



**CITY OF LAMARQUE
CITY COUNCIL
SPECIAL AGENDA
of
SEPTEMBER 6, 2022**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Special Meeting on September 6, 2022**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom (<https://zoom.us/j/92493940502>)**. In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

The Council will meet for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION AND PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
- 4.I. Proclamations

- o Councilmember Clint Brown
- o Mayor Geraldine Sam

Documents:

[CLINT BROWN.PDF](#)
[GERALDINE SAM.PDF](#)

- 4.II. Introduction
County Commissioner Robin Armstrong

5. CITIZENS PARTICIPATION
LIMITED TO THREE MINUTES PER PERSON

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak, give the Mayor your full name, address, and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. *Press *6 to mute or unmute if you are participating by telephone, press the*

unmute button if attending via zoom on a smartphone, tablet or computer, or stand if attending in person, and the mayor will call on you in turn.

6. ORDINANCES

Discussion/ possible action regarding approving:

6.I. Ordinance No. O-2022-0011

Making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2022 and ending September 30, 2023, appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget for the City of La Marque for the 2022-2023 fiscal year

Documents:

[2023 BUDGET ORDINANCE.PDF](#)

6.II. Ordinance No. O-2022-0012

Levying Ad Valorem Taxes for use and operation of the municipal government of the City of La Marque, Texas for 2022 tax year; providing for apportioning each levy for specific purposes; and, providing when taxes shall become due and when same shall become delinquent if not paid

Documents:

[TAX ORDINANCE.PDF](#)

7. RESOLUTIONS- CONSENT

The following items shall be considered for action as a whole unless one or more Councilmembers objects. Unless otherwise specified, the City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

7.I. Resolution No. R-2022-0064

Ratifying an agreement with Galveston County Elections Division

Documents:

[RESOLUTION NO. R-2022-0064 ELECTIONS CONTRACT.PDF](#)
[GALVESTON COUNTY ELECTIONS- NOV 22 ELECTION.PDF](#)

7.II. Resolution No. R-2022-0065

Authorizing the City Manager to execute an agreement with Galveston County for participation in the Galveston County Auto Crimes Task Force

Documents:

[AGENDA FORM--GCACTF FY22-23.PDF](#)
[RESOLUTION NO. R-2022-0065- ILA GALVESTON COUNTY AUTO CRIMES TASK FORCE.PDF](#)
[INTERLOCAL AGREEMENT FY 2023 CITY OF LA MARQUE WITH TX GRANT UNIFORM ASSURANCES.PDF](#)

MVCPA TASKFORCE GRANT EXTENSION APPLICATION FY 2023.PDF

7.III. Resolution No. R-2022-0066

Authorizing the execution of a contract for Emergency Medical Services Billing and Collections with Emergicon LLC

Documents:

[AGENDA FORM - EMS BILLING CONTRACT EMERGICON.PDF](#)
[RESOLUTION NO. R-2022-0066 EMERGICON AGREEMENT.PDF](#)
[LA MARQUE- 2022 BAA.PDF](#)
[LA MARQUE- 2022 SERVICE AGREEMENT.PDF](#)

7.IV. Resolution No. R-2022-0067

Ratifying a payment to premium Pumps in the amount of \$36,504.75

Documents:

[AGENDA FORM- PREMIUM PUMP INVOICES.PDF](#)
[RESOLUTION NO. R-2022-0067 PREMIUM PUMPS.PDF](#)
[PREMIUM PUMPS - MULTIPLE INVOICE PAYMENT.PDF](#)

7.V. Resolution No. R-2022-0068

Ratifying payment of an invoice from Kleen Environmental for Closed Circuit Televised (CCTV) inspections in the amount of \$27,917.75

Documents:

[AGENDA FORM- KLEEN INVOICE - CCTV.PDF](#)
[RESOLUTION NO. R-2022-0068 KLEEN ENVIRONMENTAL.PDF](#)

7.VI. Resolution No. R-2022-0069

Authorizing an emergency expenditure to replace approximately 600 feet of waterline on Laurel Street

Documents:

[AGENDA FORM- LAUREL WATERLINE.PDF](#)
[RESOLUTION NO. R-2022-0069 LAUREL WATERLINE.PDF](#)
[LAUREL WATERLINE PRELIMINARY COST ESTIMATE_08.25.2022.PDF](#)
[WATER LINE ADJUSTMENTS \(FINAL\).PDF](#)

7.VII. Resolution No. R-2022-0070

Ratifying a contract with CFG Industries and authorizing City Manager to execute payments

Documents:

[RESOLUTION NO. R-2022-0070.PDF](#)
[COLM ELEVATED STORAGE TANK RECOATING FINAL EXECUTED CONTRACT \(1\).PDF](#)

7.VIII. Resolution No. R-2022-0071

Approving two change orders for the Gulf Greyhound Park elevated tank project for CFG Industries in the total amount of \$44,000

Documents:

[RESOLUTION NO. R-2022-0071.PDF](#)

8. NEW BUSINESS

Items presented to the Council for discussion and for Council to provide direction:

8.I. Safe Streets And Roads For All Grants

City of La Marque supporting H-GAC's regional application to the Safe Streets and Roads for All grants

Documents:

[SS4A LETTER.PDF](#)

[SS4A-NOFO-FY22-AMENDMENT-1.PDF](#)

8.II. Friends Of La Marque

partnership with H-GAC Corporation for Regional Excellence to create a Friends of La Marque program

Documents:

[CORPORATION FOR REGIONAL EXCELLENCE.PDF](#)
[APPLICATION FORM CRE.PDF](#)

8.III. Reserve Fund

Discussion regarding implementing a "cap" on reserve funds at 35-40% or a minimum of 90 days and moving any additional funds into the general fund

8.IV. Items For The Good Of The Order

Additional items to bring awareness to Council and the Community as well as future agenda item requests are accepted at this time.

9. EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development)

10. ACTIONS TAKEN FROM EXECUTIVE SESSION

11. ADJOURNMENT

I hereby certify that the above notice of the meeting was posted at 1109-B Bayou Road, La Marque, Texas on Friday, September 2, 2022 at _____

Kierra K. Nance

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, in Logansport, Louisiana, on December 11, 1930, a mere 91 years ago, Clint Brown was born to Dave and Alvie Lafitte Brown; and

WHEREAS, Clint Brown served his country until honorably discharged in 1948, and followed his service to his country with yet another attribute to his strong work ethic, serving as a master pipefitter for 55 years; and

WHEREAS, in addition to serving his country Mr. Brown also served his community through his service on the La Marque Building Standards Commission, representing District D on the La Marque City Council, commitment to championing and strengthening local businesses, the creation of what is now known as the Keep La Marque Beautiful Commission; and

WHEREAS, his service to the community extends far beyond his tenure on Council and Commissions but is seen through his mentorship, annual donation of flags to the Bayou Fest event, successes in obtaining fencing for the La Marque Cemetery, obtaining a mural at the La Marque Pawn Shop, and possibly the most recognized, the craftsmanship of Santa's Sleigh for the La Marque Christmas Parade; and

NOW, BE IT RESOLVED, that the City truly mourns the loss of Mr. Clint Brown with the family, friends, and community that loved him; and

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim today as:

"CLINT BROWN MEMORIAL DAY"

in the City of La Marque and do hereby urge everyone in the community to encourage one another at this time of bereavement.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 29th day of July 2022.



Keith Bell, Mayor

**Office of the Mayor
for the City of La Marque**

PROCLAMATION

WHEREAS, Geraldine Agnes Sam was born on September 22, 1951, to Albert and Alberta Pete Sam; and

WHEREAS, education played an integral part of Ms. Sam's life, she was educated by the La Marque Public School System, received her bachelor's degree from Prairie View A&M University, a master's degree from Grand Canyon University, and was a doctoral candidate at Grand Canyon University, many of these accolades achieved as she served the youth as an educator for over 30 years; and

WHEREAS, Ms. Sam was a lover of many things, above all her family and Jesus Christ, though followed immediately after by Zeta Phi Beta Sorority Inc., Prairie View A&M University, and all things La Marque, TX; and

WHEREAS, her love for La Marque resulted in a \$500,000 donation from Oprah's Big Give Away to Simms Elementary, the birth of single-member council districts in the City, and a historic election becoming the first African American Female Mayor of the City of La Marque; and

WHEREAS, Ms. Sam was a true public servant, an active member of the Republican Party, and a candidate for both the US Congress and Senate, she never shied away from a challenge, and truly was a trailblazer; and

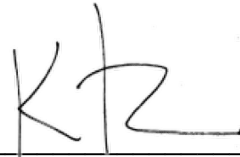
NOW, BE IT RESOLVED, her legacy is one of triumph, love, and devotion, and the City of La Marque mourns the loss of Ms. Geraldine Sam with the family, friends, and community that loved her; and

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim today as:

"GERALDINE SAM MEMORIAL DAY"

in the City of La Marque and do hereby urge everyone in the community to encourage one another at this time of bereavement

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 3rd day of September 2022.



Keith Bell, Mayor

ORDINANCE NO. O-2022-0011

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF LA MARQUE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF LA MARQUE FOR THE 2022-2023 FISCAL YEAR

WHEREAS, the budget, attached as Exhibit A, for the fiscal year beginning October 1, 2022 and ending September 30, 2023 was duly presented to the City Council by the City Manager and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said notice was published in the Galveston County Daily News and said public hearing was held according to said notice and City Charter requirements; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2022 and ending September 30, 2023 be fixed and determined for said terms in accordance with the expenditures shown in the City's fiscal year 2022-2023 budget, a copy of which is attached as Exhibit A.

SECTION 2. That the budget as show in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. That there is hereby appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest of the bonded debt of the City.

PASSED AND APPROVED on the First reading on this ____ day of _____ 2022, at a Special Meeting of the City Council of the City of La Marque, Texas, there being a quorum present, by ____ **AYES** and ____ **NAYES** and approved by the Mayor on the date above set.

PASSED, APPROVED and ADOPTED on the Second and Final reading on this the ____ day of _____ 2022, at a Special Meeting of the City Council of the City of La Marque, Texas, there being a quorum present by ____ **AYES** and ____ **NAYES** and approved by the Mayor on the date above set.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra K. Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Consulting City Attorney

ORDINANCE NO. O-2022-0011

AN ORDINANCE LEVYING AD VALOREM TAXES FOR USE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LA MARQUE, TEXAS FOR THE 2022 TAX YEAR; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS;

SECTION 1. That there is hereby levied and there shall be collected, for use and operation of the municipal government of the City of La Marque and to provide an Interest and Sinking Fund for the 2022-2023 fiscal year, upon all property, real, personal and mixed within the corporate limits of said City subject to taxation here set forth:

1. For the maintenance and operation of the general government \$.317891 on each \$100.00 taxable valuation of property; and
2. For the interest and sinking fund, \$.143737 on each \$100.00 taxable valuation of property.

For a total tax rate of \$0.461628 on each \$100.00 taxable valuation of property tax being so levied and apportioned to the specific purposes here set forth above.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY RAISED BY Eleven PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY: \$317.89.

SECTION 2. All taxes shall become a lien upon the property against which assessed, and the assessor and collector for the City of La Marque is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and ordinances of the City of La Marque and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest and, the interest penalty collected from such delinquent taxes shall be apportioned to the general fund of the City of La Marque. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

SECTION 3. That this ordinance shall take effect after the second reading.

PASSED AND APPROVED on the First reading on this ____ day of _____ 2022, at a Special Meeting of the City Council of the City of La Marque, Texas, there being a quorum present, by ____ **AYES** and ____ **NAYES** and approved by the Mayor on the date above set.

PASSED, APPROVED and ADOPTED on the Second and Final reading on this the ____ day of _____ 2022, at a Special Meeting of the City Council of the City of La Marque, Texas, there being a quorum present by ____ **AYES** and ____ **NAYES** and approved by the Mayor on the date above set.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Consulting City Attorney

RESOLUTION NO. R-2022-0064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS RATIFYING AN AGREEMENT WITH GALVESTON COUNTY ELECTIONS DIVISION

WHEREAS, the City of La Marque Texas has entered into a formal contract with The Galveston County Elections Division for services relating to the special election being held on November 8, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Clerk is authorized to enter into the agreement attached to this Resolution as Exhibit 1.

The City Manager is authorized to execute any payments resulting from the agreement.

In the event any clause, phrase, provision sentence, or part of this Resolution or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Resolution as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the_____ day of September 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

Contract for Election Services
Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 29th day of August, 2022 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Kierra Nance on behalf of City of La Marque ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: Mayor Recall Election

November 8, 2022
Election Date

December 6, 2022
Runoff Election Date

Early Voting will be held on **October 24 - 28, 2022** from 8 a.m. to 5 p.m. **October 29, 2022** from 7 a.m. to 7 p.m., **October 30, 2022** from 1 p.m. to 7 p.m. **October 31 - November 4, 2022** with the polls being open from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

1. Duties and Services of Galveston County. Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1. Program, or arrange to have programmed, the ballot.
- 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.
- 1.3. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
- 1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]
- 1.5. Provide Ballot by Mail services for the Entity.

- 1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.
- 1.7. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.
- 1.8. Provide the Entity ****and where possible the candidates running for office,*** a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***
- 1.9. As required by §67.017(b) and the Secretary of State's Office, the Entity must submit an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before July 29, 2022**. Contracts submitted after this date will require a \$500 fee, which ***will be non-refundable regardless of whether the Entity cancels its election.***

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5. It is understood that the Entity may need to modify its election order after **August 26, 2022**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **July**

29, 2022. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than August 26, 2022**. All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.**[See Section 1.8]**
- 2.7. Return to Galveston County, by **September 14, 2022 5 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **September 19, 2022**.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. **[See Section 1.8 for related information on ballot proofing]**

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**
- 2.9. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.
- 2.10. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

2.11. Entity to pay a **\$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

3. **Cancellation of Contract:** Except for contracts consummated after **July 29, 2022**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of **August 22, 2022**. The Entity will be obligated to pay Galveston County a **\$500** fee if cancelled after this grace period.

4. **Special Provision: Bilingual Poll Worker Requirements.** Galveston County is permanently committed to:

- a) Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
- b) Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

5. **Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:

- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$100 per kit
- b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
- c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: \$465 per Verity Touch, \$506 per Verity Controller, \$577 per Verity Touch with access, \$610 per Verity Scanner and \$150 per Verity Duo Go.
- d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$200 delivery per location
- e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost determined by the number of contests on the ballot: \$1500 for up to 5, \$2530 for up to 10, \$3,300 for up to 20, \$4,180 for up to 40 and \$5280 for up to 75, and \$6720 for up to 100 contests.
- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.

- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee
- h) Conduct early voting, Election Day Voting, and bilingual training.
Cost: \$75 per person per class
- i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.
Cost: \$100 per poll pad
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Total amount reimbursable by the Entity.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **\$.50** per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is \$4.00 per ballot (\$4.50, if a multi-page ballot).***
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Kierra K. Nance
Name

409-938-9259
Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

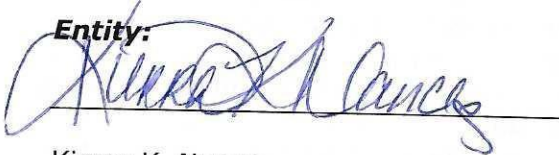
Galveston County:

Dwight D. Sullivan, County Clerk

Attention: Wendi Fragoso, Chief Deputy Clerk of Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:



Kierra K. Nance

Phone: 409-938-9259

City Clerk

Email: cityclerk@cityoflamarque.org

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
- a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20__.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:

Name: Kierra Nance
(Please Print)

Kierra Nance
(Signature)

- | | |
|---|------------------------------------|
| ☐ City Manager | ☐ Mayor |
| ☐ Superintendent | ☐ President |
| ☒ City Secretary | ☐ Other |
| ☐ Chair County Executive Committee | |

Received and Filed:

Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____



CITY COUNCIL AGENDA FORM

Meeting Date: September 6, 2022

Agenda item: _____

Prepared by: Chief Randall

Reviewed by: _____

Aragon

Department: Police

AGENDA ITEM DESCRIPTION: Discussion/ possible action regarding authorizing the Mayor to execute an Interlocal Agreement (ILA) between the City of La Marque and the County of Galveston for the City's continued participation in the *Galveston County Auto Crimes Task Force* (GCACTF).

X

ATTACHMENTS FOR REFERENCE

1. Interlocal Agreement FY 2022/2023 between the City of La Marque and the County of Galveston for participation in the Galveston County Auto Crimes Task Force
2. MVCPA Taskforce Grant Extension Application FY 2023

STAFF BRIEFING:

- The LMPD is a current recipient of this grant
- This is a continuation of the current FY 2021/2022 grant.
- The agents who are assigned to the Galveston County Auto Crimes Task Force (GCACTF) conduct investigations, both proactive and reactive, as assigned by the Task Force Commander.
- The agent assigned to the Task Force by LMPD investigates auto crimes cases reported to the La Marque Police Department as well as working jointly with other agents.
- Agents operate both overtly and covertly in the investigation of auto crimes.
- Agents also conduct public awareness programs; serve as liaison to their home agency sharing and gathering information related to motor vehicle crimes.
- The GCACTF grant funds a vehicle and salary (does not include fringe benefits).
- Salary expense will be reimbursed to the City based on City-issued invoices.
- Expenses for gas, oil, and maintenance is the responsibility of the City of La Marque
- The ILA and program costs have been communicated with the Finance Director.

HISTORY:

- City Council authorized the City's participation in the GCACTF in 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, & 2021-2022.

TARGET IMPLEMENTATION: Fiscal Year 2022-2023.

SIGNIFICANT ACTION DATES:

September 12, 2022 – Approval of the 2022-2023 Interlocal Agreement (ILA) by the La Marque City Council.



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - ILA | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:	
Budgeted	\$100,603.36
Actual Bid	
Estimated Expenditure	Fringe = \$34,352 + \$2,400 fuel + \$1,200 maintenance and insurance for the grant funded vehicle \$62,651.68 salary is grant funded.
Acct. Name(s)	
Line Items #	Various
Other Funding	

STAFF'S RECOMMENDATION: Motion to authorize the Mayor to execute an *Interlocal Agreement* (ILA) between the City of La Marque and the County of Galveston for the City's continued participation in the Galveston County Auto Crimes Task Force

FISCAL IMPACT: \$37,952 annually for fringe benefits, fuel, maintenance, and insurance for grant funded vehicle.

RESOLUTION NO. R-2022-0065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GALVESTON
COUNTY

WHEREAS, the City of La Marque Texas desires to enter into a formal contract with Galveston County detailing the rights and obligations of both parties to extend through August 31, 2023.

WHEREAS, the La Marque Police Department is currently a recipient of the Galveston County Auto Crimes Task Force Grant and both parties believe it to be in their best interests to continue a multijurisdictional Motor Vehicle Crime Prevention Authority Task Force.

WHEREAS, the City of La Marque has agreed to contribute a total of \$28,500 as matching funds for the enhancement of the funded grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS
THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Manager is authorized to enter into the agreement attached to this Resolution as Exhibit 1.

The City Manager is authorized to execute any payments resulting from the agreement.

In the event any clause, phrase, provision sentence, or part of this Resolution or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Resolution as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of September 2022.

Kierra Nance, TRMC
City Clerk

Keith Bell
Mayor

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **City of La Marque**, a municipal corporation situated in Galveston County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County of Galveston** and **City of La Marque** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$518,201.00 for the Galveston County Auto Crimes Task Force, and,

WHEREAS, the **City** has agreed to contribute the total of \$28,625.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2022 and to end August 31, 2023.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **City** (sub-grantee) agrees to contribute a total of \$28,625.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	\$25,025.00	Fringe paid by City in lieu of match (Professional and Contractual Services)
Fuel for Agent’s Vehicle (City employee)	\$2,400.00	In-Kind Match by City (Supplies and Direct Operating Expenses)
Maintenance/Insurance for Agent’s Vehicle (City employee)	\$1,200.00	In-Kind Match by City (Supplies and Direct Operating Expenses)

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ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **County** and **City** fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the

following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Galveston County Auto Crimes Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

ARTICLE IX. FINANCIAL ADMINISTRATION & REPORTING

9 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE X. COMPLIANCE

10 .01 Grantee and sub-grantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and sub-grantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XI. ENTIRE AGREEMENT

11 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2022.

County of Galveston by:

Mark Henry, County Judge

Date Signed

ATTEST:

Dwight D. Sullivan, County Clerk

City of La Marque by:

Keith Bell, City Manager

Date Signed

ATTEST:

Robin Eldridge, City Secretary

Galveston County Taskforce Grant Application for Fiscal Year 2023
[Request for Application \(RFA\)](#)

Primary Agency / Grantee Legal Name: *Galveston County*

Organization Type: *Law Enforcement*

Organization ORI (if applicable): *TX0840000: GALVESTON CO SO*

Program Title Please enter a short description of the proposed program that can be used as the title.
Galveston County Auto Crimes Task Force

Application Category (See **Request for Applications** [RFA] for category details and descriptions RFA Priority Funding Section):

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts
- Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

Galveston County Auto Crimes Task Force covers Brazoria, Matagorda, and Southern Harris County areas on a request basis. We

currently conduct 68-A inspections for these areas, respond to complaints and assist on investigations. The geographical area has a population growth during the summer time. Our analyst offers support not only statewide, Nationally (Federal Agencies) but also internationally upon request.

