00**	**$436,241.00**	**$439,604.97**	**$462,699.00**
BID BOND	Y	Y	Not Provided	Y
P&P BONDS	5%	2%	3%	1%
UNIT PRICES				
MORTAR CRACK REPAIR	$15.00	$14.00	$6.49	$10.00
CONCRETE REPAIR	$250.00	$85.00	$64.97	$149.00
ROOF REPAIR	$500.00	$30.00	$16.24	$25.00
STUCCO REPAIR	$500.00	$80.00	$49.79	$77.00
PROJECT COMPLETION	250	120	220	140
EMR				
CURRENT YEAR	Not Provided	0.81	0.72	0.85
PAST YEAR	Not Provided	0.73	0.72	0.80
TWO YEARS AGO	Not Provided	0.69	0.65	0.83
ADDENDA	1, 2	1, 2	1, 2	1, 2

BID TABULATION FORM

CITY OF TEXAS CITY
MOORE LIBRARY
TEXAS CITY, TEXAS
PCI PROJECT
#12144.23.01

	JR JONES	RTC		
BASE BID				
REPLACE WINDOWS TYPE A	$104,000.00	$199,093.00		
REPLACE WINDOWS TYPE B	$197,890.00	$145,284.00		
REPAIR/CLEAN/SEAL MASONRY	$45,100.00	$71,553.00		
REPAIR/CLEAN/COAT STUCCO	$86,015.00	$28,954.00		
ROOF/CLADDING REPAIRS	$75,000.00	$125,565.00		
TOTAL	**$508,005.00**	**$570,449.00**		
BID BOND	Y	Y		
P&P BONDS	3%	Not Provided		
UNIT PRICES				
MORTAR CRACK REPAIR	$12.00	$14.20		
CONCRETE REPAIR	$180.00	$165.00		
ROOF REPAIR	$20.00	$36.50		
STUCCO REPAIR	$30.00	$15.50		
PROJECT COMPLETION	Not Provided	140		
EMR				
CURRENT YEAR	0.71	Not Provided		
PAST YEAR	0.72	Not Provided		
TWO YEARS AGO	0.59	Not Provided		
ADDENDA	1, 2	1, 2		

CITY COMMISSION REGULAR MTG **(9) (I)**

Meeting Date: 03/06/2024

Authorization to Submit Grant Application to the TX Dept. of Housing & Community Affairs for HOME funds.

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Consider and give authorization to the Mayor's Office of Grants Administration to submit a grant application to the Texas Department of Housing and Community Affairs Reservation System for HOME funds to carry out single-family housing programs under the Community Development Department. Commit $40,000 in cash reserves for use during the Reservation System Participation (RSP). Authorize Mayor Dedrick D. Johnson, Sr. to represent the City of Texas City to execute a contract and grant agreement as applicable.

BACKGROUND (Brief Summary)

The Texas Department of Housing and Community Affairs (TDHCA or the Department) announced a NOFA of approximately $20,437,314 in HOME funds for single family housing programs under the general set-aside utilizing a reservation system. These funds will be made available to HOME Reservation System Participants after a Reservation System Participation (RSP) Agreement has been ratified. Funds are made available for single-family activities through the Department's 2023 annual HOME allocation from the U.S. Department of Housing and Urban Development (HUD).

The following activity types are eligible uses of HOME funds awarded under this NOFA:
a. Homeowner Reconstruction Assistance (HRA). HRA provides funds for the reconstruction or new construction of a single family residence owned and occupied by eligible low-income Households. Specific program guidelines can be found at 10 TAC Chapter 23, Single Family HOME Program, Subchapter C, Homeowner Reconstruction Assistance Program, §§23.30 - 23.32.
b. Tenant-Based Rental Assistance (TBRA). TBRA provides rental subsidies to eligible low-income Households. Assistance may include rental, security, and utility deposits. Specific program guidelines can be found at 10 TAC Chapter 23, Single Family HOME Program, Subchapter F, Tenant-Based Rental Assistance Program, §§23.50 - 23.52.

If awarded, the eligible activities will be administed by the City of Texas City Community Development Department.

RECOMMENDATION

It is the recommendation of the Mayor and the Director of Community Development & Grants Administration that the Commission approve the submission of this application.

Fiscal Impact

Funds Available Y/N:

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

Funds awarded would supplement the City's CDBG allocations for housing reconstruction, as well as allow for the continuation of the tenant-based rental assistance program which has previously been funded by CDBG-CV and ARPA SLRS.

Attachments

HOME NOFA

HOME Investment Partnerships Program ("HOME")
CFDA# 14.239

Amended 2024 HOME Investment Partnerships Program Single Family General Set-Aside Notice of Funding Availability

1. Summary.

a. This NOFA is amended to correct erroneous dates in sections 6b and 6c. 6b is updated from **Monday, January 6, 2024, at 5:00 p.m. Central time** to **Monday, January 15, 2024, at 5:00 p.m. Central time**. 6c is updated from **Tuesday, January 7, 2024, at 10:00 a.m. Central time** to **Tuesday, January 16, 2024, at 10:00 a.m. Central time.**

b. The Texas Department of Housing and Community Affairs (TDHCA or the Department) announces a NOFA of approximately $20,437,314 in HOME funds for single family housing programs under the general set-aside utilizing a reservation system. These funds will be made available to HOME Reservation System Participants after a Reservation System Participation (RSP) Agreement has been ratified.

c. The availability and use of these funds are subject to the HOME rules including, but not limited to the following Texas Administrative Code (TAC) rules in effect at the time of application review or contract execution (as applicable): Title 10, Part 1, Chapter 1, Administration; Chapter 2, Enforcement; Chapter 20, the Single Family Programs Umbrella Rule; Chapter 21, the Minimum Energy Efficiency Requirements for Single Family Construction Activities; Chapter 23, the Single Family HOME Program, (State HOME Rules); and Tex. Gov't Code §2306. Other federal and state regulations include but are not limited to: 24 CFR Part 58 for environmental requirements, 2 CFR Part 200 for Uniform Administrative Requirements, 24 CFR §135.38 for Section 3 requirements, 24 CFR Part 5, Subpart A for fair housing, (Federal HOME Rules), and for units of government, the Uniform Grant and Contract Management requirements as outlined in Chapter 783 in the Texas Local Government (UGMS or TxGMS, as applicable). Applicants must familiarize themselves with all of the applicable state and federal rules that govern the HOME Program.

d. Capitalized terms in this NOFA have the meanings defined herein, or as defined in State HOME Rules or the Federal HOME Rules.

e. If changes to the RSP are required during the RSP term due to required changes in Federal or State law, the Department may initiate an amendment process to ensure compliance.

2. **Source of Funds.** Funds totaling $20,437,314 are made available for single-family activities through the Department's 2023 annual HOME allocation from the U.S. Department of Housing and Urban Development (HUD). The Department, in its sole discretion, may also release unallocated HOME funds, deobligated funds, Program Income, and funds reallocated from undersubscribed set-asides, as allowable and available, under this NOFA. The Department, in its sole discretion, also reserves the right to cancel or modify the amount available in this NOFA.

3. **Eligible Activities.** The following activity types are eligible uses of HOME funds awarded under this NOFA:

   a. **Homeowner Reconstruction Assistance (HRA)**. HRA provides funds for the reconstruction or new construction of a single family residence owned and occupied by eligible low-income Households. Specific program guidelines can be found at 10 TAC Chapter 23, Single Family HOME Program, Subchapter C, Homeowner Reconstruction Assistance Program, §§23.30 - 23.32.

   b. **Tenant-Based Rental Assistance (TBRA)**. TBRA provides rental subsidies to eligible low-income Households. Assistance may include rental, security, and utility deposits. Specific program guidelines can be found at 10 TAC Chapter 23, Single Family HOME Program, Subchapter F, Tenant-Based Rental Assistance Program, §§23.50 - 23.52.

4. **Limitation on Funds.**
   a. Funds may not be used in a Participating Jurisdiction (PJ).

   b. Funding under this NOFA may be made available through the Reservation System to HOME Administrators with active RSP Agreements. Applications to request an RSP Agreement are accepted on an on-going basis. Applicants requesting an RSP Agreement must submit a completed application, required documentation, and associated application materials as detailed in the Application Submission Procedures Manual (ASPM).

   c. Each applicant that is granted HOME funds may also be eligible to receive funding for Administrative costs. Funds for Administrative costs cannot exceed 4% of the total project funds committed under the Reservation System, except for TBRA, which may allow up to 8% for administrative costs.

5. **Regional Allocation Formula.** In accordance with Tex. Gov't Code §2306.111(d), these funds are subject to the Regional Allocation Formula (RAF). Refer to Table 1: Regional Allocation for Homeowner Reconstruction Assistance (HRA) and Table 2: Regional Allocation for Tenant-Based Rental Assistance (TBRA); which will also be published on the Department's website at

http://www.tdhca.state.tx.us/home-division/applications.htm.