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX0840000 GALVESTON CO SO	TX0200000 BRAZORIA CO SO (MIP)
TX0840400 GALVESTON PD	TX0200100 ALVIN PD
TX0840700 LA MARQUE PD	TX0200200 ANGLETON PD
	TX0200300 CLUTE PD
	TX0200400 DANBURY PD
	TX0200500 FREEPORT PD
	TX0200800 LAKE JACKSON PD
	TX0200900 MANVEL PD
	TX0201000 PEARLAND PD(MIP)(IBR)
	TX0201100 RICHWOOD PD
	TX0201200 SWEENEY PD (AE)
	TX0201400 WEST COLUMBIA PD
	TX0201700 ALVIN COMMUNITY COLL PD
	TX0201800 BRAZORIA PD
	TX0201900 BROOKSIDE VILLAGE PD
	TX0202700 JONES CREEK PD (AE)

TX0202800 SURFSIDE BEACH PD
TX0202900 OYSTER CREEK PD
TX0203200 ALVIN ISD PD
TX0203300 ANGLETON ISD PD (AE)
TX0203500 COLUMBIA-BRAZORIA ISD PD
TX0840200 DICKINSON PD
TX0840300 FRIENDSWOOD PD (AE)
TX0840500 HITCHCOCK PD
TX0840600 KEMAH PD
TX0840800 LEAGUE CITY PD
TX0840900 TEXAS CITY PD
TX0841000 UTMB-GALVESTON PD
TX0841200 TX A&M GALVESTON PD (AE)
TX0841900 JAMAICA BEACH PD (AE)
TX0842100 SANTA FE PD
TX0842200 BAYOU VISTA PD
TX0842300 COLL OF THE MAINLAND PD
TX0842800 Santa Fe ISD PD
TX0843100 GALVESTON ISD PD
TX1011300 LA PORTE PD
TX1011700 SEABROOK PD (AE)
TX1011800 SHOREACRES PD
TX1012500 WEBSTER PD
TX1012800 NASSAU BAY PD
TX1016600 LAKEVIEW PD
TX1610000 MATAGORDA CO SO
TX1610100 BAY CITY PD
TX1610200 PALACIOS PD
TX1610900 BAY CITY ISD PD

• **Other Coverage** (Use if ORI not listed or explanation is necessary.):

Galveston Port Police Department ORI TX0842400, University of Texas UTMB TX0841000, Port of Freeport (Vehicle exports moved to Freeport from Galveston, Equipment imports/Exports remain in Galveston) No ORI

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

Enter MVCPA and Cash Match Amounts

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
<i>Personnel</i>	\$348,844	\$30,260	\$379,104	\$0
<i>Fringe</i>	\$0	\$122,569	\$122,569	
<i>Overtime</i>				
<i>Professional and Contract Services</i>	\$141,932	\$65,122	\$207,054	
<i>Travel</i>	\$0	\$5,574	\$5,574	
<i>Equipment</i>				
<i>Supplies and Direct Operating Expenses (DOE)</i>	\$27,425	\$0	\$27,425	\$48,000
Total	\$518,201	\$223,525	\$741,726	\$48,000
Cash Match Percentage		43.13%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Lt./Commander (Position # 401)	Investigator/LEO	100	\$82,152	\$9,620	\$91,772	\$0
Investigator (Position #404)	Investigator/LEO	100	\$75,846	\$5,910	\$81,756	
Investigator (Position #405)	Investigator/LEO	100	\$71,849	\$7,180	\$79,029	
Investigator (Position #402)	Investigator/LEO	100	\$71,849	\$5,950	\$77,799	
Analyst (Position #403)	Crime Analyst/LE Professional	80	\$47,148	\$1,600	\$48,748	
Total Personnel		480	\$348,844	\$30,260	\$379,104	\$0
Fringe						
Lt./Commander (Position # 401)	Investigator/LEO		\$0	\$28,459	\$28,459	
Investigator (Position #404)	Investigator/LEO		\$0	\$26,095	\$26,095	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Investigator (Position #405)	Investigator/LEO		\$0	\$25,565	\$25,565	
Deputy II (Position #402)	Investigator/LEO		\$0	\$25,287	\$25,287	
Analyst (Position #403)	Crime Analyst/LE Professional		\$0	\$17,163	\$17,163	
Total Fringe			\$0	\$122,569	\$122,569	

Overtime

Total Overtime

Professional and Contract Services

Galveston PD - Sr Police Officer	Investigator/LEO - personnel	100	\$78,667	\$5,796	\$84,463	
Galveston PD - Sr Police Officer	Investigator/LEO - fringe	100	\$0	\$34,302	\$34,302	
La Marque PD - Detective	Investigator/LEO - personnel	100	\$63,265	\$3,990	\$67,255	
La Marque PD - Detective	Investigator/LEO - fringe	100	\$0	\$21,034	\$21,034	
Total Professional and Contract Services		400	\$141,932	\$65,122	\$207,054	

Travel

MVCPA Meetings and Workshops	Administrative In-state		\$0	\$340	\$340	
Advanced/Specialized Auto Theft	Training In-State		\$0	\$194	\$194	
TAVTI	Training In-State		\$0	\$4,840	\$4,840	
Other Investigative Training	Training In-State		\$0	\$50	\$50	
Investigations	Law enforcement In- State		\$0	\$50	\$50	
Investigations	Law enforcement Out-of- State		\$0	\$50	\$50	
Other Investigative Training	Training Out-of-State		\$0	\$50	\$50	
Total Travel			\$0	\$5,574	\$5,574	

Equipment

Total Equipment

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Supplies and Direct Operating Expenses (DOE)						
Service Contracts (Hardware/Software)			\$17,500	\$0	\$17,500	
Fuel					\$0	\$16,800
Vehicle Maintenance			\$1,500	\$0	\$1,500	\$7,200
Wireless Communications/Cell Phones			\$4,025	\$0	\$4,025	
Administrative Supplies			\$1,000	\$0	\$1,000	
Operating Supplies			\$2,000	\$0	\$2,000	
Training			\$1,400	\$0	\$1,400	
Utilities/Building Maintenance/Alarm					\$0	\$24,000
Total Supplies and Direct Operating Expenses (DOE)			\$27,425	\$0	\$27,425	\$48,000

Budget Narrative

A. Personnel

Budget Narrative

Personnel: Lt/Commander (Galveston County Sheriff's Office): Commander supervises daily operations of the Task Force including strategy development and case assignment/review. Maintains communication with the Project Director, investigators, and office personnel. The Unit Commander stays in contact with the County Auditor and Purchasing Agent to ensure compliance with the appropriate state and county regulations. Commander provides both tactical and strategic analytical support to all local, county, state, and federal agencies. Commander coordinates with the Analyst concerning appointments, travel, training, and monitoring grant and financial records. Attends and conducts peace officer training and public awareness programs as needed. 100% assigned to Auto Crimes Task Force. Investigators (Galveston County Sheriff's Office): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Analyst (Galveston County Sheriff's Office): Performs intelligence analysis including research, crime mapping, link analysis, VIN decoding, secondary identification methods, and any other vehicle-related requests for local, state, and federal investigators. 80% assigned to Auto Crimes Task Force. Personnel not listed in funding tables include 2 part time reserve deputies assigned to the Auto Crimes Task Force. Their duties may include: conducting investigations, both pro-active (self-initiated) and reactive; operating both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. No grant funds requested for salaries; nor matches used in grant application; however, some costs may be incurred to provide training or equipment necessary to conduct ACTF business. Note: Salaries listed are based on proposed position steps/grades (with respect to percentage of time spent on Auto Crimes Task Force grant activities) for the coming fiscal year. Cash match amounts reflected include Law Enforcement Career Path Program costs (for sworn personnel) as follows: Certification Pay (based on level of certification as follows: \$100 per month for intermediate certification; \$200 per month for advanced certification; and \$300 per month for master certification); and Longevity Pay: \$10.00 per each year of time in service per month. Also included is a one-time bonus of \$2,000 per employee typically given to County employees in the second pay period in November.

B. Fringe

Fringe: Cash Match Amounts reflected above include the following benefits for all county employees with respect to percentage of time spent on Auto Crimes Task Force grant activities: Pension -Texas County District and Retirement System (TCDRS) at 12.46%; Alternate Plan (County does not participate in Social Security) at 8.645%; Medicare at 1.450%; Unemployment Insurance at 0.140%; Health Insurance at \$630/month. No overtime costs included in these fringe amounts.

C. Overtime

No overtime requested for FY2022

D. Professional and Contract Services

Budget Narrative

Galveston Police Department (Sr Police Officer): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. The Galveston Municipal Police Association and the City of Galveston are currently negotiating a new Collective Bargaining Agreement. GPD Salary total calculated at current base with a potential 3% COLA although it is unknown at this time if there will be any changes; plus the following Cash Match for incentive pay: Certification Pay (based on TCOLE certification - Intermediate: \$100/month; Advanced: \$167/month; and Masters: \$208/month); Longevity Pay (\$75.01/month); and Education Pay (based on degree held from nationally accredited college or university - Associates: \$75/month; Bachelors: \$200/month; Masters: \$250/month). GPD Benefits/Fringe Cash Match include: Pension (12%); Social Security (6.20%); Medicare (1.450%); Workers Comp (9.250%); Health Insurance (\$790/month); Dental Insurance (\$24/month); and Life Insurance (\$15/month). No GPD overtime requested for FY 2022. La Marque Police Department (Detective): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. The La Marque Municipal Police Association and the City of La Marque are currently negotiating a new Collective Bargaining Agreement. LMPD Salary total calculated at current base with a potential 3% COLA although it is unknown at this time if there will be any changes; plus the following Cash Match for incentive pay: Certification Pay: up to \$205/month; Longevity Pay: \$750 one-time annual payment received in November; an Equipment Allowance: \$65/month. LMPD Benefits/Fringe Cash Match include: Pension (14.76%); Social Security (6.20%); Medicare (1.450%); and Health Insurance (\$496.87/month). No LMPD overtime requested for FY 2022.

E. Travel

Budget Narrative

All proposed travel would be funded by Cash Match using Program Income Funds. All proposed travel would be funded by Cash Match using Program Income Funds. The current per diem rate for the county is \$45 per day and the mileage rate is in conjunction with the IRS standard mileage rate. Each investigator assigned by contract will follow the travel policies of their home agencies respectively and will bill ACTF for reimbursement of travel costs incurred. An average general per diem of \$55 per day used in below calculations to account for City rates. Administrative (In-State): ACTF anticipates travel to MVCPA Board Meetings plus one grant workshop per year for Commander and Analyst. Calculated an overnight stay once per year: \$125/night x 2 people - \$250 hotel estimate; plus per diem: \$45/day x 2 people - \$90 = total \$340 Training: Travel expenses following are listed schools and others as yet to be announced to expand the level of training and knowledge of personnel assigned to Auto Crimes Task Force.

Advanced/Specialized Auto Theft (In-State): Not determined yet for FY 2022 but \$194 set aside to establish line item in case of any employee turnover. TAVTI -Texas Association of Auto Theft Investigators (In-State): To be held in San Marcos in FY 2022 and estimated funds include: 7 hotel rooms at \$125/night for 4 nights - \$3,500; per diem: \$55/day x 4 days x 2 city employees =\$440 plus \$45/day x4 days x 5 employees = 900 for a total estimated per diem of \$1,340 = total \$4,840 Investigative Training (In-State): Could include New Detective and Criminal Investigator Training; Interview and Interrogation Training, etc. and will be scheduled locally where available. \$50 set aside to establish line item in case non-local travel necessary for investigative training opportunities. Investigative Training (Out-of-State): Not determined at this time but \$50 set aside to establish line item in case out-of-state investigative training, such as NICB or other training opportunities arise. Investigative (In-State): Not determined at this time but \$50 set aside to establish line item in case of in-state travel needed to conduct investigation or follow up on leads (non-training funds). Investigative (Out-of-State): Not determined at this time but \$50 set aside to establish line item in case of in-state travel needed to conduct investigation or follow up on leads (non-training funds) in Louisiana or in another state.

F. Equipment

No equipment funds requested for FY 2022.

G. Supplies and Direct Operating Expenses (DOE)

Budget Narrative

Service Contracts: \$17,500 for Software Licensing and Maintenance costs of \$11,500 to renew annual contract with Vigilant Solutions for Law Enforcement Archival and Reporting Network (LEARN) and National Vehicle Location System (NVLS) access to LPR data (including private data) and Facial Recognition System; Software Licensing and Maintenance costs of \$3,000 to CovertTrack to renew annual contract to access mapping for tracking devices; Hardware Maintenance Contract annual renewal with Vigilant Solutions for \$3,000 to provide upgrades to the existing License Plate Reader camera system. Fuel: The county and cities provide fuel for ACTF vehicles including investigator vehicles and LPR. All amounts shown as in-kind match are based on estimate of \$200/month. Quarterly expenditure reports will document actual match by each entity. Vehicle Maintenance: \$1,500 to cover any cost for maintenance or repair to bait vehicles (cargo trailer, all-terrain vehicles and personal water craft); License Plate Reader vehicle; ACTF Polaris UTV; and ACTF crime prevention trailer; and \$7,200 In-Kind from the County and Cities to repair and maintain agent's vehicles (6 total) estimated at \$1,200/agent. Wireless Communications: \$4,025 for cell phones used by ACTF staff; cellular data links in bait vehicles, LPR, tracking units to operate GPS systems, and IP video cameras used for surveillance. Also includes costs of air cards for laptop computers to send/receive data to identify motor vehicles, suspects, or relay information in surveillance situations in a timely and secure method. Current cell phone bills average \$335.42/month. Administrative Supplies: \$1000 for Routine office supplies, paper, batteries for electronics, audio/videotapes, and blank CDs/DVDs, etc. These items assist personnel to perform efficiently and professionally. Operating Supplies: Estimated \$1,000 for Departmental Supplies such as cleaners and degreasers for use in identifying vehicles/parts, small hand tools, VIN etching supplies; finger print supplies; and other items used by Auto Crimes Task Force Agents in the course of their assigned duties; and \$1,000 for Crime Prevention Supplies to allow the purchase and replenishment of popular give-away promotional items. Training: \$1,400 to allow for training opportunities to attend Texas Association of Vehicle Theft Investigators (TAVTI) conference at \$200/person for 7 people Utilities/Building Maintenance/Alarm: In-kind match shown for County provided utility services (electrical, water, sewer, garbage disposal, etc) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County. Cost of utilities estimated at \$2000/month, however quarterly expenditure reports will document actual utility bill amounts.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Galveston County	Grantee	\$152,829
City of Galveston	Subgrantee	\$40,098
City of La Marque	Subgrantee	\$25,024
Program Income	Program Income	\$5,574
Total Cash Match		\$223,525

Source of In-Kind Match

Galveston County	Grantee	\$40,800.00
Total In-Kind Match		\$48,000.00

Source of In-Kind Match

City of Galveston	Subgrantee	\$3,600.00
City of La Marque	Subgrantee	\$3,600.00
Total In-Kind Match		\$48,000.00

Statistics to Support Grant Problem Statement

Reported Cases	2020			2021		
Jurisdiction	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Galveston County	891	1,689	3			

Application Narrative

Grant Introduction (Executive Summary) and General Information

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

Galveston County is the grantee and is governed by county commissioners' court. The court appointed Galveston County Sheriff to oversee this project. Galveston County Auto Crimes Task Force command structure has a Director (appointed by Sheriff), Commander, Assistant Commander, Analyst and four Investigators. The task force follows the command structure of the Sheriff's Office.

Galveston County Auto Crimes Task Force is a multi-agency and multi-jurisdictional task force with extensive training in auto theft and vehicle financial fraud. The task force coordinates responses both pro-actively and re-actively to multifaceted motor vehicle crimes throughout the region. Motor vehicle crimes are often tied to organized crime and patterns of crime that require the task force to proactively communicate across jurisdictional boundaries. Economic enterprises and individuals sustaining illegal behavior, including theft by fraud, are causing harmful losses to Texas communities.

Galveston County Auto Crimes Task Force proposes to reduce auto crimes throughout Galveston County and the surrounding areas by collaborating with law enforcement agencies within Galveston County and the surrounding counties by conducting covert operations, surveillance, vehicle identification, agency assistance, and intelligence sharing.

Crime mapping and analytical research is an integral part of fighting the varied array of criminal enterprises across multiple jurisdictions. We develop strategies and utilize crime statistics to assign personnel to operations to pro-actively combat thefts and burglaries of motor vehicles/parts. We utilize available resources (license plate reader, bait vehicles, and covert/undercover equipment) to target and reduce the rate of burglaries of motor vehicles/parts and thefts of motor vehicles. Investigators also work re-

actively, investigating assigned follow up cases from participating agencies to help identify prolific offenders and potential suspects and/or actors. We further conduct vehicle inspections for port operations and DMV 68-A forms.

Galveston County Auto Crimes Task Force will conduct vehicle theft/burglary of a vehicle public education/awareness events that will influence the community to safeguard their vehicles and personal property through the use of practical prevention methods.

Galveston County Auto Crimes Task Force provides an Analyst who assists officers from any requesting Local, County, State, or Federal Agency.

Task Force funding is crucial to combat, burglary of motor vehicles/parts, theft of motor vehicles, boat theft, boat trailer theft, and heavy equipment crimes within the coverage areas and the Port of Galveston and Port of Freeport.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

Galveston County Auto Crimes Task force is governed by Galveston County Commissioners' Court which has assigned Galveston County Sheriff as being responsible for task force operations. Galveston County Sheriff has a designated a Galveston County CID Captain as Director of the task force. The Director assigned a Galveston County Sheriff's Office CID Lieutenant as the Commander of the task force.

Galveston County Auto Crimes Task Force is a multi-agency task force which has interlocal agreements with participating agencies. These agencies agreed to set conditions in the agreement to participate.

Galveston County Auto Crimes Task Force covers all of Galveston County law enforcement agencies including State, and Federal agencies. We further cover southern Harris County agencies, Brazoria County agencies and Matagorda County by request. We also include the Port of Galveston and Port of Freeport in Brazoria County.

Galveston County Auto Crimes Task Force provides an Analyst who is 80% funded by MVCPA. The remaining 20% funding is carried by the Sheriff's Office to allow analytical assistance to other divisions in the Galveston County Sheriff's Office outside the realm of auto theft/burglaries to automobiles. It should be noted that while not fully dedicated to GCACTF or MVCPA, due to funding shortages statewide, this analyst is also providing assistance to other MVCPA funded task forces as well as to any requesting Local, County, State or Federal Agency. Some of the operational costs listed in this grant application are used to provide this statewide assistance as well.

Galveston County Auto Crimes Task Force only targets criminal populations and/or hotspots and areas as identified through crime mapping and analysis, or upon request by law enforcement agencies within our coverage area.

Grant Problem Statement

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Galveston County Auto Crimes Task Force provides full service to Galveston County (population 355,654 per UCR reports 2020) (Note: Summer population triples). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies.

Two areas in the county have seen dramatic increases in burglaries of motor vehicles, jugging, which we intend to address. The north end of Galveston County and eastern Brazoria County is ever-growing in population and retail businesses creating a target rich environment; and the tourist industry in the southern part of Galveston County has seen record increases since the growth of the economy. Both areas have increased incidents of violence associated with motor vehicle crimes.

Galveston County suffered losses of 1.8 million dollars in 2019 due to motor vehicle burglaries and thefts. Victims also suffer an array of losses well beyond economic, such as lost time, lost business, and lost wages and overall diminishment of community well-being. In CY 2019, there were 1653 burglaries of motor vehicles/stolen parts with a value loss of \$1,843,095 and an average loss \$1,115.

Since 2019 (1653) compared to 2020 (1689) there has been a 2.17% increase in vehicle burglaries in Galveston County overall but Northern parts of the county have drastically increasing. These increases are attributed to lack of public awareness. Joining forces and collaborating with other state and local law enforcement agencies has can help significantly. Providing local law enforcement training may assist in the decline of vehicle part thefts and burglaries. Despite the increase, Galveston County has experienced incidences of violence associated with motor vehicle crimes. Much of this is due to increased gang activity throughout the region. There are multiple trends occurring which involve motor vehicle burglaries/parts (Catalytic converters), including victim assisted crime; organized crime; gang crime, firearms being stolen; drug related; assorted frauds and vehicle thefts from dealerships.

- 2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Since 1993 GCACTF has provided full service targeting vehicle thefts in Galveston County (population 355,364 per UCR reports 2019). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies.

Galveston, Southern Harris, Brazoria, and Matagorda Counties have reported increases in motor vehicle thefts. There are multiple trends occurring which involve motor vehicle thefts including victim assisted crime; organized crime; drug related; trafficking in humans and narcotics; theft of rental cars through fraud; gang motor vehicle thefts, chop shops; internet scams; and dealership burglaries and theft of vehicles. In CY 2019 there were 782 vehicle thefts totaling \$12,588,784, with an average loss of \$16,696 bringing the total loss due to motor vehicle theft and burglary in Galveston County to \$13,090,996.

The City of Galveston typically experiences a significant increase in motor vehicle thefts in the summer months (Summer population increase). This can almost surely be attributed to the increase in visitors due to the beaches and tourism industry combined with schools being on summer break. The international seaport in Galveston/Freeport has increase vehicle import/export traffic involving

human trafficking, narcotics, and U.S. Currency. We have seen a increase in stolen heavy equipment being hauled to the southern border to be taken out of the United States of America.

Galveston County reported approximately 782 incidents of motor vehicle thefts to police with an increase to 3.71% vehicles a day in 2019. While 2019 MVT (782) compared to 2020 (891) a 13.93% increase, current trends so far for CY 2021 are showing spikes in thefts in Galveston county.

According to a National Insurance Crime Bureau (NICB)the largest rise in total vehicle thefts with keys reported by year was between 46,695 in 2014 and 57,096 in 2015, an increase of 22% (10,401 thefts). The 21% increase (12,255 thefts) between 2015 and 2016 and the 13% increase (8,726 thefts) between 2016 and 2017 is also notable. Though there were double digit increases in the total vehicle thefts with keys reported each year between 2014 and 2017, the increase in thefts reported between 2017 and 2018 was only 5% (3,834 thefts). (NICB "Forecast Report" March 19, 2019)

The auto theft issue defies all boundaries: jurisdictional, political, geographical or administrative. Because of the changing trends and complexity of the issue, the auto theft fight requires the cooperation, collaboration, and involvement of many stakeholders including the State of Texas. As the vehicle theft landscape continues to evolve, so must the search for innovative solutions to combat the activities of determined vehicle thieves.