Table 1: Regional Allocation for Homeowner Reconstruction Assistance (HRA)			
Region	Urban Subregion	Rural Subregion	Total Available in Region
1	$119,955.08	$532,633.43	$650,797.61
2	$110,029.19	$440,665.88	$552,807.18
3	$1,868,689.33	$322,517.81	$2,034,082.05
4	$423,410.37	$698,951.64	$1,108,208.46
5	$199,428.37	$516,784.93	$729,498.71
6	$420,900.56	$270,607.03	$663,073.06
7	$1,093,031.31	$183,582.69	$1,124,765.06
8	$455,825.51	$374,663.24	$810,662.35
9	$343,347.69	$269,415.11	$575,916.89
10	$217,499.10	$409,799.89	$629,273.97
11	$288,315.64	$501,422.03	$810,541.08
12	$243,006.47	$459,158.41	$674,275.48
13	$241,063.34	$1,257,683.91	$1,379,078.09
Total	**$6,024,501.99**	**$6,237,886.01**	**$12,262,388 .00**

Table 2: Regional Allocation for Tenant Based Rental Assistance (TBRA)			
Region	Urban Subregion	Rural Subregion	Total Available in Region
1	$79,970.05	$355,088.94	435,058.99
2	$73,352.79	$293,777.24	367,130.03
3	$1,245,792.84	$215,011.86	1,460,804.70
4	$282,273.57	$465,967.74	748,241.31
5	$132,952.24	$344,523.27	477,475.51
6	$280,600.36	$180,404.68	461,005.04
7	$728,687.51	$122,388.45	851,075.96
8	$303,883.66	$249,775.48	553,659.15
9	$228,898.45	$179,610.07	408,508.52
10	$144,999.40	$273,199.92	418,199.31
11	$192,210.42	$334,281.34	526,491.76
12	$162,004.31	$306,105.60	468,109.91
13	$160,708.89	$838,455.90	999,164.79
Total	**$4,016,334.50**	**$4,158,590.50**	**$8,174,925.00**

6. Allocation of Funds.

a. Approximately $20,437,314 in funds are reserved for general set-aside activities through the HOME Reservation System in accordance with Section 4 of this NOFA, and subject to the RAF.

b. Funds will be available under each activity by Uniform State Service Region by sub-region (Rural and Urban) beginning on **Tuesday, December 5, 2023, at 10:00 a.m. Central time** until **Monday, January 15, 2024, at 5:00 p.m. Central time**.

c. Remaining funds available within each subregion will be combined and made available by region and activity beginning on **Tuesday, January 16, 2024, at 10:00 a.m. Central time**, until **Monday, February 26, 2024, at 5:00 p.m. Central time.**

d. Remaining funds available within each region will be combined and made available by activity, in any Uniform State Service Region, beginning on **Tuesday, February 27, 2024, at 10:00 a.m. Central time,** until **Monday, April 8, 2024, at 5:00 p.m. Central time**.

e. On **Tuesday, April 9, 2024, at 10:00 a.m. Central time,** any funds which have not been requested under 6(d) of this NOFA will be made available in the Reservation System for any General Set-Aside Activity in any Uniform State Service Region. Funds not reserved on or before **Monday, June 10, 2024, at 5:00 p.m. Central time** may be reprogrammed for use to other HOME activities.

f. Except as limited in this NOFA or by statute, the Department may reprogram funds at any time to the Reservation System, or to administer directly.

g. An alternative timeline and method of releasing funds may be implemented, at the Department's sole discretion. Subsequent changes to the timeline or method of release will be published on the Department's website. However, failure to do so will not invalidate reservations that are otherwise made in accordance with this NOFA.

h. Updated balances for the Reservation System may be accessed online at www.tdhca.state.tx.us/home-division/home-reservation-summary.htm. Reservations of funds may be submitted at any time during the term of a RSP Agreement, as long as funds are available in the Reservation System. Participation in the Reservation System is not a guarantee of funding availability.

7. Eligible and Ineligible Applicants.

a. Eligible Applicants include Units of General Local Government, Nonprofit Organizations, Public Housing Authorities, Local Mental Health Authorities, and Councils of Government.

b. Applicants are required to familiarize themselves with the Department's certification and debarment policies prior to application submission.

8. Application Submission.

a. The Department will accept applications for the Reservation System on an ongoing basis.

Applications for the Reservation System are to be submitted as an upload to the Department's FTP server in the format requirements detailed in the RSP ASPM.

b. Applicants must submit a completed Application, required documentation, and associated application materials, as described in this NOFA and as detailed in the RSP ASPM. All scanned copies must be scanned in accordance with the guidance provided in the RSP ASPM.

c. All Application materials including manuals, this NOFA, program guidelines, and applicable HOME rules are available on the Department's website at http://www.tdhca.state.tx.us/home-division/applications.htm. Applications will be required to adhere to the HOME Rule and threshold requirements in effect at the time of the Application submission. Applications must be on Application forms published online at the above reference site provided by the Department which cannot be altered or modified, and must be in final form before they are submitted to the Department.

d. This NOFA does not include text of the various applicable regulatory provisions that may be important to the HOME Program. For proper completion of the application, the Department strongly encourages potential Applicants to review the State and Federal regulations, and contact the HOME and Homelessness Programs Division for guidance and assistance.

9. Application Selection Process

a. Administrative deficiencies noted during the review of an Application shall be subject to the administrative deficiency process outlined in 10 TAC §23.24(c).

b. All Applicants will be subject to a Previous Participation Review by the Department as outlined in 10 TAC Chapter 1, Subchapter C.

c. Audit Requirements. All Applicants are subject to the requirements of 10 TAC §1.403, concerning Single Audits.

d. Pursuant to Tex. Gov't Code §2306.1112, the Executive Award and Review Advisory Committee will make recommendations to the Board regarding funding and allocation decisions.

10. Dispute Resolution/Appeal.

a. The Department encourages the use of alternative dispute resolution in accordance with Tex. Gov't Code §2306.082, and as described more fully in 10 TAC §1.17.

b. An Applicant may appeal decisions made by staff in accordance with 10 TAC §1.7.

For questions regarding this NOFA, please contact the Single Family and Homeless Programs Division via email at HOME@tdhca.state.tx.us.

CITY COMMISSION REGULAR MTG **(10) (a)**

Meeting Date: 03/06/2024

Consider and take action on the second reading of Ordinance 2024-04, amending the Texas City Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" and providing for publication and an effective date

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 the second reading of Ordinance 2024-04, amending the Texas City Code of Ordinances Title XV entitled "Land Usage", Chapter 160 entitled "Zoning" and providing for publication and an effective date.

BACKGROUND (Brief Summary)

Battery Electrical Storage Systems (BESS) are installations of large containers of batteries which are usually located close to an electrical power substation. The batteries charge during periods of low demand and then supplement the electric grid during periods of high demand. The installations are designed to provide approximately 2-hours of power to the grid. Locations close to an existing substation are essential for most of the projects. Texas City has two existing BESS installations at 505 34th Ave N and 430 SH 146 N, and a third approved adjacent to the SH 146 N location. All three locations are south of Palmer Hwy and in or near areas of existing industrial uses. In 2020 and 2021 respectively, these installations were found most comparable to the District F-1 Outdoor Industrial zoning classification. Since that time numerous additional applications have been received for sites located in various other zoning districts throughout the city, including several in close proximity to existing residential uses or zoning districts. Some of the proposed projects include energy generation as a component of the projects. During reviews of the various applications and presentations to the Planning Board and Zoning Commission, concerns were expressed regarding risk of battery fire, contamination from site runoff, contamination of air and water byproducts of fire surpression in the event of catastrophic failure, and the ultimate cost of decommissioning. The BESS installations are characterized by their developers as temporary installations. The review procedures of the District SP - Site Plan process were found to be the most thorough for evaluating the proposed projects in the various locations and zoning districts when presented. To provide for consistency and uniformity of review, the Planning Board and Zoning Commission are recommending District SP as the exclusive zoning classification for the BESS and similar projects. The recommendation includes criteria for review of applications as well as requirements and limitations for screening, setbacks, landscaping, maximum impervious area, and other provisions etc., to assist the Planning Board members, Zoning Commissioners and staff with consistent administration and application of the zoning and land use regulations to BESS and similar projects.

RECOMMENDATION

The Planning Board recommended approval of the proposed amendment to the zoning ordinance at its regular meeting on December 18, 2023. The Zoning Commission recommended approval of the proposed amendment to the zoning ordinance at its meeting on January 16, 2024.Staff recommend approval of the amendment to the zoning ordinance to make the Distrist SP Site Plan the exclusive zoning classification for BESS and similar projects.

Fiscal Impact

Attachments

Ordinance Amendment to District SP for BESS Projects

Staff memo - Ordinance Change for BESS Projects

Excerpt from 12-18-23 PB Meeting re Ordinance Change for BESS Projects

Excerpt from 01-16-24 ZC Meeting re Ordinance Change for BESS Projects

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ORDINANCE NO. 2024-_____

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS, TEXAS, AMENDING THE CODE OF ORDINANCES TITLE XV ENTITLED "LAND USAGE", CHAPTER 160 ENTITLED "ZONING" AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

WHEREAS, the City of Texas City, Texas, is authorized to regulate ordinances pursuant to the Texas Local Government Code;

WHEREAS, the City Commission of the city of Texas City, Texas, needs to amend the Code of Ordinance Title XV Entitled "Land Usage," Chapter 160 – Zoning to add a section for stationary battery energy storage systems (BESS) and similar uses;

WHEREAS, pursuant to TEX. LOCAL GOV'T. CODE § 211.001 *et seq*., the city of Texas City, Texas, is authorized to adopt zoning regulations for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance; and

WHEREAS, the City's Planning Board and Zoning Commission have reviewed and recommended the adoption of this ordinance at meetings held on December 18, 2023, and January 16, 2024, respectfully; and

WHEREAS, the City Commission determines that amending Title XV, Chapter 160, will promote the health, safety and welfare of the City;

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect the public health, safety, and quality of life. The City of Texas City's Code of Ordinances, Chapter 160 - Entitled "Zoning", Sec. 160.051. District S-P, Site Plan is amended to add the following:

Sec. 160.051 District S-P, Site Plan

(C) Uses.

(1) Uses; and reasons for classification. The following uses are included under District S-P due to the following reasons:

(b) Uses restricted to District S-P

(14) Battery storage energy sub-station (BESS) and similar projects.

a. Basic zoning district most closely comparable to this requested principal use is District F – Light Industrial. However, due to the unique characteristics of these projects, potential hazards, environmental concerns, and long-term impacts, the site-specific review required for District SP is warranted and required in all districts, including District F.

b. Location in, near, or adjacent to existing residential uses or districts is not favored. Applicant must establish a compelling need for the development and show that no other sites are available to meet the need.

c. Screening requirements – the BESS installations shall be fully screened from visibility on any and all gateway or thoroughfare and/or adjacent streets. Screening shall be 100% opaque, by barrier, wall or fence recommended by the Planning Board and with substantial landscaping of at least 15% or more as recommended by the Planning Board.

d. Installations shall be unmanned - onsite office or shop facilities are prohibited.

e. General requirements and rules:

i. At least 50% of the site shall be pervious. All pervious areas shall be landscaped and maintained to at least the standards required in the District IBD as a minimum. The Planning Board may recommend approval conditioned upon a site-specific higher standard.

ii. All driveways, driving areas, parking areas, laydown yards, and any area subject to vehicle movement shall be paved.

iii. Establish setbacks. 50ft minimum from any residential zone or use; 25ft minimum from all other lot lines. Additional setback requirements may be made by the Planning Board.

iv. Planning Board shall establish minimum and maximum area regulations per site.

v. Planning Board may establish a citywide metric for how many developments/how much capacity per population or energy usage (MWH).

vi. All electrical service to and from the site and on-site shall be underground.

vii. The proposed system shall be designed to maximize safety and eliminate thermal runaway events spreading beyond a single enclosure. At a minimum, the system shall be UL 9540A certified, shall have detectors for temperature, gases, and smoke installed, and shall be monitored 24/7 with system alerts to local officials, site and remote operators, and owners. Alerts shall trigger BESS unit shutdown and exhaust fan initiation at a minimum.

viii. 15ft minimum spacing between containers.

ix. Containment of runoff.

x. Applicants shall pay an Impact fee for public safety to be determined by the Fire Marshal based upon the size and number of units.

xi. Applicants shall provide Annual training to public safety officials satisfactory to the Fire Marshal, Fire Chief, Chief of Police, and Emergency Operations Manager.

xii. Inspection, testing, and operational certification of the exhaust system at least annually.

xiii. Decommissioning bond or other security required in an amount approved by the City Engineer on forms satisfactory to the City Attorney.

xiv. Applicants shall provide current contact information, operation experience, and record of fire incidents together for each of the following: the developer/operator, equipment manufacturer, Engineer, system operator, insurance, and on-site operations and maintenance.

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 21th day of February 2024.

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

ATTEST:

_____
Rhomari D. Leigh
City Secretary

PASSED ON SECOND READING this 6th day of March 2024.

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

ATTEST:

_____
Rhomari D. Leigh
City Secretary

PASSED AND FINALLY ADOPTED this 20th day of March 2024.

_____
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

CITY OF TEXAS CITY, TEXAS

ENGINEERING & PLANNING • OFFICE (409) 643-5936

Texas City
EST. 1911

Mayor:
Dedrick Johnson

Commissioners:
Thelma Bowie
Abel Garza Jr.
DeAndre' Knoxson
Felix Herrera
Dorthea Jones Pointer
Jami Clark

To: Planning Board

From: Kim Golden, P.E., Engineering & Planning

Cc: Doug Kneupper, P.E.

Date: December 11, 2023

Re: Proposed Change to Section 160.051 District S-P, Site Plan to add Battery Electrical Storage System (BESS) projects as a use restricted to District S-P only

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Background: Texas City has two existing BESS installations at 505 34th Ave N and 430 S.H. 146 N, and a third approved adjacent to the SH 146 N location. In 2020 and 2021, respectively, these installations were found most comparable to the District F-1 Outdoor Industrial zoning classification. Since that time numerous additional applications have been received for sites located in various other districts, including several in close proximity to existing residential uses or zoning districts. Some of the projects include energy generation as a component of the projects.

Due to the unique characteristics of these projects, potential hazards, environmental concerns and long-term impacts, the site-specific review required for District S-P is warranted and required in all districts, including District F. It is also the better process to provide for a thorough review by the Planning Board and Zoning Commission to make recommendations to the City Commission.

Staff recommends adding the attached additional subsection to the Texas City Code of Ordinances Section 160.051 District S-P, Site Plan.

Proposed amendment to Section 160.051 District S-P, Site Plan

Section 160.051 District S-P, Site Plan is amended to add the following:

(C) Uses

(1) Uses, reasons for classification.

(b) Uses restricted to District S-P

(14) Battery electricity storage system (BESS) projects with or without energy generation.

[a] District S-P shall be the only zoning designation which allows a principal or accessory use as a battery electrical storage system (BESS).

[b] The basic zoning district most closely comparable to the BESS principal use is District F-1 – Outdoor Industrial. However, due to the unique characteristics of these projects, potential hazards, environmental concerns and long-term impacts, the site-specific review required for District S-P is warranted and required in all districts, including District F.

[c] Location in, near or adjacent to existing residential uses or districts are not favored. Applicant must establish a compelling need for the development in Texas City, TX and show that no other sites are available to meet the need.

[d] Screening requirements – the BESS installations shall be fully screened from visibility on any and all gateway or thoroughfare and/or adjacent streets. Screening shall be 100% opaque, by barrier, wall or fence approved by the Planning Board and with substantial landscaping of at least 15% or more as recommended by the Planning Board.

[e] Installations shall be unmanned and fully enclosed with a fence of six (6) ft minimum height.

[f] Onsite office or shop facilities are prohibited within 50ft from any battery unit or component for the generation, distribution, or transfer of electrical or other power.

[g] At least 50% of the site shall be pervious. All pervious areas shall be landscaped and maintained to at least the standards required in the District IBD as a minimum. The Planning Board may recommend approval conditioned upon a site-specific higher standard.

[h] All driveways, driving areas, parking areas laydown yards and any area subject to vehicle movement shall be paved.

[i] Minimum setbacks shall be the greater of 12 feet or 1.5 times the height of the tallest container. The minimum setback from the boundary of a residential use or a residential zoning district shall be 50ft.

[j] There shall be no more than one BESS installation per substation unless the City Commission finds upon recommendation from the Planning Board that {1} a compelling need exists for additional installations, and {2} that the additional installation will directly benefit and improve the general health, safety and welfare of the City of Texas City, TX and its residents and citizens.

[k] All electrical service to and from the site and on site shall be underground.

[l] Applicable design standards - Proposed system shall be designed to maximize safety and eliminate thermal runaway event spreading beyond single enclosure. At minimum system shall be UL 9540A certified, shall have detectors for temperature, gases, smoke installed, shall be monitored 24/7 with

system alerts to local officials, site and remote operators, owners. Alerts shall trigger BESS unit shutdown and exhaust fan initiation at minimum. There shall be a minimum of 15ft spacing between containers. Site design shall include containment for potential runoff of contaminants.

[m] Impact fee – public safety

[n] Annual training – public safety

[o] Initial Inspection, testing and operational certification of exhaust system shall be required to obtain a certificate of occupancy, with annual re-inspection and certification required.

[p] Decommissioning bond required in an amount approved by the City Engineer which shall be not less than 125% nor more than 200% of an approved independent estimate. Decommissioning shall include the removal and proper disposal of all equipment, foundations and fencing, any and all contaminated soil and the restoration to pre-installation condition with positive drainage and established grass covering.

[q] Applicants shall provide and maintain current contact information, operational experience and record of fire incidents for each of the following: the developer/operator, equipment manufacturer, Engineer, system operator, insurance, and on-site operations and maintenance.

DRAFT

ITEM NO. 4 Consider and take action on the proposed change to Section 160.051 District "S-P" (Site Plan) to add Battery Electrical Storage System (BESS) projects as a use restricted to District "S-P" (Site Plan) only.

Ms. Golden stated the District S-P zoning classification is setup as a tool that can be used much like a special use district or a conditional use permit, but it also has a section that states these certain projects can only be in a S-P district. Staff is recommending is that the BESS projects be added to that list of things that must be handled as a District S-P.

Proposed amendment to Section 160.051 District S-P, Site Plan

Section 160.051 District S-P, Site Plan is amended to add the following:

(C)Uses

(1) Uses, reasons for classification.

(b) Uses restricted to District S-P

(14) Battery electricity storage system (BESS) projects with or without energy generation.

[a]District SP shall be the only zoning designation which allows a principal or accessory use as a battery electrical storage system (BESS).

[b]The basic zoning district most closely comparable to the BESS principal use is District F-1 – Outdoor Industrial. However, due to the unique characteristics of these projects, potential hazards, environmental concerns and long term impacts, the site specific review required for District SP is warranted and required in all districts, including District F.