- 2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Galveston County Auto Crimes Task Force has always worked assorted frauds involving vehicles. Certain types of fraud are increasing like title fraud from vehicles being stolen from dealerships and then they conduct a vin switch to sell with a bogus title. The vehicle is listed on various social media sites and a sale is made for thousands of dollars. The targeted victims are usually immigrants due to them dealing in cash. We have seen financial fraud from wrecker services selling vehicles, Insurance fraud, Odometer fraud, and Identity fraud or synthetic identity sales. Note: This is a new category to begin tracking for FY22 to be able to provide supporting data.

- 2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

Galveston County Auto Crimes Task Force has worked operations involving various gang organizations conducting thefts at numerous motor vehicle dealerships throughout Galveston and surrounding counties. The actors will go look at a vehicle and either copy keys or switch out key fobs to later return and steal the vehicle. Once they steal the vehicle they will list it on social media for sale and sell it before the dealership even knows it is stolen. They may also use it to go across the southern border for human smuggling or narcotic transport, commit other crimes, strip it for parts, or conduct a vin switch on it to resell. We have conducted inspections and recovered vin switches at the international ports on vehicles and heavy equipment. These vin switches are also related to insurance fraud cases involving vehicles.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

Objective

Through increased communication and collaboration with law enforcement agencies and interaction directly with citizens and civic groups, along with increased visibility through the LPR and crime prevention displays, we shall see a renewed reduction in the numbers of motor burglaries. Increased TCOLE training for officers should increase awareness of burglary interdiction shall have a positive impact.

Approaches

Functions Of Proposed Project

Operations and services are provided to all law enforcement agencies and citizens of Galveston County, and to areas outside of Galveston County on a request basis.

Since 2007, GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle burglary/parts. Investigators are specially trained in vehicle identification and investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional burglary investigation methods. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted five grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and have incorporated crime analysis and crime mapping to streamline operations and resources effectively.

Actions

Galveston County Auto Crimes uses various combinations of the following eight methods to combat burglary of motor vehicles and

parts:

1) *Investigation: Officers funded under MVCPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle burglary/parts investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.*

2) *Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of burglaries of motor vehicles/parts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with burglaries of motor vehicles.*

3) *Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles and parts of vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles/parts and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by MVCPA allows task force officers the means to identify most manufactured vehicles and trailers and their parts.*

4) *Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle burglary/parts with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The MVCPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle burglary/parts.*

5) *Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When vehicle parts are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicle parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.*

6) *Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles and parts to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen and/or parted out for international transport through ports. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft/parts.*

7) *Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who burglarize and steal motor vehicles/parts. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of thefts/burglaries and meet the statutory measures to increase recoveries of stolen vehicles/parts;*

increase clearance of cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle burglary/parts and theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle burglary/parts and theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle burglary/parts and theft.

9) Communication and collaboration: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary, including social media platforms, to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding auto burglaries, including stripped vehicles/parts, salvage switch parts, insurance fraud, and assorted fraud cases.

Provide direct and indirect investigative assistance to all law enforcement agencies regarding burglaries of vehicles/parts.

Provide assistance regarding patterns of criminal activity relating to burglaries of motor vehicle/parts.

Provide investigative assistance in any criminal activity committed in conjunction with burglaries of motor vehicles/parts to include gang activity, narcotics trafficking, etc.

Provide assistance to citizens and law enforcement agencies concerning complaints regarding burglaries of motor vehicles (this may include implementing operations, conducting surveillance and/or using bait to combat the activity)

Conduct inspections of vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in the investigation of citizen complaints involving Vehicle Storage Facilities in coverage area.

Assist requesting law enforcement agencies in coverage area regarding the execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding burglaries of motor vehicles.

Provide analytical assistance to all requesting law enforcement agencies pertaining to burglaries of motor vehicles.

Provide instructors and/or speakers to area civic organizations, school districts, Citizen Police Academies, In-service training, and

Basic Police Academies, and law enforcement agencies in the areas of crime prevention and probable cause development regarding burglaries of motor vehicles.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to burglaries of motor vehicles.

Assist in processing of recovered stolen evidence/parts related to burglaries of motor vehicles and/or provide assistance/training to requesting agencies regarding the processing of recovered evidence/parts.

Provide On-Call Agent 24 hours a day/7 days a week to assist law enforcement agencies in coverage area regarding burglaries of motor vehicles.

3.2 Functions of the proposed program related to motor vehicle theft.

Objectives

Changing trends in our area dictate that we must place a higher priority on crime prevention education and training initiatives, combined with crime analysis and mapping to reinforce operations targeting vehicles left with keys in them. Partnerships and presentations to apartments and neighborhood watch associations; homeowners associations; local businesses; and citizens police and sheriff's academy associations are made to educate and assist in crime prevention. Galveston County Auto Crimes Task Force will increase communication and training of crime prevention to law enforcement personnel. We will continue the increased visibility through static display of stripped vehicle displays.

Approaches

Functions Of Proposed Project

Since 1993 the GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle theft. Currently ACTF agents are specially trained in vehicle inspections/investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional auto theft investigative methods. Operations and services are provided to all law enforcement agencies and the citizens of Galveston County as well as the counties serviced on a request basis. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted four grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and has incorporated Crime analysis and crime mapping to streamline operations and resources effectively. Members of our task force remain vigilant in the fight against motor vehicle theft.

Actions

The task force uses various combinations of the following eight methods to combat motor vehicle theft:

- 1) *Investigation: Officers funded under MVCPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle theft investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.*
- 2) *Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of vehicle thefts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with motor vehicle thefts and associated gateway crimes. She regularly assists other MVCPA task forces and DPS auto theft investigators with secondary VIN locations, VIN decoding, rebuilding VINs and cross-referencing vehicles and components for positive identification of altered, burned, stolen and partially identified vehicles for investigations and 68A inspections.*
- 3) *Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by MVCPA allows task force officers the means to identify most manufactured vehicles and trailers as well as ATVs, boats, and heavy equipment.*
- 4) *Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle theft cases with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The MVCPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle theft.*
- 5) *Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When stolen vehicles are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicles and parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.*
- 6) *Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft.*
- 7) *Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who and steal motor vehicles. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of motor vehicle thefts and meet the statutory measures to increase recoveries of stolen vehicles; increase clearance of*

cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle theft.

9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary, including social media platforms, to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding commercial auto theft in coverage area to include stripping operations, salvage switch operations, and insurance fraud cases.

Provide direct and indirect investigative assistance to requesting law enforcement agencies regarding carjacking and vehicle arson incidents.

Provide assistance regarding patterns of criminal activity relating to vehicle crimes including unauthorized use of a motor vehicle, theft of motor vehicles including trailers, ATVs, 4 wheelers, boats/personal watercraft, and heavy equipment.

Provide investigative assistance in any criminal activity involving the use of stolen vehicles to include gang activity, narcotics trafficking, smuggling of persons and/or property, etc.

Assist citizens and law enforcement agencies concerning complaints regarding new and used car dealers in coverage area

Inspect vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in investigation of citizen complaints involving vehicle related business

Inspect in-bound and out-bound vehicles and heavy equipment at Port of Galveston and Port of Freeport in cooperation with the US Customs Service. Inspections will include Cargo Containers and RORO ships being used to export vehicles through the Port of Galveston and Port of Freeport.

Assist law enforcement agencies in coverage area regarding execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding vehicle crimes and other violations involving persons with a history of engaging in vehicle

crimes.

Provide analytical assistance to all requesting law enforcement agencies pertaining to vehicle crimes, organized criminal activity, and crimes involving serious bodily injury/death or the potential for serious bodily injury/death to any person [i.e. sexual assaults, kidnapping, murder, and serial offenses]

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to vehicle crimes.

Assist in processing of recovered stolen vehicles for evidence recovery where the recovering agency does not have sufficient personnel or additional circumstances exist limiting available personnel. ACTF will provide training to requesting agencies regarding the processing of recovered vehicles.

Provide on-call agent 24 hours a day / 7 days a week to assist requesting law enforcement agencies with investigating auto theft and/or surveillance of located vehicles, interviewing and processing of persons arrested in motor vehicle crimes, Lo-Jack tracking of stolen vehicle

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

Objectives

Galveston County Auto Crimes Task Force will continue taking referrals of title fraud, registration fraud, Insurance fraud, Odometer fraud, Vin fraud including vin switches and vin cloning, and Identify fraud sales and synthetic identity sales cases. We will also work with TxDMV Investigators in reference to fraudulent cases which are referred to GCACTF.

Approaches

1) Galveston County Auto Crimes Task Force will contact the the surrounding tax offices and assist them in any fraud related crimes are reported.

2) We will pursue title and registration fraud cases which come in on 68-A inspections which leaves unsuspecting victims due to dealing in cash sales.

3) Vin switches and vin cloning will be pursued which are located in 68-A inspections.

4) Identity fraud and synthetic fraud cases reported will be investigated.

5) Odometer fraud cases will be investigated which are referred by Tax offices.

Actions

All fraud cases will be investigated by Investigators which are referred or reported.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

Galveston County Auto Crimes Task Force will spend a great deal of time and effort conducting prevention and public awareness programs. We communicate with citizen and neighborhood groups and home owners associations, make appearances and presentations with our LPR, stripped vehicle display or crime prevention trailer at stock shows, county fairs, civic organizations, racing events, social media, and other public events; and provide public service announcements all in an effort to harden citizen targets against motor vehicle crimes through increased education and awareness. The task force provides brochures, give-aways and other printed material with MVCPA logos and Galveston County Auto Crimes Task Force identifiers for reference.

Galveston County Auto Crimes Task Force will provide instructors and/or speakers to area civic organizations, school districts, and law enforcement agencies in the areas of crime prevention, probable cause development regarding vehicle crimes, citizen police academies, in-service training, and basic police academies.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

The techniques utilized will be as follows:

Investigation:

Investigators will conduct investigations into proactive and reactive crimes by writing reports, examine reports, review and provide intelligence briefings, develop leads and witnesses, identify offenders and networks, identify and track organize criminal organizations, inform prosecutors and other agencies, develop sources of information from victims, informants and community members . These methods will result in recovered motor vehicles, arrest of actors, and clearance of active cases.

Identify vehicles:

Specialized trained auto theft investigators will use contacts and databases through the National Insurance Crime Bureau to identify vehicles which have been altered and unidentifiable. This collaborative effort will help in title transactions, motor vehicle crime prosecution, and recovery of stolen vehicles where criminals have worked to remove, conceal or change the vehicles identity.

Communicate and collaborate across jurisdictions:

Galveston County Auto Crimes Task Force perform investigations across local, state, jurisdictions. Investigators collaborate with local,

state, federal law enforcement agencies, vehicle manufactures, industry professionals, and TxDPS crime information centers. If crime patterns or suspects are identified the information is shared through intelligence briefings. Communication and Collaboration through the International Association of Auto Theft Investigators and Texas Association of vehicle theft Investigators, and Auto Burglary Theft prevention Authority has improved the effectiveness of the Task Forces to identify new trends by criminal enterprises.

Identify prolific offenders:

Prolific offenders are identified through analyzing data and offense reports, witness statements and intelligence briefings. Once identified it is found that prolific offenders commit a large proportion of thefts or burglaries of motor vehicles. Through collaboration with other agencies it can reduce thefts and burglaries of motor vehicles.

Technology:

Advancement in technology for bait vehicles, trailers, computer systems, and GPS trackers have giving the edge to law enforcement with this specialized surveillance equipment. These systems have increase the clearance rate of cases, recoveries of vehicles, and arrest of actors.

Port Enforcement:

Port inspections are crucial part of reducing auto theft from crossing international borders. Vehicles are transported to the international sea ports to be exported by Criminal organizations. These vehicles can be stolen containing U.S. Currency, weapons, and narcotics. Coordination and collaboration with Customs and U.S. Coast Guard have reduced the impact of such crimes by stopping the export of such items.

Public awareness and crime prevention

Educational and informational classes are put on throughout the year to educate the consumers on auto theft and motor vehicle burglary prevention.

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

Galveston County Auto Crimes Task Force investigators are assigned liaison areas throughout Galveston County and into surrounding and adjacent territories. Each area has several cities in the assignment. We conduct daily briefings to evaluate the current trends of motor vehicle burglary/parts and motor vehicle theft cases.

We will collaborate with participants including detectives and crime analysts from virtually each agency in our coverage area, and further covering the entire southeast region of Texas. ACTF and other MVCPA task forces and auto theft units in our region utilize this media to communicate activities in adjacent coverage areas, share intelligence, overlapping investigations, 68-A's for all adjacent counties and any requests for assistance. This collaboration method is invaluable in the fight against motor vehicle burglary/parts and

motor vehicle theft.

We further have weekly briefings with our in-house NICB Agent who works from our office one day per week. They notify us of activities and trends they see/work in surrounding areas which may cross into our coverage areas. They coordinate meetings, conference calls, and other communications with all affected jurisdictions in order to keep us all notified and corroborating efforts. Additionally, we participate in monthly meetings with Homeland Security (HAMOC) in LaPorte, Texas in reference to port activities involving motor vehicle, heavy equipment, imports and exports.

We will continue to follow up with reporting agencies and recovery agencies when working investigations where vehicle theft/burglaries were reported and/or recovered by another agency. These collaborations are vital to successfully investigate and prosecute.

Our analyst receives requests and provides assistance to other auto theft task forces, investigators, patrol officers, commercial vehicle enforcement officers, US marshals, federal agents, DPS troopers and other local, state, and federal agencies on a daily basis. These Analyst contacts/collaborations are invaluable due to receiving emerging motor vehicle theft trends found though out the State of Texas an beyond.

To prevent overlapping of contiguous taskforces to Galveston county we coordinate and collaborate with the area of jurisdictions. This is done by email, two way radio, phones and in person meetings. These activities are done on a daily, weekly, monthly basis as needed. We have collaboration meetings in reference to strategies for working complex cases which overlap in other jurisdictions so that overlapping does not occur.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

None

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Statutory Motor Vehicle Theft Measures Required for all Grantees.			

ID	Activity	Measure	Target
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
Statutory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	6
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	13
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	0

ID	Activity	Measure	Target
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	0
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	60
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	100
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	12
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	2
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	1000
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	350

ID	Activity	Measure	Target
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVTtheft investigations.	500
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	50
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	15
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	
1.3	Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	100
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	150
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	990
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	50
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies		
2.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	20

ID	Activity	Measure	Target
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	4
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	150
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	70
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	120
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	12

ID	Activity	Measure	Target
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	10
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	10
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	6
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	0
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	0
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	6
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	0
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	4
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	2
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	50

Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

An overall monthly report will be compiled and sent to the Sheriff to be available to the commissioners' court. This will be provided to MVCPA on a quarterly basis.

We maintain an in-house electronic long term calendar which we tentatively schedule operations, crime prevention activities, training events, 68-A Inspections and special projects outlined in our grant activities. We compile numbers of auto thefts and auto burglaries/parts monthly from each agency in our direct project area. These numbers are added to an excel spreadsheet that

documents the historical rise and fall of auto theft trends since 1991 and burglary trends since 2007. In FY22 we will be adding assorted frauds to this tracking method. We will continue to use this method to instantly evaluate whether we are meeting our goals to reduce auto theft and burglary, and also to note rising trends in specific areas.

We will use our goals, strategies and activities for monthly progress reports to evaluate if we are reaching our projected target activities. This will allow monthly assessment as to whether our activities are effective in our goal so that we can re-evaluate how we target the auto theft, assorted fraud, and burglary problems in our area. The data collected will be evaluated so criminal activity can be targeted so we can be more effective in crime reduction. The GCACTF will continue to document vehicle theft and burglary statistics to allow for easy and quick identification of statistical trends and comparisons to previous time periods and/or locations.

- 4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

Our analyst is called upon by officers and investigators with other agencies on a regular basis. As one of, if not the last auto theft analyst in the state, she is many times a last resort left to help identify vehicles, trailers, equipment, ATVs, boats and component parts. Although the assists provided do not directly affect the burglary and theft rates, they do sometimes help with the recovery rates and returning stolen property to rightful owners. Assists leading to recoveries is tracked through quarterly progress reports in the narrative sections. Other data being tracked pertains to the types of assistance calls received; for what kinds of agencies; and whether they are MVCPA funded. However a more targeted reporting method may be considered if more analysts become available with more funding, or if the data could prove useful to MVCPA administration.

TxGMS Standard Assurances by Local Governments

- ☐ We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Certifications

The certifying official is the authorized official, Mark Henry, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.



CITY COUNCIL AGENDA FORM

Meeting Date: September 6, 2022

Agenda item: _____

Prepared by: David Merryman

Reviewed by: _____

Department: FIRE Department

AGENDA ITEM DESCRIPTION:

Discussion/possible action relating to authorizing the execution of a contract for Emergency Medical Services Billing and Collections with Emergicon LLC.

ATTACHMENTS FOR REFERENCE



1. Contract attached for reference

STAFF BRIEFING:

The La Marque Fire department put out an RFP for EMS billing and as a result we received 5 proposals. of the 5 proposals received Emergicon LLC scored the best overall by 3 individual personnel scoring them independently

HISTORY:

Emergicon LLC. Is a Texas-based EMS billing and collections company with 170 clients in Texas alone. They are the preferred provider for 5 of the area EMS provides as well. The contract would be for 7% of all revenues collected by Emergicon on behalf of the city of La Marque.

TARGET IMPLEMENTATION: October 1st, 2022

SIGNIFICANT ACTION DATES: Oct.1st 2022 start onboarding with go live date around the end of December at end of the current contract.

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other -
Authorization to execute contract | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	
Other Funding	N/A

STAFF'S RECOMMENDATION:

Authorize the staff to execute contract with Emergicon LLC for Ambulance billing

FISCAL IMPACT: none at this time

RESOLUTION NO. R-2022-0064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING AN AGREEMENT WITH EMERGICON, LLC.

WHEREAS, the City of La Marque Texas desires to enter into a formal contract with
Emergicon LLC for emergency medical services billing.

WHEREAS, Emergicon LLC was selected after a formal bidding process was conducted
by the City of La Marque.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS
THAT:

The foregoing recitals are hereby found to be true and correct and are hereby
adopted by the City Council and made a part hereof for all purposes as findings of
fact.

The City Manager is authorized to enter into the agreement attached to this
Resolution as Exhibit 1.

The City Manager is authorized to execute any payments resulting from the
agreement.

In the event any clause, phrase, provision sentence, or part of this Resolution or the
application of the same to any person or circumstance for any reason be adjudged
invalid or held unconstitutional by a court of competent jurisdiction, it is the
intention of the City Council that the invalidity or unconstitutionality of the one or
more parts shall not affect, impair, or invalidate this Resolution as a whole or any
part or provision other than the part declared to be invalid or unconstitutional; and
the City Council of the City of La Marque, Texas, declares that it would have passed
each and every part of the same notwithstanding the omission of any such part thus
declared to be invalid or unconstitutional, whether there be one or more parts.

DULY PASSED by a majority vote of all members of the City Council of the City
of La Marque on the _____ day of September 2022.

Kierra Nance, TRMC
City Clerk

Keith Bell
Mayor

Business Associate Agreement
Between
City of La Marque, Texas
and Emergicon, LLC

This Business Associate Agreement (“Agreement”) between City of La Marque, Texas and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of City of La Marque, Texas in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e- PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to City of La Marque, Texas any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to City of La Marque, Texas without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;

5. Make PHI in a designated record set available to City of La Marque, Texas and to an individual who has a right of access in a manner that satisfies City of La Marque, Texas's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by City of La Marque, Texas, or take other measures necessary to satisfy City of La Marque, Texas's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to City of La Marque, Texas or an individual who has a right to an accounting within 60 days and as necessary to satisfy City of La Marque, Texas's obligations under 45 CFR §164.528;
8. To the extent that Emergicon, LLC is to carry out any of City of La Marque, Texas's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to City of La Marque, Texas when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of City of La Marque, Texas, available to the Secretary of the of Health and Human Services for purposes of determining Emergicon, LLC and City of La Marque, Texas's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if City of La Marque, Texas notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that City of La Marque, Texas has agreed to or is required to abide by under 45 CFR §164.522; and
11. If City of La Marque, Texas is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist City of La Marque, Texas in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of La Marque, Texas's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of La Marque, Texas agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of La Marque, Texas of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of La Marque, Texas of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of City of La Marque, Texas include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by City of La Marque, Texas to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by City of La Marque, Texas to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of City of La Marque, Texas.

D. Termination

1. City of La Marque, Texas may terminate this Agreement if City of La Marque, Texas determines that Emergicon, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to City of La Marque, Texas or destroy all PHI received from City of La Marque, Texas, or created, maintained, or received by Emergicon, LLC on behalf of City of La Marque, Texas that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this _____ day of _____, 2022

Emergicon, L.L.C.

City of La Marque, Texas

Signature: _____

Signature: _____

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this _____ day of _____, 2022, by and between Emergicon, LLC, a Texas limited liability corporation and City of Marque, a Texas municipality, ("Client").

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, nor will Client bill for any transport without first giving notice to Emergicon of its intent to do so. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), medical necessity certification statements (PCSs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as "assignment of benefits forms" or "signature forms"), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under

this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law.

Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall be the responsibility of Client, unless offset by a fee to the patient

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.
- c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;
- d. Accept reassignment of any benefits payable to Client;
- e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;
- f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

- a. Provide Emergicon with all Required Documentation, as set forth in

Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, basis for ALS dispatch, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not able to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client. Failure of Client to give the notice required by this section may result in Client having to refund paid claims; Client agrees and understands that any such refund will be the sole responsibility of Client and that any fee due from Client to Emergicon for the billing of such claims will remain due and payable to Emergicon regardless of Client's repayment obligation.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient

pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person or position, or official designee, authorized to represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMSIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software “bridge” as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

- i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.
- ii. Both parties agree that defense of breach or violation of the agreement by Client under this Section 4(q) does not constitute the Client’s incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client’s responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon (“Client-Provided Records”). Emergicon does not act as Client’s records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon’s possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon may forward such requests to Client for disposition. Emergicon may set a reasonable fee for such service and collect said fee

for the services set forth in this paragraph. Any such fee will be the obligation of the patient or the party requesting on their behalf, and Client will not be responsible for any failure of a patient or party to pay said fee.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90 day close-out period following the effective

termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90 day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

- i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.
- ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.
- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional Services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to

be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the

performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to seven percent (7.00%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of \$38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client allows Emergicon or places accounts with a 3rd party collection agency to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

e. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of \$1,500 for Medicare and \$500 for Medicaid, plus any fees assessed by the Centers for Medicare

& Medicaid Services.

f. The fees payable by Client to Emergicon shall be calculated and invoiced to Client on a periodic basis established by Emergicon in accordance with the receipts report generated by Emergicon.

g. Emergicon will retain any commissions owed net cash receipts collected for a given month received directly by Emergicon. Any invoices submitted to Client by Emergicon are subject to Net 30 terms from the date invoiced for any balance owed on accounts. Emergicon reserves the right to add simple interest at an annual rate of 18%, compounded daily, on all where Emergicon has not received payment within (30) days of the invoice date.

h. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

i. Client agrees to reimburse Emergicon for any and all sales tax liabilities that may arise as a result of this Agreement.

j. Client agree to reimburse \$35 for any checks returned for insufficient funds as a result of this Agreement.

k. Emergicon agrees to notify client sixty (60) days in advance of any automatic price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an

amount not less than \$4,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

f. It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in the paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed, or otherwise denied or down-coded to a lower level of service. In this situations, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based on the % fee set forth in paragraph 10.a. above.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to

Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

15. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

16. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware

or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Emergicon:

Emergicon, LLC.

PO Box 180446

Dallas, TX 75218

Phone: (972-602-2060)

Fax:(469) 602-5542

[client]:

City of La Marque Fire Dept

5715 Texas Avenue

La Marque, TX 77568

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving

Dallas County, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

22. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

23. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

24. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

25. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

26. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

27. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

28. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

29. Conflicts of Interests. Special Assessor represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

30. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, public health emergencies, or through acts of God.

31. Regulatory Changes. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would

cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

32. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON, LLC.

City of La Marque, Texas

By:

By:

Signature Date

Signature Date

Christopher Turner
Print Name

Print Name

President and CEO
Title

Title



CITY COUNCIL AGENDA FORM

Meeting Date: **September 6, 2022**

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding ratification of Payment to Premium Pumps in the amount of \$36,504.75

☒ X

ATTACHMENTS FOR REFERENCE

1. Purchase Order covering four (4) separate invoices.

STAFF BRIEFING:

- A Purchase Order dated July 20, 2022 was processed for payment which included four (4) separate invoices, all under \$25,000 each.
 - The Payment exceeded the City Manager's authority authorized by City Council of \$25,000; although the separate invoices were all less than \$25,000.
 - City Manager requested ratification of the payment, since it technically exceeded his authority to approve without Council authorization.
-
- City Attorney has reviewed and approved.
 - Finance Director has reviewed and approved.
 - City Manager has reviewed and approved.

HISTORY:

***Payment of Purchase Order # 221646 was made on July 22, 2022 Ck# 141590
Invoices were for various work completed between 5/19/22 - 6/20/22***

TARGET IMPLEMENTATION: N/A

SIGNIFICANT ACTION DATES: July 22, 2022



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	\$36,504.75
Acct. Name(s)	02-3012-24
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to ratify payment to Premium Pumps for \$36,504.75 for Purchase Order # 221646 covering four (4) separate invoices in the amounts of \$17,510, \$14,379, \$880, & \$3,735.75.

FISCAL IMPACT: \$36,504.75

RESOLUTION NO. R-2022-0067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS RATIFYING PAYMENT TO PREMIUM PUMPS FOR A TOTAL OF \$36,504.75

WHEREAS, Precision Pumps performed services for the City of La Marque on multiple occasions between the months of May and August 2022.

WHEREAS, the summation of the costs of the work provided exceeds the City Manager's authorized approval level of \$25000.

WHEREAS, the total amount to be paid is \$36,504.75.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The purchase of the bearing converter and associated repair described in the attached Exhibit 1 is ratified.

In the event any clause, phrase, provision sentence, or part of this Resolution or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Resolution as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of September 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



City of La Marque
1111 Bayou Road
La Marque, Texas 77568

PURCHASE ORDER

P.O. Number: 221646
Date: 07/20/2022

DELIVERY ADDRESS:
CITY OF LA MARQUE-PUBLIC WORKS
1111 BAYOU ROAD
LA MARQUE TX, 77568
Attn: RICK SAILLER

This is a confirmation: ☐
This is an order: ☐
PREMIUM PUMPS & CONTROLS
8510 SILVER LURE DR
HUMBLE TX, 77346
Attn: CHRIS CURRENCE

Delivery Date: 07/26/2022 Vendor No.: 100589

Item Nbr	QTY	Description	Account Number	UOM	Unit Amount	Total Amount
1	17,510.00	Emergency repair to Lift Station #14 (Please see comments)	02-3012-24-00		1.00	17,510.00
2	14,379.00	Emergency repair to Lift Station #14 Panel and Installation	02-3012-24-00		1.00	14,379.00
3	880.00	Troubleshoot pump at Volney Lift Station	02-3012-24-00		1.00	880.00
4	3,735.75	Emergency Labor, diesel fuel for the pump, heavy duty suction hose for Lift Station #15	02-3012-24-00		1.00	3,735.75
Conditions of Purchase						Grand Total: \$36,504.75

Delivery will be at vendors risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality. Transportation charges, if any, should be prepaid and added to the invoice.


7-21-22
Purchasing Agent

RECEIVED JUL 07 2022

REQ# 1772

PREMIUM PUMPS & CONTROLS, LLC

8510 Silver Lure Dr.
Humble, TX 77346 US
chris@premiumpumpscontrols.com
www.premiumpumpscontrols.com



INVOICE

BILL TO

CITY OF LA MARQUE

4916 Texas Avenue, Suite C

LA MARQUE, TX 77568

SHIP TO

CITY OF LA MARQUE

4916 Texas Avenue, Suite C

LA MARQUE, TX 77568

INVOICE 1923

DATE 05/10/2022

TERMS Net 30

DUE DATE 06/09/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
LABOR	LIFT STATION #14 LABOR WITH HELPER TO REMOVE ALL OLD DISCHARGE PIPE AND REPLACE PIPING FOR BOTH PUMPS AND REPAIR PUMP BASE - PIPE FITTINGS AND BOLT KITS - (1) 6" CHECK VALVE - (1) 6" PLUG VALVE - (1) 4" CHECK VALVE - (1) 4" PLUG VALVE	1	16,685.00	16,685.00
LABOR	4.21.2022 TEMP. FIX FOR THE LEAKING 4" PIPE PIPE AND FITTINGS. LABOR WITH HELPER	1	825.00	825.00

SUBTOTAL	17,510.00
TAX	0.00
TOTAL	17,510.00
BALANCE DUE	\$17,510.00

Pay invoice

[Signature]
(SB)
7/7/22

RECEIVED JUL 07 2022

PREMIUM PUMPS & CONTROLS, LLC

8510 Silver Lure Dr.
Humble, TX 77346 US
chris@premiumpumpscontrols.com
www.premiumpumpscontrols.com



INVOICE

BILL TO
CITY OF LA MARQUE
4916 Texas Avenue, Suite C
LA MARQUE, TX 77568

SHIP TO
CITY OF LA MARQUE
4916 Texas Avenue, Suite C
LA MARQUE, TX 77568

INVOICE 1951
DATE 06/17/2022
TERMS Net 30
DUE DATE 07/17/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
LABOR W/ HELPER	LA MARQUE L/S #14- PANEL AND INSTALLATION PANEL INCLUDES: 1. NEMA 4/3R Painted Steel Enclosure with 3Pt. Pad-Lockable Handle. (For an FRP Enclosure in Lieu of Painted Steel, Please Add \$1,140.00 to the Above Price.) 2. No Inner Door. 3. Distribution Blocks or Lugs. 4. Motor Circuit Breaker for Each Pump. 5. NEMA Rated Starters with Solid State Overloads. 6. Line Powered Control and Auxiliary Circuit Breakers. 7. 100 Watt Heater with T'Stat. 8. High Temp Terminals Only. (Jumper if Not Required.) 9. Relays and Timers as Required. 10. Solid State Alternator with Integral Lead Select Switch. 11. Elapsed Time Meter Each Pump. 12. 22mm Switches and LED Pilot Lights. a. Run Pilot Light Each Pump. b. Hand-Off-Auto Switch Each Pump. 13. 120VAC, 4 Float Operation. (Off, Lead, Lag, HL) 14. Top Mounted Red Lexan LED Alarm Light with Horn and Silence. 15. Field Terminals as Required. 16. UL508A Listed. NEW CONDUIT, PIPE, WIRE, FITTINGS, AND BOXES	1	13,894.00	13,894.00
FREIGHT SHIPPING	FREIGHT	1	485.00	485.00

Handwritten signature
(SB)
7/7/22

SUBTOTAL	14,379.00
TAX	0.00
TOTAL	14,379.00

BALANCE DUE **\$14,379.00**

Pay invoice

PREMIUM PUMPS & CONTROLS, LLC

8510 Silver Lure Dr.
Humble, TX 77346 US
chris@premiumpumpscontrols.com
www.premiumpumpscontrols.com

RECEIVED JUL 07 2022



INVOICE

BILL TO
CITY OF LA MARQUE
4916 Texas Avenue, Suite C
LA MARQUE, TX 77568

SHIP TO
CITY OF LA MARQUE
4916 Texas Avenue, Suite C
LA MARQUE, TX 77568

INVOICE 1957
DATE 06/20/2022
TERMS Net 30
DUE DATE 07/20/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
6132	LA MARQUE L/S #15- 6/1/22-6/28/22	1	2,175.00	2,175.00
	6" A/P PUMP, ESP, DSL DRIVEN			
620SB	6" X 20' HVY DUTY SUCT. HOSE :B	1	800.00	800.00
FUEL	DIESEL FUEL FOR THE PUMP	55	6.65	365.75
PICK UP CHARGE	LABOR CHARGE TO PICK UP PUMP	1	395.00	395.00

SUBTOTAL 3,735.75

TAX 0.00

TOTAL 3,735.75

BALANCE DUE **\$3,735.75**

Pay invoice

Handwritten signature and date:
L. Ay...
(S)
7/7/22

PREMIUM PUMPS & CONTROLS,
 LLC

8510 Silver Lure Dr.
 Humble, TX 77346 US
 chris@premiumpumpscontrols.com
 www.premiumpumpscontrols.com

RECEIVED JUL 07 2022



INVOICE

BILL TO
 CITY OF LA MARQUE
 4916 Texas Avenue, Suite C
 LA MARQUE, TX 77568

SHIP TO
 CITY OF LA MARQUE
 4916 Texas Avenue, Suite C
 LA MARQUE, TX 77568

INVOICE 1956
 DATE 06/20/2022
 TERMS Net 30
 DUE DATE 07/20/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
LABOR W/ HELPER	6/08/22- VOLNEY ST. L/S TROUBLESHOOT PUMP #1; HAD TO RESET BREAKER	4	220.00	880.00

SUBTOTAL	880.00
TAX	0.00
TOTAL	880.00
BALANCE DUE	\$880.00

Pay invoice

[Handwritten signature]
 (CB)
 7/7/22



CITY COUNCIL AGENDA FORM

Meeting Date: August 29, 2022

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding pertaining to ratification for Invoice from Kleen Environmental for Closed Circuit Televised (CCTV) inspections over the 2nd & 3rd Calendar Quarters in the amount of \$27,917.75

☒ X

ATTACHMENTS FOR REFERENCE:

1. Resolution

2. Invoice from Kleen Environmental - CCTV inspections.

STAFF BRIEFING:

- CCTV inspections are performed when Public Works determines that an interior defect may exist within the underground pipe creating backups and or possible Sanitary Sewer Overflows.
 - City Engineer has reviewed and approved.
 - City Attorney has reviewed and approved.
 - Finance Director has reviewed and approved.
 - City Manager has reviewed and approved.

HISTORY:

- Inspections were performed over a 3-month period; May - August
- 18 Sections were inspected.
- Invoice received on 8/5/22 (check has not been issued)

TARGET IMPLEMENTATION -

- September 6, 2022 City Council Meeting - Invoice Approval
- Subsequent evaluations and repairs - September - December

SIGNIFICANT ACTION DATES: Several requests for CCTV inspections May - August



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	\$27,917.75
Acct. Name(s)	Sewer Maintenance
Line Items #	02-3011-22
Other Funding	

STAFF'S RECOMMENDATION:

Motion to approve the expenditure for CCTV inspections by Kleen Environmental in the amount of \$37,917.75

FISCAL IMPACT: \$27,917.15

RESOLUTION NO. R-2022-0068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS RATIFYING PAYMENT TO KLEEN ENVIRONMENTAL FOR A TOTAL OF \$27,917.75

WHEREAS, Kleen Environmental performs Closed Circuit Televised (CCTV) inspections for the City.

WHEREAS, the summation of the costs of the work provided exceeds the City Manager's authorized approval level of \$25000.

WHEREAS, the total amount to be paid is \$27,917.75 for services provided during the second and third quarters of FY 21-22.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The purchase of the bearing converter and associated repair described in the attached Exhibit 1 is ratified.

In the event any clause, phrase, provision sentence, or part of this Resolution or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Resolution as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of September 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: **September 6, 2022**

Prepared by: R. Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Council approval of an emergency expenditure to install an estimated 600 feet of replacement waterline on Laurel Street. The project's estimated cost is \$65,000

☒

ATTACHMENTS FOR REFERENCE

- Plan diagram - Adico Engineering
- Engineer's Estimate Cost

STAFF BRIEFING:

- The 2022 Street Improvement Project is underway and a new intersection is planned for Laurel Street and 1st Street. There is an aged waterline under this section.
- City staff desires to replace this waterline to avoid future replacement.
- The waterline replacement was not included in the Street Improvement Project and was not considered for replacement prior to the Project.
- Time is limited to complete this task, design concept was developed and staff is seeking competitive bids in lieu of formal Request for Proposal process, which would require additional design expense and time to publish and award.
 - City Engineer reviewed and approved.
 - City Attorney reviewed and approved.
 - Finance Director reviewed and approved.
 - City Manager reviewed and approved.

HISTORY:

- Original Waterline installation date is estimated at 1970 or prior.

TARGET IMPLEMENTATION: September 1, 2022

SIGNIFICANT ACTION DATES: August 29, 2022



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	\$65,000
Acct. Name(s)	Repair & Maint Water System
Line Items #	
Other Funding	2020 CO Bond Capital Expense

STAFF'S RECOMMENDATION: Motion to approve emergency expenditure to replace existing eight-inch (8") waterline on Laurel Street and 1st Street in an estimated amount of \$65,000.

FISCAL IMPACT: \$65,000 - paid with 2020 CO Bond dedicated for Capital Improvements.

RESOLUTION NO. R-2022-0069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING AN EMERGENCY EXPENDITURE TO REPLACE WATERLINE ON LAUREL
STREET

WHEREAS, the City of La Marque Texas has identified approximately 600 feet of
waterline on Laurel Street that is aged and requires replacement.

WHEREAS, the City has a unique opportunity to resolve this issue as the 2022 Street
Improvement Project is underway and will also address this area.

WHEREAS, the City estimates approximately \$65,000 in costs to complete the
waterline replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS
THAT:

The foregoing recitals are hereby found to be true and correct and are hereby
adopted by the City Council and made a part hereof for all purposes as findings of
fact.

The City Manager is authorized to execute any payments resulting from the
aforementioned replacement project.

In the event any clause, phrase, provision sentence, or part of this Resolution or the
application of the same to any person or circumstance for any reason be adjudged
invalid or held unconstitutional by a court of competent jurisdiction, it is the
intention of the City Council that the invalidity or unconstitutionality of the one or
more parts shall not affect, impair, or invalidate this Resolution as a whole or any
part or provision other than the part declared to be invalid or unconstitutional; and
the City Council of the City of La Marque, Texas, declares that it would have passed
each and every part of the same notwithstanding the omission of any such part thus
declared to be invalid or unconstitutional, whether there be one or more parts.

DULY PASSED by a majority vote of all members of the City Council of the City
of La Marque on the _____ day of September 2022.

Kierra Nance, TRMC
City Clerk

Keith Bell
Mayor

**Laurel St. Waterline Rehabilitation
Laurel & First Street
PRELIMINARY COST ESTIMATE**

DATE: 8/25/2022

NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
SECTION A - GENERAL					
1	Mobilization	EA	1	\$5,000.00	\$5,000.00
				SUBTOTAL SECTION A	\$5,000.00

SECTION B - WATER LINE					
2	Bore 8-inch C900 PVC Water Line	LF	435	\$130.00	\$56,550.00
3	8-Inch PVC C-900 45° Bend	EA	4	\$510.00	\$2,040.00
4	8-inch Plug and Clamp	EA	1	\$900.00	\$900.00
5	8-inch Gate Valve & Box	EA	2	\$4,000.00	\$8,000.00
6	8-inch Wet Connection	EA	2	\$3,500.00	\$7,000.00
7	OSHA Trench Safety System	EA	435	\$1.00	\$435.00
8	Reconnect 2" water service leads	EA	2	\$2,500.00	\$5,000.00
				SUBTOTAL SECTION F	\$79,925.00

SECTION C - MISCELLANEOUS					
1	Traffic Control	LS	1	\$1,500.00	\$1,500.00
				SUBTOTAL SECTION I	\$1,500.00

Subtotal:					\$86,425.00
Contingency (15%):					\$12,963.75
GRAND TOTAL:					\$99,388.75

FLOODPLAIN:

PROPOSED WATERLINE ADJUSTMENT AT 1ST AND LAUREL ST

CITY OF LA MARQUE, TX

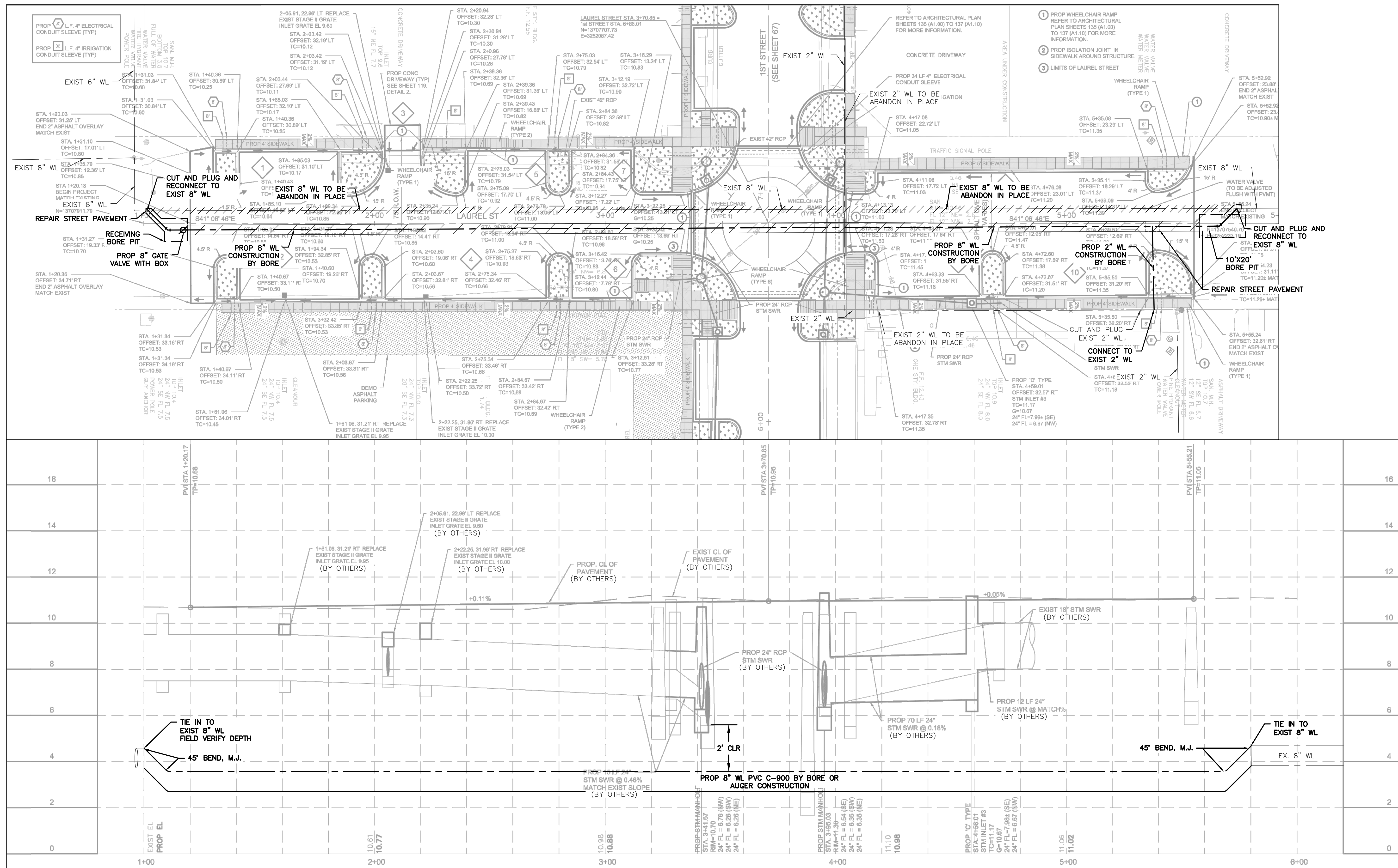
[illegible]

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
1ST AND LAUREL ST
LA MARQUE, TX 77568

PROPOSED 8
WATERLINE

ALLC PROJECT NO. 18100-12	SHEET NO.
DRAWN BY: JG	1
CHECKED BY: PN	
DRAWING SCALE:	
HORIZ: 1"=20'	
VERT: 1"=2'	
DATE PLOTTED: Aug 19,2022 - 11:24am	



RESOLUTION NO. R-2022-0070

A RESOLUTION RATIFYING APPROVAL OF A CONTRACT FOR REPAIRS TO THE GHP ELEVATED TANK IN THE CITY OF LA MARQUE, TEXAS

WHEREAS, The city Council of La Marque, Texas previously approved by motion on June 21, 2022 a contract repairs to the GHP Elevated Tank attached as Exhibit 1 (the "Contract").