[c]Location in, near or adjacent to existing residential uses or districts are not favored. Applicant must establish a compelling need for the development in Texas City, TX and show that no other sites are available to meet the need.

[d]Screening requirements – the BESS installations shall be fully screened from visibility on any and all gateway or thoroughfare and/or adjacent streets. Screening shall be 100% opaque, by barrier, wall or fence approved by the Planning Board and with substantial landscaping of at least 15% or more as recommended by the Planning Board.

[e]Installations shall be unmanned and fully enclosed with a fence of six (6) ft minimum height.

[f]Onsite office or shop facilities are prohibited within 50ft from any battery unit or component for the generation, distribution or transfer of electrical or other power.

[g]At least 50% of the site shall be pervious. All pervious areas shall be landscaped and maintained to at least the standards required in the District IBD as a minimum. The Planning Board may recommend approval conditioned upon a site specific higher standard

[h]All driveways, driving areas, parking areas laydown yards and any area subject to vehicle movement shall be paved.

[i]Minimum setbacks shall be the greater of 12 feet or 1.5 times the height of the tallest container. The minimum setback from the boundary of a residential use or a residential zoning district shall be 50ft.

[j]There shall be no more than one BESS installation per substation unless the City Commission finds upon recommendation from the Planning Board that {1} a compelling need exists for

additional installations, and (2} that the additional installation will directly benefit and improve the general health, safety and welfare of the City of Texas City, TX and its residents and citizens.

[k]All electrical service to and from the site and on site shall be underground.

[l]Applicable design standards - Proposed system shall be designed to maximize safety and eliminate thermal runaway event spreading beyond single enclosure. At minimum system shall be UL 9540A certified, shall have detectors for temperature, gases, smoke installed, shall be monitored 24/7 with system alerts to local officials, site and remote operators, owners. Alerts shall trigger BESS unit shutdown and exhaust fan initiation at minimum. There shall be a minimum of 15ft spacing between containers. Site design shall include containment for potential runoff of contaminants.

[m] Impact fee – public safety

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[o] Initial Inspection, testing and operational certification of exhaust system shall be required to obtain a certificate of occupancy, with annual re-inspection and certification required.

[p]Decommissioning bond required in an amount approved by the City Engineer which shall be not less than 125% nor more than 200% of an approved independent estimate. Decommissioning shall include the removal and proper disposal of all equipment, foundations and fencing, any and all contaminated soil and the restoration to pre-installation condition with positive drainage and established grass covering.

[q] Applicants shall provide and maintain current contact information, operational experience and record of fire incidents for each of the following: the developer/operator, equipment manufacturer, Engineer, system operator, insurance, and on-site operations and maintenance.

This isn't the only BESS project that has come to Texas City, but staff have learned a lot by researching these types of projects. They have multiple applications for different locations throughout the city and as a planning mechanism District S-P is the best tool for the City of Texas City to look at all the considerations for all of these projects wherever they are coming from and wherever they are proposed to be put in the city. Again, staff have done their research and there are a number of provisions that staff are recommending.

Chairman Campbell asked if this is another item that the Planning Board will recommend to the Zoning Commission to which Ms. Golden replied yes.

Chairman Campbell asked if this keeps them from "tying any of their hands" to any location at all to which Ms. Golden replied yes. He questioned if it gives them the opportunity to use the BESS in the Site Plan. Ms. Golden replied that it is saying that BESS projects must be handled as S-P and will also include a number of specific considerations.

Mr. Owens asked Ms. Golden and Chairman Campbell to look at Item P regarding the decommissioning bond and asked how do they keep that – does someone pay an annual premium or a D-note? Chairman Campbell replied he is not sure exactly how the Finance Director handles that with staff, but someone can just buy a bond one time if you are buying an insurance policy. Mr. Owens just wanted to verify that it doesn't have to be funded year after year. Chairman Campbell replied he would assume that they would want their money up front. He added that the bonding company (surety) would weight the project for risk, look at the financials of the applicant and the risk of the project, and then they will set a fee for that.

Mr. Dahm stated that one thing to keep in mind is that on solar projects the decommissioning bonds generally start about 12 – 15 years into the project because there is a long service life.

The thought being you don't need the bond up front because it's going to be running for a long time and it's hard to project something 20 – 30 years down the road than 10 years down the road.

Ms. Golden added that that provision for a decommissioning bond is the specific recommendation from the city attorney, based upon his experience with these projects in other cities.

Chairman Campbell asked if there was anything else to discuss. There was none.

A motion was made by Alternate Jose Boix/Alternate Aric Owens to approve the additional subsection to the Texas City Code of Ordinances Section 160.051 District S-P, Site Plan. All other members present voted aye.

An excerpt from the 01/16/2024 Zoning Commission meeting minutes

1) Consider and take action on the proposed change to Section 160.051 District "S-P" (Site Plan) to add Battery Electrical Storage System (BESS) and similar projects as a use restricted to District "S-P" (Site Plan) only.

Ms. Golden stated that under Texas City's zoning ordinance, the way that the text in the zoning ordinance gets changed is a proposed change has to go through the Zoning Commission to make a recommendation to City Commission to change the text. This recommendation is to change the text of the section that is District S-P (Site Plan).

Currently, the District S-P is similar to a multi-tool. It does several things that other cities use as separate tools. District S-P can be used permissively as a zoning tool similar to a special use or conditional use permit. There are also a number of uses that Texas City has mandated must be rezoned into a District S-P, meaning that it has to go through the planning process, the zoning change and ultimately to City Commission.

Staff is recommending that the Battery Energy Storage System (BESS) and similar projects, which are currently being handled under District S-P, be made a requirement to go through the S-P process. Staff are recommending this change because when the first applications were received, the proposed sites were in or adjacent to Texas City's District F (Light Industrial) or District F-1 (Outdoor Commercial).

Texas City is now receiving numerous applications for other locations in the city because the BESS projects must be located near a substation or close to a transmission line.

Experience with the applications shows that each one needs to go through this full planning process so that everything can be reviewed because it has a potential impact on the surrounding areas. Since this is being done as a practice, staff are recommending this be codified so that applicants know the required process from the beginning.

The Planning Board reviewed and recommended the change at its regular meeting on December 18, 2023. The Zoning Commission is now going to consider it and make a recommendation to City Commission. City Commission will make the change or tell us that they need to consider it some more.

Staff is recommending this amendment to the District S-P.

Chairman O'Brien asked if historically District S-P has been a catch-all, to which Ms. Golden replied yes. He then asked if typically, could this type of request go into District S-P so that staff can review the detail of it in individual places, to which Ms. Golden stated that is correct. Ms. Golden added that there are already 14 specific types of projects that have to go through the District S-P, such as cell towers, RV parks, hotels, daycare centers, personal care facilities, and things that have special consideration about them. This would now be number 14 of that specific list that has to go through this process.

Chairman O'Brien then asked if this development has to leave after say 30 years, what does that revert back to. Ms. Golden replied that one of the things staff is recommending as a condition to be considered in the District S-P review is a decommissioning bond. In the context of coming up with that bond the applicant would need to have a plan for the installation when it becomes obsolete.

Chairman O'Brien asked again if the zoning would revert back or would it remain as District S-P. Ms. Golden replied that staff has not thought that far, but that it would probably remain the same

until someone brought it back through the process for another use at the site. Unless it was exactly the same type of project, it would have to go through the rezoning process, which would be appropriate.

Chairmen O'Brien asked what Ms. Golden wanted from the Zoning Commission at this meeting to which she replied that they make a recommendation to change or not change the proposed text of the ordinance.

Mr. Owens stated that he does not understand enough about decommissioning and bonds and asked if 125% or 200% of today's number in a bond is going to be enough for cleanup. He also asked how long a bond lasts and who pays the premium for that. If the insurance does not get paid, who is responsible if we don't require them to pledge that in advance as prepaid. He added that if they are throwing the language in there it seems that they may want to be tied up pretty well in that requirement. He is just not sure we are requiring enough.

Ms. Golden replied that if they want to recommend that kind of specificity to City Commission it will be the first time it is done in Texas City because the other places where we have bond requirements, such as surety bonds, it states that the amount will be determined by the city. The decommissioning bond works just like a surety bond. The details on how to do this are usually left to the administration. The city attorney would probably come up with forms, which is what they've done before. As she understands it, they can either do the kind where payments are made once a year or an upfront payment that is there forever. The difference between 125% and 200% is basically setting limits. The amount could be estimated in today's dollars. She is not sure that the contemplation will be full coverage or something reasonable so if the city is left cleaning up the site, they have something to work with. She added that they don't want to be so conservative in that basically you can't do business.

She reminded everyone that this is a recommendation directly from the city attorney to have that provision in there because of work he's done with other cities.

Mr. Owens stated these might be projects the city does not want to partner with. Ms. Golden replied if it is questionable then that would be evaluated.

Chairman O'Brien stated he thought these were good questions. He knows that these types of developments are compartmentalized, there are containers, and it's not like it's producing a product that's going to be all over the ground. There is always going to be a fire risk and there are about 5 different fire prevention pieces for those. Sure, 20 years from now there will be upgrades and improvements, but he thinks it is important to have the decommissioning bond in there.