WHEREAS, invoices under the Contract are now being submitted.

WHEREAS, the purchasing policy of the City of La Marque, Texas was amended after the Contract was approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The Contract is ratified in all respects and the City Manager is authorized to pay invoices under the Contract without further approval of the City Council.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the ____th day of September 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR

LA MARQUE ELEVATED STORAGE TANK RE-COATING
AT WATER STORAGE FACILITY NO. 6

ADICO PROJECT NO. 20100-18

MARCH 2021



TBPE FIRM NO. 16423
2114 EL DORADO BLVD., SUITE 400
FRIENDSWOOD, TX 77546
PH: 832-895-1093

LA MARQUE ELEVATED STORAGE TANK RE-COATING AT WATER STORAGE FACILITY NO. 6

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

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I. INVITATION TO BIDDERS

INVITATION TO BIDDERS

Sealed Bids, in duplicate, addressed to the Mayor and City Council, City of La Marque, La Marque, Texas, Galveston County, will be received at City Hall, 1111 Bayou Road, La Marque, TX 77568 until 2:00 P.M., Thursday, March 18, 2021, at which time bids will be publicly opened and read for furnishing all labor, material and equipment and performing all work for the construction of "La Marque Elevated Storage Tank Recoating at Storage Facility No. 6". The public opening and reading of sealed bids will be available in person in the Council Chambers (next door to City Hall), 1109-B Bayou Road and via Zoom Conference Meeting ID 894 8296 7905, Passcode 909780.

BIDS will be submitted in sealed envelopes upon the blank forms provided and marked in the upper left-hand corner "Bid for La Marque Elevated Storage Tank Recoating at Storage Facility No. 6" to be opened at 2:00 P.M., Thursday March 18, 2021. BIDS received after closing time will be returned unopened.

All BIDS shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and bidding documents may be secured by Civcast, www.civcastusa.com. Search City of La Marque.

Plans and/or Exhibits and Specifications may be examined at the following locations:

City of La Marque
City Hall
1111 Bayou Road
La Marque, TX 77568
Ph: 409-938-9202

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The Owner reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 2:00 P.M. on Thursday, March 11, 2021 in person at Public Works, Conference Room, 1500 Municipal Drive, La Marque, TX and via Zoom Conference and via Zoom Conference Meeting ID 842 2485 1270, Passcode 401659 in accordance with the Instructions to Bidders.

By submitting a bid, Bidder agrees to promote and actively pursue diversity and inclusion. This may be accomplished by any or all of the following or similar actions: actively contacting historically underutilized businesses beyond what is required by law in order to encourage participation as a subcontractor, requiring subcontractors to agree to this provision or a similar requirement, and promoting diversity and inclusion through organizational values, inclusive hiring practices and employee training. A copy of the Bidder's diversity and including plan should be included in Bidder's proposal as an appendix.

II. INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the EJCDC Standard General Conditions (1990 Edition) of these Contract Documents have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1. Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2. Issuing Office - the office from which the Bidding Documents are prepared and where the bidding procedures are to be administered. For this project the issuing office is ADICO Consulting Engineers.

1.3. Successful Bidder - the most qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.4. Owner - the Owner is understood to be **City of La Marque**. Funding for the project will be provided in accordance with the terms and conditions described in the Special Conditions of Agreement.

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents, as stated in the Invitation to Bidders, may be obtained from www.civcastusa.com, search: City of La Marque.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening, upon Owner's request, detailed written evidence such as financial data, proposed sub-contractors, present commitments, previous experience, equipment lists, evidence of authority to conduct business in the State of Texas and other such data as required to evaluate the Bidder's capability to perform the Work described in the Bidding Documents.

4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2. Reference is made to the Supplementary Conditions for identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may not rely upon the data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

4.2.2. Copies of such subsurface reports will be made available by Owner to any Bidder on request. Those reports are not part of the Contract Documents and are not a warranty of surface or subsurface conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" contained therein. Bidder acknowledges that Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the soils, surface, and subsurface investigations that have been prepared by others and disclaim responsibility for Bidder's interpretation of or conclusions or opinions drawn from such reports, e.g., without limitations, projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water. Bidder is expected to examine the site and such reports and then decide for itself the character of the materials to be encountered.

4.3. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof or for Bidder's interpretation of or conclusions or opinions drawn from such information and data. The Contractor is advised to coordinate closely with Engineer and Operator prior to the commencement of any underground construction activities. Such information and data is not a part of the Contract Documents and is not a warranty of subsurface conditions.

4.4 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

4.6 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by the Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide, to each Bidder for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.

4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, method, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract

Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. Interpretations and Addenda.

6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda. All parties recorded by the Engineer as having received the Bidding Documents will be called and the addendum will be mailed or transmitted by electronic facsimile. The eligible party has the option to pick up the addendum at the Engineer's Office and sign required documentation list. Questions received less than 72 hours prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7. Bid Security.

7.1. Each Bid must be accompanied by Bid security made payable to the Owner in the amount of five percent (5%) of the total bid amount and shall be in the form of a cashier's check or bid bond.

7.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security (as approved by Owner's attorney) and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

8. Contract Times.

The number of days (working days) within which, or the dates by which, the Work is to be completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. Substitutes and "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a Substitutes or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until

after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the Special Specifications.

11. Subcontractors, Suppliers and Others.

11.1. If the Supplementary Conditions require or if the Owner requests the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute without an increase in price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next most qualified, responsible, and responsive Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

11.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

12. Bid Form.

12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from the office of ADICO Consulting Engineers.

12.2. All blanks on the Bid Form must be completed in ink or by typewriter.

12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5. All names must be typed or printed in ink below the signature.

12.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

12.7. The address and telephone number for communications regarding the Bid must be shown.

12.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

12.9. The bid price shall include such amount as the Bidder deems proper for overhead and profit.

12.10 By submitting a bid, Bidder agrees to promote and actively pursue diversity and inclusion. This may be accomplished by any and all of the following or similar actions: actively contacting historically underutilized businesses beyond what is required by law in order to encourage participation as a subcontractor, requiring subcontractors to agree to this provision or a similar requirement, and promoting diversity and inclusion through organizational values, inclusive hiring practices and employee training. A copy of the Bidder's diversity and including plan should be included in Bidder's proposal as an appendix.

13. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Invitation to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids not received by the time or at the location specified will be returned unopened to the Bidder.

14. Modification and Withdrawal of Bids.

14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be retained by the Owner. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

16. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for **sixty (60) days** after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

17. Award of Contract.

17.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.2. In evaluating Bids, Owner will consider the proposal of Bidders, compliance with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3. Owner may consider the proposal and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

17.5. If the contract is to be awarded, it will be awarded to the most qualified, responsible, and responsive Bidder whose evaluation by Owner indicates to Owner that the award will be most advantageous to Owner and result in the best and most economical completion of the Project.

17.6. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

18. Contract Security.

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

19. Signing of Agreement.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

20. Mandatory Pre-bid Conference.

A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bidders. Representatives of Owner and Engineer will be present to discuss the project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

21. Retainage.

An amount equal to ten percent of the amount of each monthly estimate (in accordance with current state laws) will be retained by the Owner until final payment under the Contract is approved and a certificate of final completion has been issued for the Work.

22. Permits.

The successful bidder shall be responsible for obtaining all required permits, including, but not limited, to the following:

Permit for construction within existing City of La Marque street right-of-way, as applicable.

23. Locations for Examining Contract Documents.

Bidders may examine the contract documents for these contracts at the office City of La Marque, City Hall, 1111 Bayou Road, La Marque, TX 77568, Ph: 409-938-9202 and at www.civcastusa.com.

24. Workers' Compensation Insurance Coverage.

(A) Definitions

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (B) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, §401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- (C) The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
- (D) If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner, showing that the coverage has been extended.
- (E) The Contractor shall obtain from each person providing services on the project, and provide to the Owner:
- (1) a certificate of coverage, prior to that person beginning work on the project, so that the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (F) The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (G) The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (H) The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- (I) The Contractor shall contractually require each person with whom it contracts to provide service on a project to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011 (44) for all its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should known, of any change that materially affects the provision of coverage of any person providing service on the project; and
 - (7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7), with the certificate of coverage to be provided to the person for whom they are providing services.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

25. Sales Tax Exemption.

Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and, accordingly, Contractor shall not collect Texas sales and use taxes from Owner with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to the Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas Sales and use taxes.

26. Labor Classification and Minimum Wage Scale.

- A. Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall determine the general prevailing wage rate received by the classes of workers employed on projects similar to this project and shall specify in the call for bids and in the Contract the applicable minimum wage rates. The statute further provides that the Contractor or Subcontractors shall pay, as a penalty, to the Owner Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. The Owner is authorized to withhold from the Contractor the amount due under Contract.

The statute likewise requires that the Contractor and Subcontractors keep an accurate record of the name and occupations of all persons employed by them in the construction of the Project and to show the actual per diem wages paid to each worker. These records are open to the inspection of the Owner.

- B. **Labor Classification and Minimum Wage Scale:** Use the latest edition of City of Houston Prevailing Wage Rates in effect at the time the bids were received.

III. BID

BID

LA MARQUE ELEVATED STORAGE TANK RE-COATING AT WATER STORAGE FACILITY NO. 6

City of La Marque, TX
111 Bayou Road
La Marque, Texas 77568

CONTRACTOR: CFG Industries LLC
(Legal Name of Company)
ADDRESS: 22535 Magnolia Hills Dr Magnolia, TX 77354
County: Montgomery
TELEPHONE: 281-259-7244 FAX: 281-259-8503
E-MAIL: dcadriel@cfgcoatings.com - jhowen@cfgcoatings.com

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **sixty (60) days** after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within **seven (7) days** after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined, carefully studied, and understands all the terms and conditions set forth in the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
<u>1</u>	<u>03/10/21</u>	<u>D.C</u>
<u>2</u>	<u>03/15/21</u>	<u>D.C</u>
<u>3</u>	<u>03/17/21</u>	<u>D.C</u>
<u>4</u>	<u>03/25/21</u>	<u>D.C</u>

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER will complete the Work in accordance with the Contract Documents for the following prices: (see attached bid form.)

BIDDER agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **60 calendar days** after the date when the Contract Times commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The prescribed Bid Security in the form of a **Cashier's Check / Bid Bond** is attached to and made a condition of this Bid.

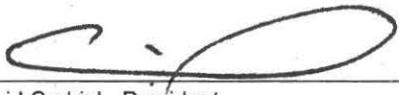
Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on March 25, 2021.
State Contractor License No. _____

INDIVIDUAL:

(individual) _____ (Seal)
doing business as _____
Business Address _____
Business Phone _____

PARTNERSHIP:

By (firm)  _____ (Seal)
(General Partner) David Cadriel - President
Business Address 22535 Magnolia Hills Dr Magnolia, TX 77354
Business Phone 281-259-7244

CORPORATION:

By (corp.) _____ (Seal)
State of Incorporation _____
By (person authorized) _____
Title _____

Attest (Secretary) _____
Business Address _____
Business Phone _____
Date of Qualification to do business is _____

JOINT VENTURE:

By (name) _____ (Seal)
Address: _____
By (name) _____ (Seal)
Address: _____

Address & Phone No. for official communications:

BID PROPOSAL
LA MARQUE ELEVATED STORAGE TANK RE-COATING
AT WATER STORAGE FACILITY NO. 6
ADICO PROJECT NO. 20100-18

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
1.	Mobilization/Payment/ Performance Bonds/Permits & Fees	EA	1	\$ <u>30,000</u>	\$ <u>30,000</u>
2.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal and replacement of metal pedestrian door and frame of the La Marque Elevated Storage Tank located at Water Storage Facility No. 6, includes surface preparation and painting.	LS	1	\$ <u>4,500</u>	\$ <u>4,500</u>
3.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for weld preparation, surface preparation and coating of all interior dry areas of the La Marque Elevated Storage Tank located at Water Storage Facility No. 6 with 3-coat Zinc/Epoxy System for a total dry film thickness of 10.5 mils per specification. Includes pipe supports, platforms, walkways, ladders and ladder rungs, hatches, manways. Excludes piping and underside of bowl.	LS	1	\$ <u>98,000</u>	\$ <u>98,000</u>
4.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for weld preparation, surface preparation and coating of interior piping and underside of bowl ONLY , of the La Marque Elevated Storage Tank located at Water Storage Facility No. 6 with 3-coat Traditional Zinc/Epoxy System for a total dry film thickness of 12.0 mils per specification.	LS	1	\$ <u>16,000</u>	\$ <u>16,000</u>
5.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for weld preparation, surface preparation and coating of the exterior areas of the La Marque Elevated Storage Tank located at Water Storage Facility No. 6 with 4-coat Fluoropolymer/Urethane/Epoxy/Zinc system for a total dry film thickness of 8.5 mils per specification. Includes valves, piping and appertenances.	LS	1	\$ <u>260,000</u>	\$ <u>260,000</u>

BID PROPOSAL
LA MARQUE ELEVATED STORAGE TANK RE-COATING
AT WATER STORAGE FACILITY NO. 6
ADICO PROJECT NO. 20100-18

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
6.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for weld preparation, surface preparation and coating of the interior immersion service areas of the La Marque Elevated Storage Tank located at Water Storage Facility No. 6 with 2-coat High-Build, Zinc/Epoxy system for a total dry film thickness of 14.5 mils per specification.	LS	1	\$ <u>100,000</u>	\$ <u>100,000</u>
7.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to remove and replace 12" Butterfly Valve located at piping assembly at exterior of tank. Includes painting to match existing piping as close as possible.	EA	2	\$ <u>3,000</u>	\$ <u>6,000</u>
8.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to remove and replace 8" Check Valve located at piping assembly at exterior of tank. Includes painting to match existing piping as close as possible.	EA	1	\$ <u>2,800</u>	\$ <u>2,800</u>
9.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to remove and replace 8" Butterfly Valve located at piping assembly at exterior of tank. Includes painting to match existing piping as close as possible.	EA	2	\$ <u>2,000</u>	\$ <u>4,000</u>
10.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to fill gap between elevated storage tank's ring foundation and floor slab with non-shrink grout.	LS	1	\$ <u>1,200</u>	\$ <u>1,200</u>
11.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform miscellaneous repairs to catwalk, kick plate, tank roof, roof vent collar, hatch neck and interior ladder including ladder rungs.	LS	1	\$ <u>15,000</u>	\$ <u>15,000</u>
12.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to remove and replace 30" x 30" bowl access hatch cover and 30" riser pipe roof access hatch.	LS	1	\$ <u>4,500</u>	\$ <u>4,500</u>

Bid Sheet Must Be Initialed By
Same Person Who Signs Proposal:
(Initial) D.C

BID PROPOSAL
LA MARQUE ELEVATED STORAGE TANK RE-COATING
AT WATER STORAGE FACILITY NO. 6
ADICO PROJECT NO. 20100-18

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
13.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to paint logo on exterior surface of elevated storage tank.	LS	1	\$ <u>9,000</u>	\$ <u>9,000</u>
14.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to clean, remove and replace "condensate ceiling" located below bowl. Includes replacement of all piping connections, complete in place.	LS	1	\$ <u>20,000</u>	\$ <u>20,000</u>
SUBTOTAL BASE BID ITEMS					\$ <u>571,000</u>

SUPPLEMENTARY BID ITEMS

15.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for extra steel repair after blasting, complete in place. All thicknesses.	LB	1,000	\$ <u>6</u>	\$ <u>6,000</u>
16.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for extra 12" steel pipe, complete in place	LF	150	\$ <u>100</u>	\$ <u>15,000</u>
17.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for "Interior Grinding", complete in place	HR	100	\$ <u>60</u>	\$ <u>6,000</u>
18.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for "Pit Welding" per square inch, complete in place	SQ IN	200	\$ <u>10</u>	\$ <u>2,000</u>
19.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for "Seam Welding" per linear foot, complete in place	LF	100	\$ <u>40</u>	\$ <u>4,000</u>
20.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for "Pit Filling" per linear foot, complete in place	GAL	20	\$ <u>150</u>	\$ <u>3,000</u>
21.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for "Additional Tank Ventilation/Dehumidification", complete in place	WK	2	\$ <u>2,500</u>	\$ <u>5,000</u>

Bid Sheet Must Be Initialed By
Same Person Who Signs Proposal:
(Initial) D.C

BID PROPOSAL
LA MARQUE ELEVATED STORAGE TANK RE-COATING
AT WATER STORAGE FACILITY NO. 6
ADICO PROJECT NO. 20100-18

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SUBTOTAL SUPPLEMENTARY BID ITEMS					\$ <u>41,000</u>
TOTAL BASE BID					\$ <u>612,000</u>

ALTERNATE BID ITEMS

A1	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for weld preparation, surface preparation and coating of the interior immersion service areas of the La Marque Elevated Storage Tank located at Water Storage Facility No. 6 with 3-coat traditional Zinc/Epoxy system for a total dry film thickness of 12.0 mils. (Substitute for item No. 6 above)	LS	1	\$ <u>95,000</u>	\$ <u>95,000</u>
A2	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for weld preparation, surface preparation and coating of all interior dry areas of the La Marque Elevated Storage Tank located at Water Storage Facility No. 6 with 2-coat Zinc/Epoxy System for a total dry film thickness of 6.5 mils as specified. Includes pipe supports, platforms, walkways, ladders and ladder rungs, hatches, manways, piping and underside of bowl. (Substitute for item No. 3 & 4 above)	LS	1	\$ <u>106,000</u>	\$ <u>106,000</u>
A3	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for weld preparation, surface preparation and coating of the exterior areas of the La Marque Elevated Storage Tank located at Water Storage Facility No. 6 with 3-coat Standard Urethane system for a total dry film thickness of 8.5 mils as specified. Includes valves, piping and appertenances. (Substitute for item No. 5 above)	LS	1	\$ <u>290,000</u>	\$ <u>290,000</u>
A4	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to remove and replace "condensate ceiling" located below bowl. Includes replacement of all piping connections, complete in place.	LS	1	\$ <u>20,000</u>	\$ <u>20,000</u>

TOTAL AMOUNT WITH ALTERNATE BID ITEMS \$ 511,000



For All the Commitments You Make®

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

CFG Industries, LLC

, Principal and

Continental Casualty Company

Surety, are held and firmly bound unto

City of La Marque

, Obligee, in the sum of

Five Percent (5%) of the Greatest Amount Bid----

Dollars (**\$5% of G.A.B.**)

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

La Marque Elevated Storage Tank Re-coating at Water Storage Facility No. 6

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated **March 18, 2021**

CFG Industries, LLC

(Principal)

By:

David Cadriel, President

(Seal)

Continental Casualty Company

(Surety)

By:

Beverly A. Ireland
Beverly A. Ireland, Attorney-in-Fact



For All the Commitments You Make®

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Sue Kohler, David R Groppell, Beverly A Ireland, Sharen Groppell, Roxanne G Brune, Sharon Cavanaugh, Kurt A Risk, Francine Hay, Gloria Villa, Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 1st day of August, 2016.

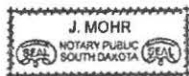


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of August, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 18th day of March, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at:

CNA Surety
333 South Wabash
Chicago, IL 60604

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company:

CNA Surety
333 South Wabash
Chicago, IL 60604

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
2500 City West Blvd. Suite 2400
Houston TX 77042

CONTACT NAME: Dolores Garza
PHONE (A/C, No, Ext): 713-780-6178 **FAX (A/C, No):** 212-948-6278
E-MAIL ADDRESS: dolores.garza@marshmma.com

INSURED
CFG Industries, LLC
22535 Magnolia Hills Drive
Magnolia TX 77354

CFGINDUS2

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Crum & Forster Specialty Insurance Co	44520
INSURER B:	Texas Mutual Insurance Company	22945
INSURER C:	Travelers Lloyds Insurance Company	41262
INSURER D:	State Automobile Mutual Insurance Co	25135
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1074701754**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	EPK133173	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	10012042CA	12/21/2020	12/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EFX116389	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001297873	11/30/2020	11/30/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Floater			QT6608071X030	11/30/2020	11/30/2021	Limit 6,000,000
A	Contractors Pollution Liability			EPK133173	11/30/2020	11/30/2021	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Auto Liability & Excess Liability policy includes a Blanket Additional Insured endorsement that provides additional insured status for ongoing and completed operations only where such status is required by a written contract. The General Liability, Auto Liability, Excess Liability and Workers' Compensation policies include a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract. The "Primary and Non-contributory" wording is included in the General Liability Additional Insured Endorsement where there is a written contract that requires such status. 30 day notice of cancellation applies per IL0275 0101 and ten (10) days notice for non payment of premiums. Excess Liability policy is "follow form" over the underlying policies.

Re: ADICO Job #20100-18, Construction of La Marque Elevated Storage Tank Re-coating At Water Storage Facility No. 6.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of La Marque
City Hall
111 Bayou Road
La Marque, TX 77568

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brett Herrington

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IV. STANDARD FORM OF AGREEMENT

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of August 9, 2021 by and between **City of La Marque, a home- municipality** (hereinafter called OWNER) and CFO Industries LLC, hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Construction of
LA MARQUE ELEVATED STORAGE TANK RE-COATING AT WATER STORAGE FACILITY NO. 6**

Contract Amount: \$ 612,000

Article 2. ENGINEER.

The project has been designed by Adico, LLC Consulting Engineers, 2114 El Dorado Blvd., Suite 400, Friendswood, Texas 77546 (832-895-1093), who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

The Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **60 calendar days** after the date when the Contract Times commence to run.