Chairman O'Brien asked if there were any more comments or questions. Ms. Golden replied that staff recommends adding the proposed changes to the Texas City Code of Ordinances Section 160.051 District S-P, Site Plan.

After presentation, a motion was made by Aric Owens/Fernando Tello to recommend the proposed change to Section 160.051 District S-P, Site Plan to add Battery Electrical Storage System (BESS) and similar projects as a use restricted to District S-P only. All other members present voted aye.

CITY COMMISSION REGULAR MTG **(10) (b)**

Meeting Date: 03/06/2024

Contract for Engineering and Roadway Design Services for Holland Road East Extension at I-45 Gulf Freeway

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Resolution to Approve a Contract for Engineering and Roadway Design Services for Holland Road East Extension at I-45 Gulf Freeway

BACKGROUND (Brief Summary)

The TxDOT I-45 Gulf Freeway project does not include the construction of an east approach for Holland Rd. Several neighborhoods are in various stages of planning and development east of I-45. The developments include Beacon Point at Lago Mar which has an approved master plan to develop 756 lots on 272.9 acres; and Lago Mar East which is seeking approval of a master plan to develop 1,976 residential lots and approximately 65 acres of commercial reserves on 1,167.0 acres. Based upon these developments, TxDOT has agreed to construct an east approach for Holland Rd in TxDOT right of way through change order into the Gulf Freeway project, subject to Texas City providing the necessary construction drawings.

Staff recommend engaging Quiddity Engineers to prepare the construction drawings required by TxDOT to add the east approach for Holland Rd to the Gulf Freeway project. Quiddity is familiar with the TxDOT design standards and its approval processes. The scope of the project includes modification of detention ponds, roadway and traffic signal design and modifications. Quiddity has submitted a cost proposal to provide the necessary engineering and design services to prepare and submit and facilitate through approval the necessary construction drawings. The cost proposal has a not-to-exceed maximum of $185,000.

The project is to be funded from the Texas City Economic Development Corporation Fund Balance Fund 801.

RECOMMENDATION

Staff recommend approval of the proposal for engagement of Quiddity Engineers to provide the engineering and design services to prepare, submit and facilitate the approval of the construction drawings required by TxDOT to add the construction of an east approach for Holland Rd to TxDOT's Gulf Freeway project.

Fiscal Impact

Attachments

Holland Road Change Order Proposal 2024-02-13

QUIDDITY

6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

February 13, 2024

Ms. Kim Golden
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

Re: Proposal for Holland Road Eastern Extension – Design (Phase 2)

Dear Ms. Golden:

We appreciate the opportunity to assist the City of Texas City with the development of Holland Road east of IH-45 and are pleased to present this proposal.

Scope of Work (Phase 2)

Quiddity Engineering, LLC (Quiddity) will prepare plans in Texas Department of Transportation (TxDOT) format and calculate quantities for a change order to the IH-45 construction contract (CSJ: 0500-04-106), to convert the current Holland Road T-intersection design at the Northbound Frontage Road to a four-legged intersection design, to extend Holland Road east to the TxDOT right-of-way, approximately 800 feet, and to coordinate with TxDOT for redesign of the detention pond to reclaim the roadway corridor.

Quiddity will prepare plans or revise plan sheets (totaling approximately 40 sheets) using TxDOT provided base mapping, digital terrain models, and plan sheets as appropriate. Quiddity will not perform topographic or boundary survey but will rely upon the accuracy of TxDOT's files. TxDOT will also prepare the revised sheets for the detention pond to be incorporated in the change order set.

Quiddity will provide project management and coordination services; and will attend meetings as required to ensure timely and successful completion of the plans.

Estimated Fee and Schedule (Phase 2)

Quiddity proposes to perform these services on a time and material basis, with a budget not to exceed $185,000. We will bill in accordance with the enclosed rate schedules. We estimate completion of the plans within 90 days following receipt of TxDOT's files. Quiddity's standard General Conditions of Agreement are enclosed and upon execution of this letter proposal are made part of this contract for professional engineering services.

We thank you for this opportunity, and please invite you to reach out should you have any questions or require additional information.

Sincerely,



Donald M. Durgin, PE
Transportation Practice Manager

DD
K:\10245\Client Management\League City Holland Road CO Design 2024-02-13\Letterhead_Houston_Quiddity (2).docx
Enclosures

APPROVED BY:

_____
Signature

_____
Name and Title (Printed)

_____
Date

QUIDDITY

SCHEDULE OF HOURLY RATES

Effective August 1, 2022

ENGINEERING PERSONNEL	
Design Engineer I	$125
Design Engineer II	$145
Professional Engineer I	$170
Professional Engineer II	$195
Professional Engineer III	$225
Professional Engineer IV	$255
Professional Engineer V	$275
Practice Leader	$295

ELECTRICAL ENGINEERING PERSONNEL	
Electrical Design Engineer I	$135
Electrical Design Engineer II	$155
Electrical Professional Engineer I	$185
Electrical Professional Engineer II	$210
Electrical Professional Engineer III	$240
Electrical Professional Engineer IV	$270
Electrical Professional Engineer V	$295

CONSTRUCTION PERSONNEL (Includes Mileage)	
Construction Manager I	$125
Construction Manager II	$145
Construction Manager III	$170
Construction Manager IV	$190
Construction Manager V	$230
Field Project Representative I	$ 80
Field Project Representative II	$100
Field Project Representative III	$120
Specialist Field Project Representative I	$135
Specialist Field Project Representative II	$145
Senior Specialist Field Project Representative	$160

SPECIALIST	
Specialist I	$115
Specialist II	$145
Specialist III	$215
Specialist IV	$250

PLANNING PERSONNEL	
Planner I	$105
Planner II	$145
Planner III	$175
Planner Manager	$250

DESIGNERS/DRAFTING PERSONNEL	
CAD I	$ 80
CAD II	$100
CAD III	$120
Designer I	$130
Designer II	$150
Designer III	$170
GIS I	$ 95
GIS II	$130
GIS III	$160
GIS IV	$220

SURVEYING PERSONNEL	
1-Person Field Crew	$145
2-Person Field Crew	$195
3-Person Field Crew	$240
4-Person Field Crew	$270
Survey Technician I	$100
Survey Technician II	$110
Project Surveyor I	$105
Project Surveyor II	$125
Project Surveyor III	$145
Project Surveyor IV	$175
Chief of Survey Crews	$150
Certified Photogrammetrist	$175
Remote Pilot I	$ 95
Remote Pilot II	$130
Remote Pilot III	$170
Visual Observer	$ 95
LiDAR Tech	$105
Aerial Tech	$ 90
Registered Professional Land Surveyor	$195
Survey Manager	$225

OFFICE PERSONNEL	
Engineer's Assistant I	$ 75
Engineer's Assistant II	$ 85
Engineer's Assistant III	$ 95
Admin I	$ 75
Admin II	$ 95
Admin III	$125
Accounting Manager	$130
Corporate/Project Accountant	$110

QUIDDITY

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019

Subject to Annual Revision

1. Reproduction performed in office

Size	Black & White	Color
8½ x 11 (single-sided)	$0.05/page	$ .50/page
8½ x 11 (double-sided)	$0.15/page	$ 1.00/page
8½ x 14	$0.15/page	$ .75/page
11 x 17	$0.20/page	$ 1.00/page

Large Document Prints/Plots	Black & White	Color
Bond	$0.20/sq ft	$ 1.00/sq ft
Photographic Bond	$4.00/sq ft	$ 5.00/sq ft
Mylar (4 mil)	$2.00/sq ft	N/A

Aerial Backgrounds	
All sizes	$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
   a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
   b. Special Rental Equipment: Cost, plus 10%
   c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
   d. Iron Rods and Pipes: Cost, plus 10%
   e. All-Terrain Vehicle (ATV): $150/day
   f. Overnight Stays: $190/night
   g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
   h. Sales Tax: To be paid on boundary-related services.
   i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Final 2022
Standard

GENERAL CONDITIONS OF AGREEMENT
QUIDDITY ENGINEERING, LLC

PROCEEDING WITH SERVICES

These General Conditions of Agreement are a part of the Agreement for Professional Services (Agreement) between CLIENT and Quiddity Engineering, LLC (ENGINEER). CLIENT agrees that these General Conditions of Agreement shall be binding upon CLIENT when CLIENT requests that ENGINEER proceed with ENGINEER's services described in the proposed Agreement that they accompany. Signing of the Agreement or requesting that ENGINEER proceed with services shall be CLIENT's authorization for ENGINEER to proceed unless stated otherwise in the Agreement.

STANDARD OF CARE

ENGINEER's services performed under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same discipline, locality, conditions and circumstances as ENGINEER. ENGINEER makes no representations or warranties, express or implied, with respect to this Agreement, its performance or in any report, opinion or Document, as defined below, prepared by ENGINEER.

PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay ENGINEER for services performed and reimbursable expenses incurred in accordance with ENGINEER's then-current rate schedule and direct expense reimbursement policy. Invoices shall be submitted by ENGINEER on a monthly basis, and the full amount shall be due and payable to ENGINEER upon receipt. If the CLIENT disputes any portion of an invoice, the CLIENT shall notify ENGINEER in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. The CLIENT shall pay any excise, VAT, gross receipts, or sales tax imposed upon ENGINEER's services.

The CLIENT shall pay ENGINEER the lesser of the highest non-usurious interest rate or 0.75% per month on the due but unpaid balance owed ENGINEER beginning thirty (30) days from receipt of the respective invoices. Payment thereafter shall be first applied to accrued interest and then to principal.

CLIENT INFORMATION

ENGINEER shall be entitled to rely upon the completeness and accuracy of information supplied by or through CLIENT.

Ownership of Documents

Engineer Owns - All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the Project and ENGINEER shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by ENGINEER for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to ENGINEER, and the CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by ENGINEER represent its judgment as a design professional familiar with the construction industry. The CLIENT recognizes, however, that ENGINEER has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining prices; or over competitive bidding or market conditions. Accordingly, ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or any cost estimates prepared by ENGINEER.

CONSTRUCTION PHASE SERVICES

When providing any services during the construction phase, ENGINEER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's Work, nor shall it be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Documents.

INSURANCE

ENGINEER agrees to maintain: Workers' Compensation Insurance to cover all of its personnel engaged in performing services for the CLIENT under this Agreement; Commercial General Liability and Automobile Insurance; and Professional Liability Insurance. Certificates of insurance are available upon request.

CONSEQUENTIAL DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF THE PROJECT AND LOSS OF PROFIT, INCURRED BY EITHER PARTY ALLEGEDLY DUE TO THE FAULT OF THE OTHER REGARDLESS OF THE NATURE OF THE FAULT.

LIMITATION OF LIABILITY

Limitation of Liability

Fee Limit -

The CLIENT and ENGINEER, having balanced their respective risks and rewards to be realized under this Agreement, agree that the total liability of ENGINEER to CLIENT for any Loss, as defined below, whether arising under this Agreement, any services provided or the project shall not exceed in the aggregate the total professional fee paid to ENGINEER. The CLIENT waives any and all Loss and claims for Loss against ENGINEER in excess of such limitation. CLIENT further waives all claims for Loss against the individual owners, shareholders, or employees

of ENGINEER and shall look solely to ENGINEER for satisfaction of any such claims of Loss.

INDEMNIFICATION

THE CLIENT AND ENGINEER INTEND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OF THE TERMS OF THIS AGREEMENT AND ANY OF ITS CONSTITUENT PARTS THAT REQUIRE CLIENT TO INDEMNIFY, DEFEND, HOLD HARMLESS OR RELEASE ENGINEER OR THAT WAIVE ANY CLAIMS OR DAMAGES AGAINST ANY ANOTHER PARTY SHALL BE ENFORCED REGARDLESS OF WHETHER ANY SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, BY ANY NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF ANY OTHER DUTY OR OBLIGATION OF THE PARTY INDEMNIFIED, DEFENDED, HELD HARMLESS OR RELEASED OR OF ANY PARTY AGAINST WHOM SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE WAIVED. ANY SUCH INDEMNITY, DEFENSE, HOLD HARMLESS, RELEASE OBLIGATIONS OR WAIVER PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

TERMINATION

Either party may terminate this AGREEMENT with or without cause at any time prior to completion of ENGINEER's services upon seven (7) days' written notice to the other party at the addresses of record. The CLIENT shall pay ENGINEER for all serves performed and reimbursable expenses incurred through the date of termination.

ADDITIONAL TERMS

Neither party may assign, sublet, or transfer this Agreement or their interest in this Agreement without the prior written consent of the other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the CLIENT or ENGINEER.

In the event any one or more provisions of this Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of this Agreement or the application of such provisions to other persons or circumstances, and the balance of this Agreement shall be enforced to the greatest extent permitted by law.

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any dispute between the parties concerning the Agreement, its interpretation or performance, or the project shall be in a district court in Harris County, Texas.

PENTABLE: $PENTBL$$

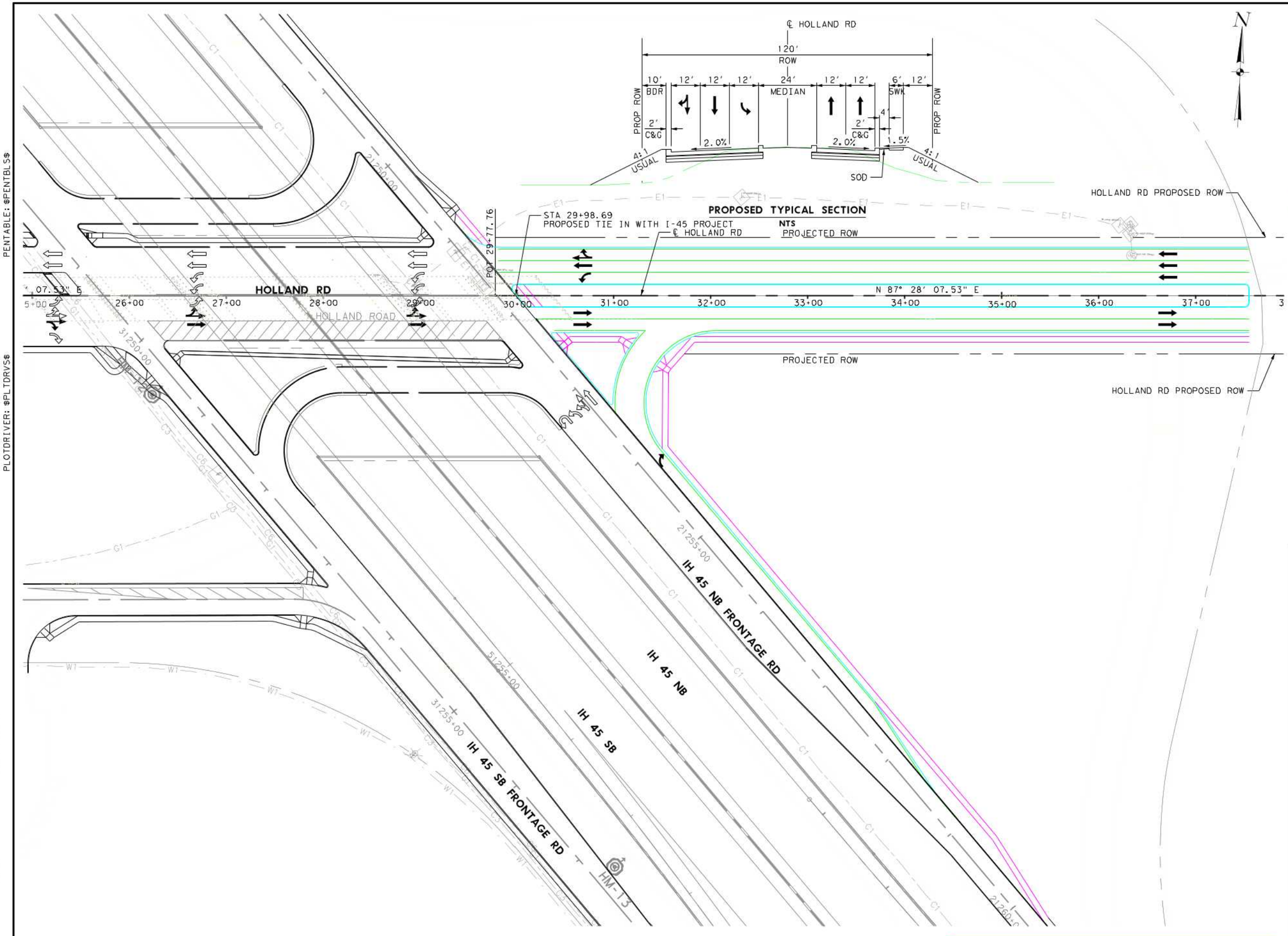
PLOTDRIVER: $PLTDRV$$

USER: $USER$$

$TIME$$

DATE: $DATE$$

FILE: $FILES$$



NO.	DATE	REVISION	APPROVED

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER:
QUIDDITY ENGINEERING, LLC
GIOVANNI PUCCINI, P.E.
TEXAS REGISTRATION NO. 90714

EXHIBIT 5

Texas City EST. 1911

Texas Department of Transportation
©2022

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
4350 Lockhill Selma Road, Suite 100 • San Antonio, Texas 78249 • 210.494.5511

HOLLAND RD CONCEPTUAL LAYOUT

SHEET 1 OF 1

DRAWN	FED.RD. DIV.NO.	STATE PROJECT NUMBER		HIGHWAY NO.
DESIGNED				
CHECKED	STATE	DIST.	COUNTY	SHEET NO.
APPROVED	TEXAS	HOUSTON	GALVESTON	1
	CONT.	SECT.	JOB	

PRELIMINARY

THIS PRINT IS FURNISHED FOR INFORMATION ONLY. THE PLAN INFORMATION OR OTHER DATA SHOWN HEREON IS SUBJECT TO CHANGE AND MUST NOT BE CONSTRUED AS FINAL.

CITY COMMISSION REGULAR MTG **(10) (c)**

Meeting Date: 03/06/2024

Award Bid to B&D Contractors Inc., for the Community Plaza Project

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

Information

ACTION REQUEST

Award Bid to B&D Contractors Inc., for the construction of the Community Park Plaza Project.

BACKGROUND (Brief Summary)

Bids for the Community Plaza Project on 6th Street were opened and read aloud on Thursday, February 22nd. A total of five (5) bids were received at that time as outlined in the attached bid summary. The low qualified bidder is B&D Contractors, Inc., with a total base bid amount of $6,836,033.38.