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the above paragraph, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in ascertaining and proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified in the above paragraph for completion and readiness for final payment. OWNER and CONTRACTOR agree that such amount is a reasonable forecast of the damages OWNER will sustain per day that the work remains uncompleted. OWNER shall have the option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from the CONTRACTOR or its Sureties, at CONTRACTOR'S expense.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the Bid Proposal and any subsequent change orders thereto.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and Supplemental Conditions.

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and in conformance with the procedures described in the General Conditions. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and on the number of units of each bid item completed). Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data".

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not a warranty of surface or subsurface conditions, and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of the information and data relating to surface or subsurface conditions or with respect to Underground Facilities at or contiguous to the site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

1. This Agreement and Special Conditions of Agreement
2. Exhibits to this Agreement
3. Performance, Payment, and other Bonds identified
4. Invitation to Bidders
5. Instructions to Bidders
6. Notice to Proceed
7. General Conditions
8. Supplementary Conditions
9. Standard and Special Specifications
10. Construction Plans
-Westwood Subdivision Drainage Improvements
11. Addenda
12. CONTRACTOR'S Bid
13. Documentation submitted by CONTRACTOR prior to Notice of Award
14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. INDEMNITY PROVISIONS.

THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS ATTACHED TO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER THE LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF THE WORK.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS, AND ALL OTHER ATTACHMENTS TO THIS AGREEMENT AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL ATTACHMENTS HERETO AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS, OR ANY OTHER ATTACHMENTS TO THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

Article 9. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, successors, assigns, and legal representatives to the other party hereto, its officers, directors, shareholders, partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

By executing this Agreement, Contractor agrees to promote and actively pursue diversity and inclusion. This may be accomplished by any or all of the following or similar actions: actively contacting historically underutilized businesses beyond what is required by law in order to encourage participation as a subcontractor, requiring subcontractors to agree to this provision or a similar requirement, and promoting diversity and inclusion through organizational values, inclusive hiring practices and employee training. Contractor further agrees to comply with the diversity and inclusion plan submitted with Contractor's bid/proposal documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on August 9, 2021 (which is the effective date of the Agreement).

OWNER: City of La Marque

By: 

Attest: Robi Eldridge

Address for giving notices:

1111 Bayou Rd.
LA Marque, TX 77568

CONTRACTOR:

By: _____

(CORPORATE SEAL)

David Cadrrel, President

Attest: _____

Joshua Hansen, CFO

Address for giving notices:

_____ CFG Industries, LLC _____

_____ 22535 Magnolia Hills Drive _____

_____ Magnolia, TX 77354 _____

License No. _____

Agent for service of process: _____ DAVID R. GROPPPELL _____

38 HILDENE WAY
SPRING, TX 77382

V. PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS: That CFG Industries, LLC (Contractor), of the City of Magnolia, County of Montgomery and State of Texas, as Principal, and Continental Casualty Company, authorized under the Laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of La Marque (Owner), in the penal sum of Six Hundred Twelve Thousand and No/100 (\$612,000.00) for the payment whereof, the said Principal and Surety bind themselves, and their respective officers, directors, shareholders, partners, heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, 2021, for construction of:

LA MARQUE ELEVATED STORAGE TANK RE-COATING AT WATER STORAGE FACILITY NO. 6

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 Documents and the Plans and Specifications related thereto, then this obligation shall be void; otherwise to remain in full force and effect;

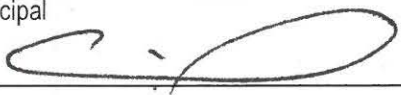
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway 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 the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument ____ day of _____, 2020.

CFG Industries, LLC

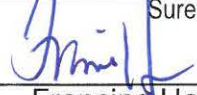
Principal

BY: TITLE: President

ADDRESS:

22535 Magnolia Hills DriveMagnolia, TX 77354Continental Casualty Company

Surety

BY: Francine HayTITLE: Attorney-in-Fact

PHYSICAL ADDRESS:

5151 San Felipe, Suite 1200Houston, TX 77056

MAILING ADDRESS:

5151 San Felipe, Suite 1200

Houston, TX 77056

TELEPHONE: 832-389-0221

LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:

1446582

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

David Groppell, 2500 City West Blvd, Suite 2400, Houston, TX 77042

VI. PAYMENT BOND

PAYMENT BOND

Bond No. 30127633

STATE OF TEXAS

COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS: That CFG Industries, LLC (Contractor), of the City of Magnolia, County of Montgomery, and State of Texas, as Principal, and Continental Casualty Company, authorized under the Laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of La Marque (Owner), in the penal sum of Six Hundred Twelve Thousand and No/100 (\$612,000.00) for the payment whereof, the said Principal and Surety bind themselves, and their respective officers, directors, shareholders, partners, heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2020 for construction of:

LA MARQUE ELEVATED STORAGE TANK RE-COATING AT WATER STORAGE FACILITY NO. 6

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 CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material 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 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Statute 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 work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway 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 the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument ___ day of _____, 2020.

CFG Industries, LLC

Principal

BY: _____

TITLE: President

ADDRESS:

22535 Magnolia Hills Drive

Magnolia, TX 77354

Continental Casualty Company

Surety

BY: _____

Francine Hay
TITLE: Attorney-in-Fact

PHYSICAL ADDRESS:

5151 San Felipe, Suite 1200

Houston, TX 77056

MAILING ADDRESS:

5151 San Felipe, Suite 1200

Houston, TX 77056

TELEPHONE: 832-389-0221

**LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:**

1446582

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

David Groppell, 2500 City West Blvd, Suite 2400, Houston, TX 77042

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

David R Groppell, Sharon Cavanaugh, Beverly A Ireland, Roxanne G Brune, Sharen Groppell, Kurt A Risk, Francine Hay, Gloria Villa, Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 21st day of June, 2021.



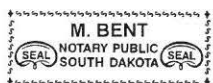
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of , .



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

D. Johnson

Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at:

CNA Surety
333 South Wabash
Chicago, IL 60604

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company:

CNA Surety
333 South Wabash
Chicago, IL 60604

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

VII. MAINTENANCE BOND

MAINTENANCE BOND

(Not Required)

VIII. CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT

CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ the _____ of _____
("CONTRACTOR"). CONTRACTOR has performed labor and furnished materials pursuant to that certain
Contract entered into on the _____ day of _____, 2021, by and between
CONTRACTOR and City of La Marque, ("OWNER") for the erection, construction, and completion of certain
improvements and/or additions upon the following described premises, to wit:

LA MARQUE ELEVATED STORAGE TANK RE-COATING AT WATER STORAGE FACILITY NO. 6

The undersigned, being by me duly sworn, states upon oath that the materials supplied in connection with
CONTRACTOR's Application for Partial Payment No. _____, dated _____ (the "Application Date"), represents
the actual cost of sound materials that have been or will be fabricated into the Work in compliance with the agreed to
plans and specifications (and all authorized changes thereto).

The undersigned further states that as of the Application Date, CONTRACTOR has paid all bills and claims
for materials supplied in connection with the aforesaid Partial Payment, and that there are no outstanding unpaid bills
or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind
against OWNER or the property where the labor and/or materials were installed, including, without limitation, any liens
or potential liens, which CONTRACTOR may have as a result of, or in connection with, the labor and/or materials
supplied in connection with the aforesaid Partial payment.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly authorized to
sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall bind
CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and its
legal representatives, successors, assigns.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the
statements contained herein that a partial payment under said Contract is being made, and in consideration of the
disbursement of said partial payment by OWNER.

CONTRACTOR HEREBY AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER SAFE AND
HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER
WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING
OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE
APPLICATION DATE.

Executed this ____ day of _____, 2021.

CONTRACTOR

By: _____
Name Printed: _____
Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 2021, to certify which, witness my hand and seal of office.

Notary Public, State of Texas
Notary's Name Printed:

My commission expires: _____

IX. CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT AND BILLS PAID

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT AND BILLS PAID

STATE OF TEXAS §

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared _____
the _____ of _____
("CONTRACTOR"), party to that certain Contract entered into on the _____ day of _____,
2021 and City of La Marque ("OWNER") for the erection, construction, and completion of certain improvements and/or
additions upon the following described premises, to wit:

LA MARQUE ELEVATED STORAGE TANK RE-COATING AT WATER STORAGE FACILITY NO. 6

Said party being by me duly sworn states upon oath that the said improvements (and the labor and materials
supplied in connection therewith) have been erected and completed in a good and workmanlike manner and in full
compliance with the above referred to Contract and the agreed plans and specifications therefore.

CONTRACTOR further states that he has paid in full all bills and claims for materials furnished and labor
performed on said Contract and that there are no outstanding unpaid bills or claims for labor performed or materials
furnished upon said job.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly
authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall
bind CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and
its legal representatives, successors, assigns.

THIS AFFIDAVIT IS BEING MADE BY THE UNDERSIGNED REALIZING THAT IT IS IN RELIANCE UPON
THE TRUTHFULNESS OF THE STATEMENTS CONTAINED HEREIN THAT FINAL AND FULL SETTLEMENT OF
THE BALANCE DUE ON SAID CONTRACT IS BEING MADE, AND IN CONSIDERATION OF THE DISBURSEMENT
OF FUNDS BY OWNER, DEPONENT EXPRESSLY WAIVES AND RELEASES LIENS, CLAIMS, AND RIGHTS TO
ASSERT A LIEN ON SAID PREMISES AND AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER
SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY
CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY
FEES, ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIAL USED OR
ASSOCIATED WITH CONSTRUCTION OF IMPROVEMENTS ON THE ABOVE-DESCRIBED PREMISES.

CONTRACTOR

By: _____

Name Printed: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____ 2021, to certify which, witness my hand and seal of office.

Notary Public, State of Texas
Notary's Name Printed:

My commission expires: _____

X. CONTRACTOR CERTIFICATION OF COMPLETION

**CERTIFICATION OF COMPLETION
(By CONTRACTOR)**

We hereby certify that the Work on the Project "**La Marque Elevated Storage Tank Re-Coating At Water Storage Facility No. 6**" has been completed in substantial compliance with the PLANS and TECHNICAL SPECIFICATIONS.

CONTRACTOR

By: _____

Title: _____

Date: _____

XI. STANDARD GENERAL CONDITIONS

STANDARD GENERAL CONDITIONS

The Standard General Conditions of the EJCDC, 1990 Edition, of these Contract Documents with all current revisions are made a part of these Contract Documents with the same force and effect as though bound herein.

Copies may be examined at the office of Adico, LLC - Consulting Engineers.

XII. SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8) (1990 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. To the extent of a conflict between the standard General Conditions and these Supplementary Conditions, these Supplementary Condition Control.

SC-1 The terms used in the Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) have the meanings assigned to them in the General Conditions.

SC-2.1 Delete Paragraph 2.1 of the General Conditions in its entirety and insert the following in its place:

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and insurance as CONTRACTOR may be required to furnish in accordance with Article 5, as amended by these Supplementary Conditions.

SC-2.7 Delete Paragraph 2.7 of the General Conditions in its entirety.

SC-4.2 There's no geotechnical report.

Contractor may not rely upon the data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such subsurface reports will be made available by Owner to Contractor on request. Those reports are not part of the Contract Documents and are not a warranty of surface or subsurface conditions. Contractor is responsible for any interpretation or conclusion drawn from any "technical data" contained therein. Contractor acknowledges that Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the soil, surface, and subsurface investigations that have been prepared by others and disclaim responsibility for Contractor's interpretation of or conclusions or opinions drawn from such reports, e.g., without limitation, projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water. Contractor is expected to examine the site and such reports and then decide for itself the character of the materials to be encountered.

Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof or for Contractor's interpretation of or conclusions or opinions drawn from such information and data. The Contractor is advised to coordinate closely with Engineer and Operator prior to the commencement of any underground construction activities. Such information and data is not a part of the Contract Documents and is not a warranty of subsurface conditions.

SC-4.4 Delete Paragraph 4.4 of the General Conditions in its entirety and insert the following in its place:

OWNER will supply construction staking to establish both reference points and layout for the project. CONTRACTOR shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall give a minimum of two working days notice to the survey company employed by the OWNER when requesting staking services and a minimum of 4 working hours notice to the survey company employed by the OWNER for cancellation of scheduled staking services. The CONTRACTOR will pay for any re-staking charges due to CONTRACTOR'S lack of protection for established survey points, and for any charges resulting from CONTRACTOR'S improper cancellation of scheduled staking services. The OWNER shall have the option to deduct and withhold the amount of any re-staking charges and charges for improper cancellation of scheduled staking services from any monies due to the CONTRACTOR or recover such amount from the CONTRACTOR or the CONTRACTOR'S surety at the CONTRACTOR'S expense.

SC-4.5.4 Delete Paragraph 4.5.4 of the General Conditions in their entirety.

SC-4.5.5 Delete Paragraph 4.5.5 of the General Conditions in their entirety.

SC-5.1 Delete Paragraph 5.1 of the General Conditions in its entirety and insert the following in its place:

The successful bidder must submit, within **7 days** after the date of the Owner's Notice of Award, Payment and Performance Bonds on the forms furnished, in the amount of 100% of the total contract price. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by laws or regulations or the Contract Documents. The surety company issuing Payment and Performance Bonds, and a Maintenance Bond (if so required by these Supplementary Conditions), must (a) be authorized to do business in the State of Texas as evidenced by licensing through the State Board of Insurance; (b) be authorized to issue Payment and Performance Bonds, and Maintenance Bonds (if so required by these Supplementary Conditions), in the amount required for the contract as indicated by the records of the State Board of Insurance; (c) for contracts over \$100,000, the surety must also hold a certificate of authority from the United States Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law ("Certificate of Authority") or have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a Certificate of Authority; and (d) have a rating of at least "B+" in the current Best's Key Rating Guide or, if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570.

If the surety company does not have a rating in Best's Key Rating Guide and is eligible to participate in the surety bond program of the Small Business Administration, the Payment and Performance Bonds, and the Maintenance Bond (if so required by these Supplementary Conditions) issued by such surety, in addition to the criteria set out above, also must meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury with respect to Performance and Payment Bonds, and Maintenance Bonds (if so required by these Supplementary Conditions), for federal jobs, including specifically the rules related to the underwritten limitation.

The person executing the Payment and Performance Bonds, and the Maintenance Bond (if so required by these Supplementary Conditions), must be licensed as a Texas Local Recording Agent through the State Board of Insurance as required by the laws of the State of Texas and such licensing must be recorded in the files of the State Board of Insurance.

The person executing the Payment and Performance Bonds, and the Maintenance Bond (if so required by these Supplementary Conditions), must hold an appointment from the surety company to execute Payment and Performance Bonds, and the Maintenance Bond (if so required by these Supplementary Conditions), and bind such surety, and such appointment must be recorded in the office of the State Board of Insurance.

SC-5.3.1 Delete Paragraph 5.3.1 of the General Conditions in its entirety and insert the following in its place:

All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

SC-5.3.2 Delete Paragraph 5.3.2 of the General Conditions in its entirety and insert the following in its place:

CONTRACTOR shall deliver to OWNER, within 7 days after the date of Owner's Notice of Award, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any additional insured) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

SC-5.4 Delete Paragraph 5.4 of the General Conditions in its entirety and insert the following in its place:

1. INSURANCE.

- a. Procurement. Contractor shall procure and maintain in force and effect during the Work the insurance described in the Contract Documents, procure such endorsements as may be necessary to cause Contractor's insurance to comply with the Contract Documents, and shall obtain such other casualty insurance as Contractor may deem necessary for protection of potential liabilities or Contractor's property. If Contractor fails to procure and maintain in force the insurance required, Owner may, but is not required to, procure the same at Contractor's sole expense. In all events, Contractor shall be liable for all loss caused by its failure to comply with these requirements.

Provision of the required insurance coverages and the actual certificates is a condition precedent to the obligations of Owner under the Contract Documents, and if Contractor shall at any time fail to provide the required insurance coverages, such failure shall constitute a material breach of Contractor's obligations under this Contract.

Contractor agrees to procure and to maintain in full force and effect, at Contractor's sole expense, insurance of the types set forth below, underwritten by insurance companies satisfactory to Owner and having an A.M. Best's Rating of not less than "A- VII":

- i. Workers' Compensation and Employers' Liability. Contractor shall carry statutory Workers' Compensation Insurance covering Contractor's employees in compliance with all requirements of the Texas Workers' Compensation Act, as further described in these Special Conditions below. Contractor shall also carry Employer's Liability Insurance in an amount not less than the following:

Each Accident	\$1,000,000
Each Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

- ii. General Liability Insurance. Contractor shall carry general liability insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, including Personal and Advertising Injury, the products and completed operations hazards, broad form property damage liability, and the explosion, collapse and underground hazards, as respects all operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than:

General Aggregate (Limit to apply per project)	\$ 2,000,000
Products Comp/Ops Aggregate	\$ 1,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- iii. Automobile Liability Insurance. Contractor shall carry Automobile Liability Insurance on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form promulgated by the Insurance Services Office, on all owned or hired autos, as well as non owned autos, in an amount not less than \$1,000,000 combined single limit, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence.
- iv. Excess Liability Insurance. Contractor shall carry Excess Liability Insurance that follows the form of the underlying primary liability insurance required by Sections 1.a.ii and 1.a.iii, in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such excess liability insurance shall name Owner and Engineer as additional insureds in accordance with Section 1.b.i, and shall contain language waiving or otherwise relinquishing any "other insurance" limitation or right of contribution by other insurance that may be maintained by Owner or Engineer.
- v. Builder's Risk Insurance. Contractor shall procure Builder's Risk insurance for any projects or work that include above-ground improvements (including without limitation, water well(s), water plants(s), potable and non-potable water pump stations, wastewater treatment plant(s), but not including underground water, sanitary sewer and storm sewer lines) in the amount of the total Contract Price, and shall name Owner and Contractor as insureds, as their respective interests may appear. If Owner elects to request that Contractor obtain Builder's Risk insurance through a broker designated by Owner, then Contractor shall procure such insurance as Owner may direct, and Owner shall reimburse Contractor the actual cost of the difference in premiums, if any, for such insurance without markup and the insurance offered by Contractor. In

the event Owner elects to pursue a claim under any applicable Builder's Risk Policy, Contractor shall cooperate with Owner, the insurer, and their agents and representatives in investigating the loss in question or in asserting or substantiating the claim or in investigating the loss in question.

- vi. Pollution Liability. Insurance for preparatory work related to potentially contaminated areas, if required, in the amount required by Owner.
- vii. Crossings. Whenever Work under the Contract involves construction activities that require the Contractor's employees, agents, subcontractors, equipment and/or materials to cross or temporarily occupy railroad, gas or other utility properties and tracks, the Contractor shall secure and maintain in his own name the types of insurance in the minimum amounts as required by owners of such properties issued by companies satisfactory to the Owner and the owner of such properties.

b. Required Endorsements.

- i. Additional Insured. To the fullest extent allowed by applicable Laws and Regulations, Contractor shall name the Indemnified Parties as additional insureds to the same extent as Contractor is required to indemnify the Indemnified Parties pursuant to the Contract Documents. Such additional insured coverage shall be to the full extent of the limits of liability on all policies of liability insurance (other than Worker's Compensation and Employers' Liability insurance) maintained in force or procured by Contractor during the Work, and shall cause such insurance to provide, if necessary by endorsement, that each such policy shall respond as primary insurance and shall not contribute with or apply as excess over any other valid and collectible other insurance that may be maintained by Owner or Engineer. In addition, Contractor shall cause the insurance required by Sections 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v to provide or be endorsed to provide that such insurance applies separately to each insured against whom claim is made or suit is brought.
- ii. Waiver of Subrogation. Inasmuch as Owner and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against the Indemnified Parties, Contractor agrees to cause of all its policies of insurance maintained in force or procured by Contractor during the Work to provide, if necessary by endorsement, that each such insurer fully waives subrogation against Owner and Engineer. The insurance as to which subrogation waiver is required includes, but is not limited to, that required by Sections 1.a.i, 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v. Contractor hereby waives and releases all Claims it may have against the Indemnified Parties to the extent any of such Claims are covered by insurance required to be furnished by Contractor or any Subcontractors hereunder, whether or not Contractor actually obtains such insurance, and EVEN IF SUCH CLAIMS ARISE OUT OF, RELATE TO OR ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT, HOWEVER CHARACTERIZED, OR STRICT LIABILITY WITHOUT REGARD TO FAULT, OF AN INDEMNIFIED PARTY.
- iii. Notice of Modification/Cancellation. All policies for which any Indemnified Parties are named insureds or additional insureds shall be endorsed to require

the insurer to provide such named insured and additional insureds with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract. For policies on which an Indemnified Party is neither a named insured nor an additional insured, Contractor shall provide such Indemnified Party with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract.

iv. Indemnified Parties include:

City of La Marque

- c. Deductibles. Any and all deductibles, or self-insured retentions, of all insurance policies maintained by Contractor, including insurance required hereunder, shall be assumed by, for the account of, and at the Contractor's sole risk and expense, and shall not be billed to or payable by Owner.
- d. Certificates of and Proof of Insurance. Contractor shall furnish Owner with certificates of insurance showing Contractor's procurement of the insurance required hereunder, in compliance with Applicable Laws and Regulations. Contractor agrees to review each certificate, and hereby warrants to Owner the accuracy of all information shown on each Certificate furnished. In addition, Contractor, upon request, shall promptly:
 - i. Permit Owner to inspect the originals of all required insurance at the offices of Contractor or its insurance broker;
 - ii. Provide copies of all required insurance to Owner; and
 - iii. Authorize Owner to communicate directly (by telephone, email, or in person) with Contractor's insurance broker for the purpose of verifying Contractor's compliance with these requirements or to answer questions concerning Contractor's insurance.
- e. Claims-Made Insurance. If the insurance required hereunder is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of Contractor's performance hereunder.
- f. Insolvency of Insurer and Reinstatement of Impaired Limits. In the event of the insolvency of any insurer underwriting any insurance required hereunder, Contractor shall replace such insurance with insurance meeting the requirements hereof. In the event that the required aggregate limits of liability of any insurance required hereunder are reduced or impaired by 50% or more, then Contractor shall give Owner prompt notice of the impairment and promptly cause such impaired limits to be reinstated to the required limits.
- g. Subcontractors' Insurance. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any

part of the work hereunder, to procure and to maintain in full force and effect insurance of the types and amounts, and meeting the requirements described in Sections 1.a.i, 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v and of 1.b.i and 1.b.ii above. In addition, subcontractors shall comply with Section 1.a.v, if applicable.