The project is in-line with the Texas City Economic Development Corporation's Strategic Plan, Pathways to Prosperity, to bring more activity and programming to the 6th Street Historic District. The Community Plaza will include but not be limited to the following amenities:

Amphitheater
Water Feature
Activity Mound
Playground
Pavilion
Restrooms
Spray Ground
Dog Splash Pad
Artificial Turf
Additional Parking
Fencing
Landscaping
Decorative Lighting
Food Truck Area

A total of $6,600,000 is budgeted in the Texas City Economic Development Corporations Budget 801-55050 for the project. Approximately $50,000 out of the line item has already been expended and/or is in the process of being spent to make the site ready prior to construction of the project for relocation of overhead utilities (electric, cable, phone) and underground utilities (electrical & phone) required to be relocated prior to project commencement.

Thus, leaving a balance of $6,550,000 for the project. Based on the amount available, staff recommends a budget amendment in the amount of $500,000 to the project budget from the Texas City Economic Development Corporations Fund Balance to cover the cost of the project and any change orders that might occur.

RECOMMENDATION

It is the recommendation of the Economic Development Department Staff and the Public Works Staff (Project Management) to award the bid to B&D Contractors Inc., and authorize Chairman Ciavaglia of the Economic Development Corporation to enter into a contract for the construction of the Community Plaza Project. It is further recommended that Chairman Ciavaglia be authorized to approve all necessary Change Orders to facilitate the project.

Fiscal Impact

Attachments

Bid Recommendation Letter

Bid Tabulation

Master Plan

CLARK CONDON

10401 STELLA LINK ROAD
HOUSTON, TEXAS 77025

phone 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

February 28, 2024

Jon Branson
Director of Management Services
City of Texas City EDC
1801 9th Ave. North
Texas City, TX 77590

RE: Texas City – Community Plaza
CCA Project No. 121-147

Dear Jon,

The City of Texas City in cooperation with the Economic Development Corporation solicited bids publicly for the Texas City Community Plaza on February 22, 2024. Five bids were received. Four of the five bids were below the Landscape Architects construction cost estimates.

After evaluation of the bid proposal one bid was disqualified based on being incomplete and not supplying all requested bid requirements. As a result, B&D Contractors, Inc. has submitted a low qualified bid in the amount of $6,836,033.38. It is our recommendation that B&D Contractors, Inc. be awarded the contract in the above for mentioned dollar amount and be authorized to perform this work.

Please find enclosed a copy of the bid tab dated February 22, 2024. Should you have any questions, please contact me.

Sincerely,

Jason Miller, PLA, LEED AP
Operations Principal

Bid Tab
Texas City Community Plaza Project
Texas City Economic Development Corporation
BID NO: 2024-449
Bid Opening – February 22, 2024, 2:00 P.M.
7800 Emmett F. Lowry Expressway, Texas City, Texas 77591

Bids listed in the order they were opened and read aloud

Bidder	Bid Bond	Acknowledge Addendums	Total Base Bid
B& D Contractors Inc.	Yes	Yes	$6,836,033.38
DL Meacham LP	Yes	Yes	$6,972,309.34
Millis Development and Construction, LLC	Yes	Yes	$6,835,229.66
Texas Wall Systems, LLC dba TWL. LLC	Yes	Yes	$9,795,795.00
Commercial Construction* and Maintenance Inc.	Yes	No *	$6,192,846.35

*Denotes did not include Section 00300 Bid Proposal, which includes agreement of pricing for sixty (60) days and will enter into agreement and acknowledges addendums 1-4.

PARK PLAN

FOOD TRUCK PARK

This layout takes a formal approach to provide structure and hierarchy to the high-use areas of the park. The use of multi-functional spaces yields the capacity for a large amount of program within a small footprint. This version also provides a minimal amount of on-site parking along 7th Avenue.

LEGEND

1. PARKING LOT
2. ALLEY
3. ENHANCED MEDIAN
4. ON-STREET PARKING
5. PAVILLION
6. PLAYGROUND
7. AMPHITHEATER
8. WATER FEATURE
9. ACTIVITY LAWN
10. ACTIVITY MOUND
11. EXISTING TREES
12. SHADE TREES TYP
13. ORNAMENTAL TREES TYP
14. SHRUBS + GROUNDCOVER TYP
15. EXISTING ON-STREET PARKING
16. SHADE STRUCTURE
17. DOG PARK
18. PROPOSED FENCE
19. ARTIFICIAL TURF
20. DOG SPLASH PAD
21. POTENTIAL ROAD CLOSURE



CITY COMMISSION REGULAR MTG **(10) (d)**

Meeting Date: 03/06/2024

Budget amendment to fund engineering services for the Holland Road Extension Project.

Submitted For: Ryan McClellen, Finance **Submitted By:** Ryan McClellen, Finance

Department: Finance

Information

ACTION REQUEST

Consideration of a budget amendment to fund engineering services for the Holland Road Extension Project.

BACKGROUND (Brief Summary)

The TxDOT I-45 Gulf Freeway project does not include the construction of an east approach for Holland Rd. Several neighborhoods are in various stages of planning and development east of I-45. The developments include Beacon Point at Lago Mar which has an approved main plan to develop 756 lots on 272.9 acres; and Lago Mar East which is seeking approval of a master plan to develop 1,976 residential lots and approximately 65 acres of commercial reserves on 1,167.0 acres. Based upon these developments, TxDOT has agreed to contract and construct an east approach for Holland Road in TxDOT's right of way through a Change Order into the Gulf Freeway project, subject to Texas City providing the necessary design services and construction drawings.

Staff recommends engaging Quiddity Engineers to prepare the construction drawings required by TxDOT to add the east approach for Holland Road to the Gulf Freeway project. Quiddity is familiar with the TxDOT design standards and its approval processes. The scope of the project includes modification of detention ponds, roadway and traffic signal design and modifications. Quiddity has submitted a cost proposal to provide the necessary engineering and design services to prepare and submit and facilitate through approval the necessary construction drawings. The cost proposal has a not-to-exceed maximum of $185,000.

In order to fund this project, it is recommended to do a budget amendment from the Fund Balance from the Texas City Economic Development Corporation to Planning and Engineering in the amount of $185,000. Fund 801.

RECOMMENDATION

The TxDOT I-45 Gulf Freeway project does not include the construction of an east approach for Holland Rd. Several neighborhoods are in various stages of planning and development east of I-45. The developments include Beacon Point at Lago Mar which has an approved main plan to develop 756 lots on 272.9 acres; and Lago Mar East which is seeking approval of a master plan to develop 1,976 residential lots and approximately 65 acres of commercial reserves on 1,167.0 acres. Based upon these developments, TxDOT has agreed to contract and construct an east approach for Holland Road in TxDOT's right of way through a Change Order into the Gulf Freeway project, subject to Texas City providing the necessary design services and construction drawings.

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In order to fund this project, it is recommended to do a budget amendment from the Fund Balance from the Texas City Economic Development Corporation to Planning and Engineering in the amount of $185,000. Fund 801.

Fiscal Impact

CITY COMMISSION REGULAR MTG **(10) (e)**

Meeting Date: 03/06/2024

Budget amendment for additional professional GIS services

Submitted For: Ryan McClellen, Finance **Submitted By:** Ryan McClellen, Finance

Department: Finance

Information

ACTION REQUEST

Consideration of a budget amendment for additional professional GIS services

BACKGROUND (Brief Summary)

Request for additional GIS consulting services to assist the Engineering & Planning Department develop (1) an interactive address map and assigning process, and (2) an interactive floodplain and repetitive loss map in the city's GIS database. The cost of this proposal is $35,426.

RECOMMENDATION

Finance department recommends budget amendment of $35,426 from Undesignated Fund Balance (101) to Professional Fees (101104-53680).

Fiscal Impact

Attachments

B&W proposal

BAXTER & WOODMAN
Consulting Engineers

11450 Compaq Center W Dr., Suite 660, Houston, TX 77070 • baxterwoodman.com

December 15, 2023

Kimberly O. Golden, P.E.
Engineering & Planning
City Engineer, Director
City of Texas City
7800 Emmett F. Lowry Expy
Texas City, TX 77591

Subject: City of Texas City – Additional Planning Services

Dear Ms. Golden,

The City of Texas City would like to build on its GIS Implementation Services & ArcGIS Deployment contract by adding two additional planning services:

- An interactive map depicting the Galveston County floodplain overlayed onto Texas City boundaries. Federal Emergency Management Agency (FEMA) flood claims will then be mapped to highlight areas in the city with the highest concentration of repetitive and severely repetitive property loss.

- A revision to the existing address-assigning process that will include an interactive map and a redesigned process of assigning addresses to new and existing city residents.

By creating these two additional tools within the City's ArcGIS Online ecosystem, city staff should see their address assigning workflows improve and have an increased ability to efficiently respond to flooding concerns.

These two tools will be hosted on the City's ArcGIS Online Portal and will be available to those within the city with viewer licenses or above. There are no intentions of going public with either of the tools.

BAXTER & WOODMAN
Consulting Engineers

SCOPE OF SERVICES

Project Understanding

The City of Texas City Additional Planning Services contract will encompass two projects:

- An interactive map depicting the Galveston County floodplain overlayed onto Texas City boundaries. Federal Emergency Management Agency (FEMA) flood claims will then be mapped to highlight areas in the city with the highest concentration of repetitive and severely repetitive property loss.