- h. Term of Required Insurance. All terms of these insurance requirements shall survive termination of this Contract and shall continue until thirty (30) calendar days after completion of all Work or services to be provided hereunder, including the performance of any warranty work. In addition, Contractor shall maintain in force and effect completed operations coverage under the insurance policies required by paragraphs 1.a.ii and 1.a.iv, and any "claims-made" coverage within paragraph 1.e, for a minimum of two (2) years after Final Completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.
- i. No Waiver by Owner. Contractor's failure to provide insurance as required hereunder, or Contractor's failure to supply certificates of insurance that comply with Section 1.d, above, or the failure of Owner to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of these provisions, or deficiencies in the insurance obtained, shall not constitute a waiver by Owner of any of the these insurance requirements, or a waiver of any other terms and conditions of this Contract, including Contractor's obligations to defend, indemnify, and hold harmless Owner, as required herein.
- j. Minimum Limits. The foregoing insurance requirements are minimum requirements intended to benefit Owner and Engineer, shall not be interpreted to limit Contractor's liability to Owner in any manner whatsoever; and, are separate from and independent of Contractor's other obligations under this Contract, including Contractor's obligations to defend, indemnify and hold harmless Owner.

2. WORKER'S COMPENSATION INSURANCE COVERAGE.

a. Definitions:

- 1. Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 2. Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 3. Persons providing services on the project ("subcontractor" in §406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or

materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all

employees of the person providing services on the project, for the duration of the project;

3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

SC-5.6 Amend the first sentence of Paragraph 5.6 of the General Conditions to read as follows:

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

and as so amended the other Paragraphs under Paragraph 5.6 remain in effect.

Add the following language at the end of Paragraph 5.6 of the General Conditions:

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this Paragraph 5.6 shall comply with the requirements of Paragraph 5.8 of the General Conditions.

SC-5.6.1 Delete Paragraph 5.6.1 of the General Conditions in its entirety and insert the following in its place:

include the interests of OWNER, ENGINEER, ENGINEER'S Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

SC-5.7 Delete Paragraph 5.7 of the General Conditions in its entirety and insert the following in its place:

CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, ENGINEER, ENGINEER'S Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

SC-5.8 Delete Paragraph 5.8 of the General Conditions in its entirety and insert the following in its place:

All policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with Paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice by certified mail from insurance company has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.11.

SC-5.9 Delete Paragraph 5.9 of the General Conditions in its entirety and insert the following in its place:

OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts. The risk of loss within such deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

SC-5.10 Delete Paragraph 5.10 of the General Conditions in its entirety.

SC-5.11 Amend the heading for Paragraph 5.11 of the General Conditions to read as follows:

Waiver and Release of Rights:

SC-5.11.1 Delete Paragraph 5.11.1 of the General Conditions in its entirety and insert the following in its place:

All policies purchased in accordance with Paragraphs 5.6 and 5.7 will protect OWNER, ENGINEER, ENGINEER'S Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insured or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. CONTRACTOR waives all rights against OWNER, ENGINEER, ENGINEER'S

Consultants, and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance; and, in addition, waives all such rights against ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused.

SC-5.11.2 Amend the first sentence of Paragraph 5.11.2 of the General Conditions to read as follows:

In addition, CONTRACTOR waives all rights against OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them for:

and as so amended the other Paragraphs under Paragraph 5.11.2 remain in effect.

Amend the last sentence of Paragraph 5.11.2 of the General Conditions to read as follows:

Any insurance policy maintained by CONTRACTOR covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

SC-5.11.2.1 Delete Paragraph 5.11.2.1 of the General Conditions in its entirety and insert the following in its place:

loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to any property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured; and

SC-5.12 Delete Paragraph 5.12 of the General Conditions in its entirety and insert the following in its place:

Any insured loss under the policies of insurance required by Paragraphs 5.6 and 5.7 will be made payable directly to each of the insureds and additional insureds.

SC-5.13 Delete Paragraph 5.13 of the General Conditions in its entirety.

SC-5.14 Delete Paragraph 5.14 of the General Conditions in its entirety and insert the following in its place:

If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the OWNER party shall so notify the CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by Paragraph 2.7. CONTRACTOR shall provide to the OWNER such additional information in respect of insurance provided as the OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to execution of the Contract, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the OWNER may elect to obtain equivalent Bonds or insurance to protect OWNER's interests at the expense of the CONTRACTOR who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

SC-5.15 Delete Paragraph 5.15 of the General Conditions in its entirety.

SC-6.1 Delete the first sentence of Paragraph 6.1 and substitute the following in lieu thereof:

Contractor shall supervise and direct the Work, using the Contractor's best skill and attention, in a good and workmanlike manner and in the best and most expeditious and economical manner consistent with the interests of the Owner, shall exercise the degree of care, skill and diligence in the performance of the Work in accordance with and consistent with industry standards for similar circumstances, shall utilize its best skill, efforts and judgment in furthering the interests of Owner, and shall furnish efficient business administration and supervision (the Contractor's "Standard of Care").

SC-6.3 Amend the first sentence of Paragraph 6.3 of the General Conditions to read as follows:

CONTRACTOR shall provide competent, suitably qualified personnel to construct the Work as required by the Contract Documents.

and as so amended Paragraph 6.3 remains in effect.

SC-6.11 Amend Paragraph 6.11 to include the following:

CONTRACTOR SHALL AT ITS COST INDEMNIFY, DEFEND, AND SAVE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF THE DEMANDS OF PERSONS SUPPLYING LABOR AND/OR MATERIALS FOR THE WORK, AS THOSE TERMS ARE DEFINED IN CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE. Contractor shall furnish satisfactory evidence that all obligations for labor and materials have been satisfied in the form of an Affidavit of Bills Paid as set forth in these Contract Documents. If Contractor fails to provide an affidavit as to any laborer or supplier, then Owner may, at Owner's option, pay directly any unpaid sums otherwise due to Contractor under this Contract or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to Contractor shall be resumed in full in accordance with the terms of this Contract. In no event shall the provisions of this paragraph be construed to impose any obligation upon Owner by either Contractor or its Surety.

SC-6.12 Delete Paragraph 6.12 of the General Conditions in its entirety and insert the following in its place:

INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

- (A) Contractor shall not furnish or provide to Owner any Materials or Work that infringes a third party's intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like). Contractor shall not disclose or provide to Owner any information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas which Contractor does not own or otherwise have the right to disclose or provide to Owner.
- (B) Contractor represents and warrants that the Materials and the Work shall be free from third party claims of ownership and that Owner's right to own, use, or otherwise disclose such Materials and Work shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- (C) Contractor represents and warrants to Owner that all information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas disclosed or provided to Owner shall be free from third party claims of ownership and that Owner's right to own, use or otherwise disclose such information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- (D) Contractor represents and warrants that all processes or methods utilized by Contractor to provide its services to Owner are free from infringement of third party intellectual

property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like) and that all products provided by Contractor to Owner are free from third party claims of infringement of intellectual property rights, including allegations that the product infringes the claims of the United States process patent in violation of the Process Patents Amendment Act of 1988. Contractor shall cooperate fully and promptly with Owner with respect to any notice of infringement or request for disclosure or response to a request for disclosure generated or received by Owner in connection with Contractor's Work pursuant to the Process Patents Amendment Act of 1988. To the extent that Contractor obtains products from third parties which it intends to provide to Owner, Contractor shall obtain agreements from Contractor's vendors to cooperate in connection with requests for disclosure generated or received by Owner pursuant to the Process Patents Amendment Act of 1988.

- (E) **CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ALL LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION BROUGHT BY THIRD PARTIES (AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES OR JUDGMENTS SUSTAINED OR INCURRED BY OWNER IN CONNECTION THEREWITH, INCLUDING THE COSTS OF INVESTIGATION AND REASONABLE ATTORNEYS FEES) ARISING OUT OF OR RELATING TO: (I) CONTRACTORS BREACH OF ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING INTELLECTUAL PROPERTY RIGHTS; (II) ALLEGATIONS THAT OWNER, BY USE OF THE MATERIALS, EQUIPMENT, OR THE WORK, INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (WHETHER IT BE CLAIMS OF IMPROPER USE OF CONFIDENTIAL INFORMATION, PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR THE LIKE); (III) ALLEGATIONS THAT A THIRD PARTY OWNS INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS DESCRIBED OR PROVIDED BY CONTRACTOR TO OWNER; (IV) ALLEGATIONS THAT OWNER'S OWNERSHIP OR USE OF INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS DISCLOSED OR PROVIDED BY CONTRACTOR TO OWNER INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (V) ALLEGATIONS THAT THE PROCESSES UTILIZED BY CONTRACTOR IN PROVIDING ITS SERVICES TO OWNER INFRINGE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS (INCLUDING A VIOLATION OF THE PROCESS PATENTS AMENDMENT ACT OF 1988); OR (VI) THE COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY OWNER IN ENFORCING THE INTELLECTUAL PROPERTY INDEMNITY INCLUDED IN THIS PARAGRAPH. THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL APPLY EVEN IF THE THIRD PARTY ALLEGES OR ESTABLISHES THAT OWNER WAS PARTIALLY NEGLIGENT OR OTHERWISE AT FAULT (E.G., WITHOUT LIMITATION, THAT OWNER WAS NEGLIGENT IN RETAINING CONTRACTOR'S SERVICES AND ACCEPTING MATERIALS, EQUIPMENT, WORK, INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS FROM CONTRACTOR, OR THAT OWNER WAS NEGLIGENT IN FAILING TO ASCERTAIN WHETHER THE MATERIALS, EQUIPMENT, WORK, INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS INFRINGED THE RIGHTS OF THIRD PARTIES). IF USE OF ANY PART OF SUCH EQUIPMENT, MATERIAL OR PROCESS IS LIMITED OR PROHIBITED, CONTRACTOR SHALL, AT ITS SOLE EXPENSE, PROCURE THE NECESSARY LICENSES TO USE THE INFRINGING EQUIPMENT, MATERIAL OR PROCESS, OR THE OWNER MAY, AT ITS OPTION, (1) ALLOW THE CONTRACTOR, WITH THE OWNER'S PRIOR WRITTEN APPROVAL, TO REPLACE SAME WITH SUBSTANTIALLY EQUAL BUT NOT INFRINGING EQUIPMENT, MATERIALS OR PROCESSES, OR MODIFY SAME TO BE NONINFRINGING; PROVIDED THAT ANY SUCH SUBSTITUTE OR MODIFIED EQUIPMENT, MATERIALS OR PROCESS SHALL MEET ALL THE REQUIREMENTS AND BE SUBJECT TO ALL THE PROVISIONS OF THIS CONTRACT, PROVIDED THAT SUCH REPLACEMENT OR MODIFICATIONS SHALL NOT MODIFY OR RELIEVE THE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS CONTRACT; OR (2) OWNER MAY CANCEL THE CONTRACT.**

SC-6.13 Add the following language at the end of Paragraph 6.13 of the General Conditions:

The Construction Drawings and Special Specifications include a Storm Water Pollution Prevention Plan in accordance with TCEQ requirements. The Contractor shall be responsible for obtaining permit coverage under the TCEQ's Construction Storm Water General Permit for all phases of project construction, and shall be further responsible for all activities necessary to initially meet and thereafter continuously maintain strict compliance with such permit as well as all applicable rules of TCEQ relating to Storm Water discharges (including, but not limited to, implementing the best management practices set forth in the Storm Water Pollution Prevention Plan for this project.

SC-6.14.1 Add the following language at the end of Paragraph 6.13 of the General Conditions:

Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this project and shall specify in the call for bids and in the Contract the minimum wage rates which shall be paid for each type of worker. This statute further provides that the Contractor or Subcontractors shall pay, as a penalty, to the Owner Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. The Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract.

The statute likewise requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them in the construction of the Project and to show the actual per diem wages paid to each worker. These records are open to the inspection of the Owner.

The Prevailing Wage Rate Scale that applies to this Contract is attached in the Invitation to Bidders.

SC-6.14.3 Add Paragraph 6.14.3 as follows:

Contractor shall at all times observe and comply with federal, state, and local laws, ordinances, and regulations which in any manner affect this Contract of the Work; **INDEMNIFY AND SAVE OWNER HARMLESS AGAINST ANY CLAIM ARISING FROM VIOLATION OF ANY SUCH LAWS OR ORDINANCES WHETHER BY CONTRACTOR, ITS EMPLOYEES, AGENTS, PERMITTEES, OR LICENSEES**; and notify Owner promptly upon discovery of any instance of failure to comply with applicable laws, ordinances, and regulations.

SC-6.15 Add the following language at the end of Paragraph 6.15 of the General Conditions:

Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and, accordingly, Contractor shall not collect Texas sales and use taxes from Owner with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition,

Contractor and all subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to the Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas Sales and use taxes.

Contractor shall pay, when due, all taxes, fees, and contributions imposed by reason of prosecution of the Work **AND SHALL PROTECT, INDEMNIFY, AND HOLD OWNER HARMLESS FROM LIABILITY RESULTING FROM FAILURE TO MAKE TIMELY PAYMENT OF THESE AMOUNTS AND COMPLY WITH THE REPORTING, FILING, OR OTHER PROCEDURAL REQUIREMENTS WITH RESPECT TO PAYMENT.** Interest, penalties, or other liabilities arising from failure to make payments shall not be reimbursed to Contractor.

SC-6.20 Amend Paragraph 6.20 to include the following:

Contractor shall develop a written safety program, including provisions for trench safety, applicable to the Premises and to the Work, and enforce the safety program to the Work at all times. Further, Contractor shall comply with all applicable laws and regulations, including but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Contractor's employees. Contractor shall have complete and sole responsibility for protecting the safety and health of its employees and subcontractors and all other persons.

Contractor shall notify Owner, by telephone with prompt confirmation in writing, of lost time injuries and fatalities that occur on the Premises in connection with any work being performed under this Contract and shall provide Owner with reports of injuries and fatalities as Owner shall deem necessary, including, but not limited to, copies of all reports or other documents filed or provided in connection with injuries or fatalities to Surety or Contractor's insurers or the State of Texas.

No provision on this paragraph shall be interpreted as enlarging any legal duty the Owner may have to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or as altering the status of Contractor as an independent contractor.

The Contractor shall include sufficient compensation in his bid for trench and project safety systems in accordance with all applicable local, state, and federal law, including, but not limited to, OSHA and all proposed OSHA rules and regulations published in the Federal Register related to trench and project safety systems if such are more stringent than rules and regulations of official record. All trench and project safety systems shall be designed by the Contractor's Registered Professional Engineer. The Contractor's Registered Professional Engineer shall be registered in the State of Texas.

The Construction Drawings, prepared by ADICO Consulting Engineers, do not extend to or include designs or systems pertaining to the safety of the Contractor or its employees, agents or representatives in the performance of the Work. The seal of ADICO Consulting Engineer's Registered Professional Engineer(s) on the BID DOCUMENTS AND SPECIFICATIONS OR CONSTRUCTION DRAWINGS or any written explanatory matter thereof, as prepared by ADICO Consulting Engineers does not extend to any such trench or project safety systems that may be necessary in the Contractor's completion of the Work.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS FROM ANY AND ALL DAMAGES, COSTS (INCLUDING WITHOUT LIMITATIONS, LEGAL FEES, COURT COSTS, AND THE COST OF INVESTIGATION), JUDGMENTS OR CLAIMS BY ANYONE FOR PROPERTY DAMAGE,

INJURY, OR DEATH TO PERSONS RESULTING FROM THE COLLAPSE OR FAILURE OF TRENCHES CONSTRUCTED UNDER THIS CONTRACT OR THE FAILURE TO PROVIDE SAFETY EQUIPMENT OR SAFETY SYSTEMS UNDER THIS CONTRACT.

CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION EXTENDS TO AND COVERS THE OWNER AND ENGINEER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, OR AGENTS NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, OR GROSS), EITHER BY ACT OR OMISSION, WITH RESPECT TO THE CONTRACTOR'S SAFETY EQUIPMENT OR SYSTEMS, OR THE LACK THEREOF, INCLUDING BUT NOT LIMITED TO INSPECTIONS, FAILURE TO ISSUE STOP WORK ORDERS, AND THE HIRING OF THE CONTRACTOR.

THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION EXTENDS TO THE OWNER AND ENGINEER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, OR AGENTS NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, OR GROSS) WHETHER SUCH NEGLIGENT ACTION OR OMISSION IS SOLE OR CONCURRENT WITH CONTRACTOR AND/OR OTHERS. THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL BE SUPPORTED BY CONTRACTUAL LIABILITY INSURANCE AS SPECIFIED IN THE GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

SC-6.31 Delete Paragraph 6.31 of the General Conditions in its entirety and insert the following in its place:

To the maximum extent allowed by law, the Contractor shall indemnify and hold harmless the Owner, its board, directors, officers, employees and agents, Engineer and its consultants, directors, officers, agents and employees and Developer and its directors, officers, agents and employees (collectively, the "Indemnitees"), from and against any and all claims, demands, suits, causes of action, settlements, liabilities, costs, expenses, fines, and judgments (including, without limitation, reasonable and necessary court costs, experts' fees and attorney's fees) (collectively, "Losses"), whether arising in equity, at common law, or by statute, including without limitation the Texas Deceptive Trade Practices Act (as amended) or similar statute of other jurisdictions, or under the law of contracts, torts (including, without limitation, negligence and strict liability without regard to fault) or property, of every kind or character (including, without limitation, claims for property damage, personal injury (including without limitation emotional distress), and economic loss), arising in favor of or brought by any of the Contractor's employees, agents, Subcontractors, Suppliers or representatives, or by any governmental agency or any other third party, based upon, in connection with, relating to or arising out of the Work, the Contractor's failure to comply with the Contract Documents, or the Contractor's actions or inactions under the Contract Documents, including without limitation any failure to pay taxes or failure to comply with any applicable law, and **EVEN IF ANY SUCH LOSSES ARE DUE IN PART TO ANY INDEMNITEES' SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.**

The foregoing indemnification obligation shall apply regardless of the amount of insurance coverage held by the Contractor, including without limitation any such coverage under any worker's compensation act, disability act, or other act or law which would limit the amount or type of damages, compensation, or benefits payable by or for the Contractor, and shall not be limited by any insurance carried or provided by the Contractor in accordance with the Contract Documents or otherwise.

Contractor shall and does hereby waive all causes of action it has for, and releases and forever discharges the Indemnitees from, Losses for injuries (including death) to any person or damage to or destruction of any property sustained or alleged to have been sustained in connection with or arising out of or incidental to the Work.

Contractor shall promptly settle or cause the settlement of all Losses for which it is responsible pursuant to the Contract Documents. Upon becoming aware of facts which may constitute any Loss, Contractor shall immediately notify the Owner of the full particulars thereof,

and the Owner may elect, by notice to Contractor, to have its representative accompany Contractor's representative in making settlement of the same.

Contractor agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Contract on the basis that it has no notice or knowledge of any such provision or that any such provision is not "conspicuous."

Other provisions in the Contract Documents containing indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided above such that all indemnities provided in the Contract Documents shall be construed to grant indemnity to the Indemnitees to the fullest extent possible.

SC-6.32 Delete Paragraph 6.32 of the General Conditions in its entirety.

SC-7.1 Related Work at the Site. The following projects either have or will be contracted for in the vicinity of the proposed construction in connection with this contract:

There is no related work at site

SC-8.5 and SC-8.10 Delete Paragraph 8.5 and 8.10 of the General Conditions in their entirety.

SC-9.3 Add the following language at the end of Paragraph 9.3 of the General Conditions:

The ENGINEER will provide a project representative for this project whose responsibilities are outlined in the attached Exhibit XC-A.

In addition to inspection by the OWNER and ENGINEER, the work under this contract will be subject to inspection by Harris County, the Harris County Flood Control District, the City of Houston, and the Texas Commission on Environmental Quality.

SC-9.10 and SC-9.11 Insert the following:

In subclause (i) of the second sentence of Paragraph 9.10 of the General Conditions and in subclause (i) of the fifth sentence of Paragraph 9.11 of the General Conditions, delete the phrase "an appeal from Engineer's decision is taken within the time limits and in accordance with" and in each such case substitute in lieu thereof the following:

"either the Owner or the Contractor initiates"

SC-12.2 Add the following language at the end of Paragraph 12.2 of the General Conditions:

The CONTRACTOR and the OWNER agree that time is of the essence of this contract. The CONTRACTOR and the OWNER agree that a breach of this CONTRACT by failure to complete the Work in the specified time will cause harm to the OWNER, and further agree that the harm the OWNER would sustain and the actual measure of damages the OWNER would incur from the breach are incapable or very difficult of ascertainment. Therefore, the CONTRACTOR and the OWNER agree that for each and every day the work or any portion thereof shall remain uncompleted after the expiration of the time limit set in the Contract, or as extended under the provisions for Extension of Time in Article 12 of this Contract, CONTRACTOR shall be liable to OWNER for liquidated damages in the sum stipulated in the Standard Form of Agreement between OWNER and CONTRACTOR, which sum the parties agree is a reasonable forecast of the damages the OWNER will sustain per day that the work remains uncompleted and in no way constitutes a penalty. The OWNER shall have the option to deduct and withhold the amount of any liquidated damages from any monies that the OWNER owes the CONTRACTOR or to recover such amount from the CONTRACTOR or the Sureties on the CONTRACTOR'S bond at the CONTRACTOR'S expense.