- A revision to the existing address-assigning process will include an interactive map and a redesigned process of assigning addresses to new and existing city residents.

As an extension of the Texas City Geographic Information System (GIS) Implementation project, much of the data and branding guidelines decided upon as a part of the Request for Information (RFI) will be carried over to the additional services contract.

1. Pre-Planning and Coordination

a. *Request for Information and Project Schedule*- A request for information (RFI) spreadsheet will summarize data types and formats required for the project. A Sharepoint link will be provided to enable the City to upload the data. A draft project schedule will be provided to City staff that will summarize project phasing, sequencing of meetings, and the delivery dates of key project deliverables and City review comments.

b. *Progress Reports and Invoicing*- Monthly progress reports will be submitted to the City's Program Administrator. Reports will consist of a few sentences outlining progress as well as an accompanying invoice for said month.

c. *Kick-off Meeting*- A virtual meeting will be conducted with City staff to discuss overall project logistics, confirm pre-planning assumptions, and deliverables.

Meetings: A) Virtual Kick-off Meeting

Deliverables: A) Request for Information (RFI); B) Project Schedule; C) Meeting Agenda and Minutes

Services provided by the City: Review and provide data requested in the RFI

2. Understanding and Brainstorming

a. *Virtual Process Understanding and Brainstorming Meeting* - A virtual meeting of the Planning and Permitting Departments will be held with members (decided upon by the City). During the meeting, the Consultant will be briefed on the City's current process for assigning addresses to city parcels, the protocol for provisional addresses, and the tools available to assist in this work. Discussing the existing New Address Request Form will help the Consultant understand the best path forward for updating the form. Following this discussion, the Consultant and City staff will work through a brainstorming session to discuss ideas on process improvements.

Meetings: A) Process Understanding and Brainstorming Session

Deliverables: A) Meeting Agenda and Minutes

Services provided by the City: Attend and Participate in the Process Understanding and Brainstorming Session

3. Floodplain and Repetitive Loss of Property Interactive and PDF Map

a. *Map Creation* - Develop an interactive and pdf map to depict parcels that have suffered repetitive loss (RL) and severe repetitive loss (SRL) and where the highest concentrations of damage are located. Ensure data anonymity of FEMA flood claim data (provided by the City). The interactive map will be able to search by address and determine parcel location in proximity to the 100-year flood plain. Through this task, the map will also be uploaded to ArcGIS Online and tested to ensure functionality.

b. *Progress meetings (3)-*

i. Meeting 1 (virtual)- Meeting 1 will be held to present progress on the interactive and pdf maps. A pdf draft map will be provided to the City prior to the meeting. Interactive map functionality will be presented for City review and verbal comments.

ii. Meeting 2 (virtual)- Meeting 2 will present a revised version of the interactive and pdf draft map with City comments addressed. The draft map will be provided to the City prior to the meeting. Staff will provide a final round of comments on the interactive map.

iii. Meeting 3 (in-person)- Meeting 3 will present all final deliverables. 3 copies of the pdf map will be printed at size 36x48 for city use. Training will be held at this time for end users of the map (attendees decided upon by the City). As a result of the training, City staff should understand how to navigate the map and import new flood claims into the database.

Meetings: A) Meeting 1; B) Meeting 2; C) Meeting 3

Deliverables: A) Floodplain and Loss of Property Interactive Map (Draft and Final) B) Three printed copies at size 36x48 along with accompanying PDF map file; C) Meeting Agendas and Minutes

Services provided by the City: A) Coordinate attendees for meetings (3) and location for final meeting B) Review draft deliverables and attend meetings C) Provide comments regarding draft deliverables.

4. City Interactive Address Map and Assigning Process

a. *Map Creation* – Develop interactive map to allow users to create new addresses and accompanying attributes by dropping points on the parcel location. The user will also be able to assign provisional addresses to locations using a similar workflow. Through this task, the map will also be uploaded to ArcGIS Online and tested to ensure functionality.

b. *Address Assigning Process* - The New Address Request Form will be turned into a fillable form for data entry by applicant, then imported into GIS. Through the Brainstorming session (Item 2a), ideas for an improved workflow will be discussed and the Consultant will transform that discussion into a new address assigning process.

c. *Progress meetings (3)*-

i. Meeting 1 (virtual)- The purpose of Meeting 1 will be to demonstrate the new address assigning process and a draft the interactive map. Draft deliverables will be provided to the City prior to the meeting. Following the presentation, City staff will have the opportunity to comments.

ii. Meeting 2 (virtual)- Meeting 2 will present an updated draft version of the process and map with City comments addressed. Draft deliverables will be provided to the City prior to the meeting. Staff will provide a final round of comments.

iii. Meeting 3 (in-person)- The purpose of Meeting 3 will be to present all final deliverables and demonstrate functionality. Training will be held at this time for end users of the process and map (attendees identified and invited by the City). As a result of the training, City staff should understand how to use the application and revised address assigning process.

Meetings: A) Meeting 1; B) Meeting 2; C) Meeting 3

Deliverables: A) City Interactive Address Map (Draft and Final); B) Updated Address Assigning Process Workflow (PDF) and Accompanying Importing Files (Excel); C) Meeting Agendas and Minutes

Services provided by the City: A) Coordinate attendees for meetings and location for final meeting B) Review draft deliverables and attend meetings; C) Provide comments regarding draft deliverables.

Schedule

It is estimated that the design and build of the two interactive maps and the new address-assigning process will be completed within 120 days of contract execution and upon receipt of the Notice to Proceed (NTP). This contract and all other services outlined in this contract are good for one year from the signed date below, barring any adjustments to the schedule that would be agreed upon by Baxter & Woodman and the City.

Responsibilities of the City

The City shall provide Baxter & Woodman all relevant GIS datasets and mapping layers that the City would like included in this project. This data can be transferred through a Baxter & Woodman OneDrive location here. The City should discuss and determine who the GIS Administrator will be to access the Esri AGOL account administration and license payment.

Planning Fee

Our planning fee for the **City of Texas City Additional Planning Services** outlined in the above-stated scope of services will be a lump sum for actual work time performed plus reimbursement of out-of-pocket expenses, including travel, which in total will be **$35,426**. This fee does not include the purchase of any Esri ArcGIS Online Entitlements licenses, or any GPS hardware or other equipment.

Pre-planning and Coordination	**$2,408**
Process Understanding and Brainstorming	**$1,910**
Flood Plain and Loss of Property Interactive and PDF Map	**$12,772**
Interactive Address Map and Address Assigning Process	**$18,336**
TOTAL PROJECT COST	**$35,426**

We appreciate the opportunity to work with the City of Texas City on this important Project, and we are available to begin work immediately upon your notice to proceed. The attached Standard Terms and Conditions apply to this proposal.

BAXTER & WOODMAN
Consulting Engineers

If you find this proposal acceptable, **please sign and return one copy for our files**. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Bill Rackley
Associate Vice President

CITY OF TEXAS CITY, TX

ACCEPTED BY: Dedrick D Johnson

TITLE: Mayor

DATE: 2-28-2024

"P:\CITYC\2326442-Additional Planning Services\Contracts\Draft Scope of Services 12.14.23.docx"

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers, and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed, or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Texas Prompt Payment Act (Texas Government Code, Chapter 2251).

Opinion of Probable Construction Costs – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter &

Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	$10 million per claim and aggregate
General Liability:	$1 million per claim	Professional Liability:	$5 million per claim
	$2 million aggregate		$10 million aggregate
Automobile Liability:	$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman's under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions, or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses, and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

CITY COMMISSION REGULAR MTG **(10) (f)**

Meeting Date: 03/06/2024

Budget Amendment for Community Plaza Project

Submitted For: Ryan McClellen, Finance **Submitted By:** Ryan McClellen, Finance

Department: Finance

Information

ACTION REQUEST

Authorize Budget Amendment for Community Plaza Project

BACKGROUND (Brief Summary)

Bids for the Community Plaza Project on 6th Street were opened and read aloud on Thursday, February 22nd. A total of five (5) bids were received at that time. The low qualified bidder is B&D Contractors, Inc., with a total base bid amount of $6,836,033.38.

The project is in-line with the Texas City Economic Development Corporation's Strategic Plan, Pathways to Prosperity, to bring more activity and programming to the 6th Street Historic District. The Community Plaza will include but not be limited to the following amenities:

Amphitheater
Water Feature
Activity Mound
Playground
Pavilion
Restrooms
Spray Ground
Dog Splash Pad
Artificial Turf
Additional Parking
Fencing
Landscaping
Decorative Lighting
Food Truck Area

A total of $6,600,000 is budgeted in the Texas City Economic Development Corporations Budget 801-55050 for the project. Approximately $50,000 out of the line item has already been expended and/or is in the process of being spent to make the site ready prior to construction of the project for relocation of overhead utilities (electric, cable, phone) and underground utilities (electrical & phone) required prior to project commencement.

Thus, leaving a balance of $6,550,000 for the project. Based on the amount available, staff recommends a budget amendment in the amount of $500,000 to the project budget from the Texas City Economic Development Corporations Fund Balance to cover the cost of the project and any necessary change orders that might occur.

RECOMMENDATION

Staff recommends approval of a budget amendment to account # 801-55050 from the Texas City Economic Development Corporations Fund Balance in the amount of $500,000.

Fiscal Impact