SC-13.4 Add the following language at the end of Paragraph 13.4 of the General Conditions:

CONTRACTOR shall give a minimum of two working days notice to the independent testing laboratory employed by the OWNER when requesting testing services and a minimum of 4

working hours notice to the independent testing laboratory employed by the OWNER for cancellation of scheduled testing services. CONTRACTOR will pay all charges for retesting required due to CONTRACTOR'S failure to pass initial tests, and for charges resulting from CONTRACTOR'S improper cancellation of scheduled testing services. The OWNER shall have the option to deduct and withhold the amount of any retesting charges and charges for improper cancellation of scheduled testing services from any monies due to the CONTRACTOR or recover such amount from the CONTRACTOR or the CONTRACTOR'S Surety at the CONTRACTOR'S expense.

SC-13.12 Amend Paragraph 13.12 of the General Conditions to include the following:

SC-13.12.1,2, and 3 Amend Paragraphs 13.12.1,2,and 3 of the General Conditions to substitute the words "final completion" for the words "substantial completion" whenever the words "substantial completion" are used and as so amend these Paragraphs remain in effect.

The one-year correction period will commence at the time that the project is at the final completion stage and has been accepted by Harris County, the Harris County Flood Control District, the City of Houston, the Texas Commission on Environmental Quality, the ENGINEER, and the OWNER.

SC-14.2 Amend Paragraph 14.2 of the General Conditions to include the following:

The CONTRACTOR shall make arrangements to meet the ENGINEER'S Project Representative at the job site to determine the status of work completed for the project prior to the due date for submittal of each monthly application for payment. The due dates for monthly applications for payment will be determined at the Pre-construction Conference or outlined in the Notice to Proceed. The status of work completed as agreed upon between the ENGINEER'S Project Representative and the CONTRACTOR will be the basis for the application for payment submitted to the ENGINEER'S Project Manager. Deviations from the agreed status of work completed in the application for payment may result in processing delays or disapproval of the estimate. In addition, payment may be delayed until the next payment cycle on applications for payment received after the prescribed submittal due dates. If the CONTRACTOR believes that an oversight was made in the agreed status of work completed, he should contact the ENGINEER'S Project Manager prior to submitting an application for payment that is not in one hundred percent compliance with the agreed status of work completed. Unless specific approval is granted by the Owner, payment will not be approved for materials delivered and stored at the site but not incorporated in the work.

An amount equal to ten percent of the amount of each monthly estimate will be retained by the OWNER until final payment under the Contract is approved. Applications for payment by the CONTRACTOR shall not include payment for retainage without prior approval of the ENGINEER'S Project Manager.

All monthly applications for payment shall include an Affidavit of Bills Paid and all required Storm Water Pollution Prevention Plan inspection and maintenance reports. Absence of an Affidavit of Bills Paid or any required Storm Water Pollution Prevention Plan inspection and maintenance reports from a monthly application for payment may result in processing delays or disapproval of the estimate.

SC-14.4 Delete Paragraph 14.4 in entirety and insert the following paragraph:

ENGINEER will, within fifteen days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

SC-14.8 and 14.9 Delete Paragraphs 14.8 and 14.9 of the General Conditions which address Substantial Completion in their entirety.

SC-14.10.2 Delete Paragraph 14.10.2 of the General Conditions in its entirety.

SC-14.11 Amend Paragraph 14.11 of the General Conditions to include the following:

Final inspections will also be conducted by the governments entities listed in SC-9.3. It is intended that all inspections by governmental entities pass on the dates of the inspections. CONTRACTOR shall have crews ready and prepared to remedy any and all problems or deficiencies on the dates of the inspections. The CONTRACTOR will be notified by the ENGINEER as to the dates and times of the inspections immediately upon their being scheduled by each governmental entity.

SC-14.12 Amend Paragraph 14.12 of the General Conditions to include the following:

The final application for payment shall include consent of surety to release final payment, affidavit of bills paid, waiver and release of liens, contractors warranty, any required O&M manuals, any required Storm Water Pollution Prevention Plan inspection and maintenance reports and record drawings. The final application for payment shall not be submitted for approval until the satisfactory completion of all testing and inspection requirements.

SC-15.2 Delete Paragraph 15.2 of the General Conditions in its entirety and insert the following in its place:

Upon occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6) seven (7) days after written notification from the OWNER, or the ENGINEER;

15.2.2 if CONTRACTOR continues to disregard Laws and Regulations of any public body having jurisdiction seven (7) days after written notification from the OWNER, ENGINEER, or said public body;

15.2.3 if CONTRACTOR continues to disregard the authority of ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, seven (7) days after written notification from the OWNER, or the ENGINEER; or

15.2.4 if CONTRACTOR abandons and fails or refuses to resume work or if CONTRACTOR otherwise continues to violate in any substantial way any provisions of the Contract Documents seven (7) days after written notification from the OWNER, or the ENGINEER;

OWNER may, in the case where performance and payment bonds exist, notify the Surety on these bonds in writing to complete the Work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving copy of said notice to Surety to complete the Work, the CONTRACTOR shall be excluded from the site and shall not remove from the site any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the Work, may be held for use on the Work by the OWNER or the Surety on the performance bond, or another contractor in completion of the Work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Paragraph 11), it being understood that the

use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In any case, CONTRACTOR shall not be entitled to receive any further payments until the Work is finished.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice to complete the Work hereinabove provided for, within seven (7) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

- A. The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and /or his Surety shall pay the amount of such excess to the OWNER; or
- B. The OWNER under sealed bids, after seven (7) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work has been completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 14.13, shall be issued. A complete itemized statement of the contract account, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within thirty (30) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the OWNER had the Work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety pays the balance in full shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the Work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the Work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in the contract, provided, however, that actual written notice is given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After ten (10) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum

derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the site of the Work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

Cost by the OWNER to complete the Work as referenced herein, shall include, but not be limited to, all expenses for labor, machinery, equipment, tools, materials, and supplies along with any claims, losses, and damages sustained by OWNER arising out of or resulting from completing the Work.

Such expenses, claims, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER will not be required to obtain the lowest price for the Work performed.

SC-17.2.2 Add the following language to the end of Paragraph 17.2.2 of the General Conditions:

Contract time will be determined based on Calendar Days. A "Calendar Day" is defined as any day including Saturdays, Sundays, or legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven hours between 7:00 a.m. and 6:00 p.m.

END OF SUPPLEMENTARY CONDITIONS

**EXHIBIT X-A TO
SUPPLEMENTARY CONDITIONS**

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE PROJECT REPRESENTATIVE.**

ENGINEER shall furnish a Project Representative (PR) to assist ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the PR, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the PR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

PR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding PR's actions. PR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. PR's dealings with subcontractors shall be only through or with the full knowledge and approval of CONTRACTOR. PR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of PR

1. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
2. *Liaison:*
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information when directed by Engineer and when required for proper execution of the Work.
3. *Shop Drawings and Samples:* Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

4. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever PR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

6. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with PR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

7. *Records:* Maintain a diary or log book that reflects project data required to evaluate change order requests, time extension requests, and changed project conditions. The documentations shall include any significant on-site project meetings, and daily observations to ensure construction conformance with contract documents.

8. *Reports:*

- a. Furnish ENGINEER periodic reports as required of progress of the Work.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

9. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

10. *Completion:*

- a. Before ENGINEER issues a Certificate of Final Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not authorize OWNER to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

XIII. TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

LA MARQUE ELEVATED STORAGE TANK RE-COATING AT WATER STORAGE FACILITY NO. 6 ADICO JOB NO. 20100-18

The work covered by this contract is to be constructed in accordance with the specifications listed below. All City of La Marque specifications shall apply as if fully repeated and bound herein. Where conflicts between specifications occur, the most restrictive shall govern.

- ITEM 1 City of La Marque "Engineering Design Criteria Manual" (dated December 7, 2018, with all Addenda and Amendments).
- ITEM 2 Galveston County Engineering Department's "Rules, Regulations and Requirements Relating to the Approval and Acceptance of Improvements in Subdivisions or Resubdivisions" (with all Addenda and Amendments).

<u>Document</u>	<u>Title</u>	<u>No. Of Pages</u>
DIVISION 1 - GENERAL REQUIREMENTS		
01010	Summary of Work	
01045	Cutting and Patching	
01300	Submittals	
01310	Construction Schedules	
01340	Shop Drawings, Product Data and Samples	
01370	Schedule of Values	
01420	Inspection Services	
01500	Temporary Facilities & Controls	
01576	Waste Material Disposal	
01600	Materials & Equipment	
01700	Contract Closeout	
01710	Cleaning & Adjusting	
01720	Project Record Documents	
01740	Site Restoration	
01782	Operations & Maintenance Data	
DIVISION 3 - CONCRETE		
03600	Structural Grout	
DIVISION 5 - METALS		
05500	Metal Fabrications	
05501	Miscellaneous Ferrous Metals	
DIVISION 8 - OPENINGS		
08100	Hollow Metal Doors	

DIVISION 9 – FINISHES

09971 Painting and Protective Coatings For Potable Water Storage Tanks

DIVISION 15 – UTILITIES

15052 Gates and Valves

SECTION 01 010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Scope of Contract

1. The City of La Marque, TX has a 500,000-gallon capacity, welded steel elevated water storage tank that is to be rehabilitated and repainted under the terms of this Contract. General information related to the tank is provided in an Inspection Report located at the end of this document. The work to be performed under these specifications includes the rehabilitation, repainting, and structural steel repairs of the water storage tank.
2. The tank is located at the south side of the Gulf Greyhound Park, west of the FM 2004 in La Marque, TX 77568. (See Maps in Drawings Section) Containment is required during exterior repairs to protect the environment.
3. It shall be the responsibility of the bidders to carefully inspect the site and all pertinent parts and devices on the tank to ascertain the quantity of surface preparation, necessary repairs and painting required to clean the tanks properly, paint, repair and place the tank back into operation in accordance with these contract specifications. The information on the tank provided in the Inspection Report is general in nature and should not be relied upon to determine bid quantities or other bidding factors.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.3 REFERENCES

- A. The latest version of the following Specifications, Codes and Standards are incorporated by reference, including comments, recommendations and best practices. This list is not exhaustive.
1. American Institute of Steel Construction (AISC)
S335 – Specification for Structural Steel Buildings
 2. American Water Works Association (AWWA)
C652 – Disinfection of Water Storage Facilities
D100 – Welded Steel Tanks for Water Storage
D102 – Coating Steel Water Storage Tanks

3. American Petroleum Institute

API Standard 653, 2nd Edition (Addendum 4 – December 1999) – “Tank Inspection, Repair, Alteration, and Reconstruction”
4. NACE International (NACE)

SP0178 – Design, Fabrication and Surface Finish for Immersion Service
SP0188 – Discontinuity Testing of New Protective Coatings for Conductive Substrates
5. National Fire Protection Association (NFPA)

NEC – National Electric Code
78– Standard for the Installation of Lightning Protection Systems
6. National Sanitation Foundation (NSF)

61– Standard for Drinking Water System Components
7. Occupational Safety and Health Administration (OSHA)

29 CFR 1926 – Safety and Health Regulations for Construction
29 CFR 1910 – Occupational Safety and Health Standards
8. Society for Protective Coatings (SSPC)

AB 1 – Mineral and Slag Abrasives
Guide 6 – Containing Debris During Paint Removal Operations
Guide 12 – Illumination of Industrial Painting Projects
Guide 15 – Field Methods for Retrieval and Analysis of Soluble Salts on Steel
VIS-1 – Visual Standard for Abrasive Blast Cleaned Steel
PA-1 – Shop, Field and Maintenance Painting of Steel
PA-2 – Procedure for Determining Conformance to Dry Coating Thickness Requirements.
SP-6 – Commercial Blast Cleaning
SP-7 – Brush-off Blast Cleaning
SP-10 – Near-White Metal Blast Cleaning
9. Texas Commission on Environmental Quality (TCEQ)
Chapter 290 – Public Drinking Water

1.4 SUBMITTALS

- A. The successful bidder shall submit the following to the Engineer prior to the start of work:
 1. Construction Schedule
Submit a detailed schedule indicating anticipated start and completion dates

for each major phase, including, but not limited to, welding repairs, surface preparation, interior coating application, and exterior coating application.

Contractor shall update submitted schedule monthly.

2. Schedule of Values

Submit a schedule of values which includes an itemized list of all work items and prices for each item of work.

3. Contact Information

Submit contact information for all key field and office staff on the project including foreman and project manager.

4. Subcontractor Information

If subcontractors will be used to perform any work under these specifications, submit contact information and references for the subcontractors. Provide the location, capacity, owner contact with phone number and year completed.

5. Welder Certifications

Submit certifications and welding procedures for all welders that will be performing work on the tank.

6. Containment

Submit a detailed drawing of the containment system to be installed. The information provided on the drawing shall include, but is not limited to, number and size of outriggers, materials to be used, wind speed in which the containment can be operated, and size of dust collector if one will be used.

7. Appurtenances

Submit catalog cuts of all appurtenant equipment which will be installed on the tank.

8. Abrasive Material

Submit manufacturers' product data sheets and Material Safety Data Sheets for all abrasive materials to be used on the tank.

9. Coating Materials

Submit manufacturer's product data sheets and Material Safety Data Sheets for all coating materials to be applied to the tank. Provide color samples of all coating products.

10. Logo Drawing

Submit Logo detail once tank measurements have been field verified.

1.5 GUARANTEES

- A. The Contractor shall guarantee the structure, appurtenant equipment and accessories provided under these specifications against defective design, workmanship or materials for a period of one year from the date of final completion. It shall be the responsibility of the Contractor to schedule and meet with the Engineer and inspect the tanks twelve (12) months from the date of final acceptance to identify and correct all deficiencies under the warranty.

All guarantees for materials, and accessories provided under this section shall be obtained by the Contractor and submitted.

PART 2 – MATERIALS

2.1 MATERIALS

A. Steel

All appurtenances, supports, and steel members shall be constructed of Type A36 mild carbon steel, unless otherwise specified and shall be in accordance with **AWWA D100** and **TCEQ Chapter 290**.

B. Accessories and Appurtenances

All accessories shall comply with the minimum requirements of the Specifications, Codes and Standards listed in PART 1, current applicable safety regulations and the operation requirements of the structure. Dissimilar metals shall be properly isolated. All stainless-steel appurtenances, piping, and weirs inside the tank shall be blasted and coated per the specified interior wet area coating system. All hardware and hinges for hatches and openings shall be stainless-steel.

C. Electrical and Lighting

1. General

All work performed and all materials used shall be provided in accordance with National Electric Code and the governing electrical, safety and inspection codes, regulations and ordinances.

D. Steel Tank Painting

1. Abrasive Material

All abrasive material used in the removal of protective coating systems shall be silica free and low dust producing. Materials such as copper slag and

Green Diamond are permitted. Traditional sand may be used for interior surface preparation. Steel and other metallic abrasives may NOT be used for surface preparation. Abrasive derived from coal or petroleum products that leave an oily residue on the surface of the steel are also NOT permitted.

Submit abrasive selection for approval.

2. Coating Material

The **Contractor** shall use the materials specified, or materials of another manufacturer that are deemed equal in the opinion of the **Engineer** to the materials specified. The quality of the specified materials shall be the Standard of Quality specified. All interior paint shall conform to Standard 61 of the National Sanitation Foundation (NSF) and will be on the NSF approved list of inside finish materials. In the event the **Contractor** desires to substitute the products of another manufacturer, he shall apply to the **Engineer** in writing at least fourteen (14) days prior to the bid date requesting substitution and shall furnish with his request complete descriptive materials on the products along with NSF Certification, plus full manufacturer's recommendations of surface preparation and application.

All paints, thinners and associated products used in the application of the protective coating systems will be manufactured by The TNEMEC Company of Kansas City, MO, unless an alternate coating system is selected as provided for above.

PART 3 - EXECUTION

3.1 WELDING

Welding procedures and general welding requirements shall be in accordance with AWWA D100, AWS Structural Welding Code D1.1, and these Specifications. All fillet welds shall be full fillet welds unless otherwise specified.

Grinding of weld contour shall approximate Condition "D" of NACE Standard SP0178.

All welding repairs shall be completed before any paint is applied to the structure. All appurtenances, supports, and steel members shall be constructed of Type A36 mild carbon steel unless otherwise specified and be in accordance with AWWA D100, AISC 13th Edition, and TCEQ Chapter 290. All fillet welds shall be full fillet welds unless otherwise specified. Plat placement for tank's shell repairs shall be in accordance with AP 653.

3.2 REPAIR OF WORK ITEMS

- A. Prior to abrasive blast cleaning, protect all ducts, cabling and equipment. Remove all equipment and replace after repairs. Ensure all equipment is functioning after installation.
- B. Prior to blast cleaning, protect and cover data plate with duct tape to prevent damage.

- C. Remove all existing safety climb devices from Riser Pipe's ladders prior to abrasive blast cleaning. Provide and install new DBI/SALA galvanized coated steel cable style safety climb devices to ladder after all painting is completed and is properly cured. Provide two (2) fall arrestors. Submit product information for approval.
- D. Replace existing top hatch cover with a new 30" square Top Hatch. Repair hatch neck. See Detail in Drawings Section.
- E. After abrasive blast cleaning, repair 30-inch access hatch's
- F. Repair existing top vent. See Detail in Drawings Section.
- G. Replace catwalk floor between wall's catwalk and riser pipe.
- H. Replace ladder rungs as directed by the Engineer or Engineer Field Representative.
- I. Provide and install new galvanized coated bolts and nuts and new neoprene gaskets at all manways after all painting is completed and properly cured. Ensure all manways are water-tight.
- J. After abrasive blast cleaning, at tank's roof and sides, weld new 1/4" thick by 2' wide plate at locations as directed by Engineer and/or Engineer's Field Representative. Include **200** sq. foot of 1/4" thick plate in **Base Bid**.
- K. Remove and replace entrance door including frame. Paint after installation to selected color.
- L. Install SikaFlex or equal NSF caulking material along all unwelded interior plate seams & wall. Apply also to the ceiling plates to the rafters. Ensure entire junction(s) are properly sealed. Silicone is NOT acceptable. Submit product information for approval.
- M. **Optional Work Item:** At Contractor's own expense, holes may be cut in tank's roof (above HWL) to provide rigging ports for interior work in tank. If holes are cut, weld one 2" diameter 2,000 psi threaded pipe coupling in each hole. Blast and paint couplings as part of exterior work. Close holes at end of job with galvanized coated threaded plugs. Submit number of holes proposed and methods to cut and close to Engineer for approval prior to commencing work.
- N. After abrasive blasting and painting, install new 4,000 psi, non-shrink grout between the tank's ring foundation and the slab at the base of the tank. Submit product information for approval.

3.3 REPAIR OF PITS AND PRIOR CORROSION DAMAGE

After abrasive blast cleaning, Engineer's Field Representative will inspect the steel

surface to determine the repair procedure. The repairs may be made by using TNEMEC Series 215 100% solids epoxy pit filler, or by welding as directed by the Engineer. Those pits deeper than 1/8" will be repaired by welding pit flush with the surface of the tank. Pits less than 1/8" will be repaired with 100% solids epoxy after prime coat application. Repairs may be performed after zinc rich primer has been applied per the appropriate coating specification in this document.

Quantities contained in the unit price bid are only an estimate. Actual field repairs will be performed as directed by Engineer and will be paid per repair at the unit price bid supplied by the Contractor.

It is estimated that after abrasive blast cleaning; the tank will require repair by welding approximately 50 pits, holes or other corrosion damaged areas up to 3" in diameter. Large pits (greater than 2" diameter or multiple pits clustered closely together) shall be repaired by welding 1/4" steel plates to the tank per AWS D1.1 (3/16" thickness is acceptable above the HWL) and API 653. Blast and prime entire area affected by repairs according to the appropriate coating specification in this document.

3.4 PROTECTIVE COATING REPLACEMENT

A. General

All coating operations shall be performed in accordance with SSPC PA, SSPC PA-2, SSPC GUIDES 3 & 6, AWWA D102 and these specifications.

Surfaces to be painted shall be clean and free of scale, rust, dirt, oil, grease, moisture, or other foreign matter prior to coating. Surfaces shall be free from blisters, rough welds, sharp edges, pits or other imperfections prior to painting. Slag, weld metal accumulation and splatter shall be removed by chipping and grinding.

Paint application shall not proceed when the temperature is below 50 degrees Fahrenheit, during precipitation or fog, or if there is moisture on the surfaces to be painted. Exceptions to the temperature limit will be allowed in accordance with the manufacturer's printed literature. Each coat of paint shall dry thoroughly as specified by the manufacturer prior to application of successive coats. Do not immerse coating until specified dry film thickness has been obtained and finish coating system has been allowed to cure as recommended by the paint manufacturer.

All paint shall be thoroughly agitated prior to use and shall be kept agitated while in use. All ready-mixed paint shall be applied as received from the manufacturer, without addition of any kind of drier or thinner except as permitted by the manufacturer. Paint shall be applied according to manufacturer's recommendations.

Each coat shall be applied at the rate specified and, in the manner, specified by the manufacturer. Deficiencies in tested dry film thickness shall be corrected by application of additional coat(s) of paint.

All paint materials shall be evenly spread without runs, sags, drips or other faults.

Finished surfaces shall be uniform in thickness, color and appearance and shall be free from brush marks. All lines of demarcation between paints of different colors or shades shall be carefully drawn to be true and free from blurred edges.

All sharp edges, weld seams, nuts, bolts, and other items difficult to coat shall receive a brush applied coat of the specified polyamide epoxy coating thinned as much as allowable in accordance with the manufacturer's written directions, liberally worked in after the prime coat and prior to the intermediate coat of paint.

During and after final application of each coating, all metal surfaces shall be checked with appropriate wet and dry mil gauges to ensure that the required thickness of coating is being obtained. The Contractor shall provide a set of standards with the gauge so that accuracy of the gauge can be checked.

Each coat shall be sprayed or rolled on in accordance with manufacturer's recommendations. Rolling interior paint is not permitted. The type of spray nozzle, the fluid pressure at the gun, the distance from the gun to the surface being painted and the speed of travel of the gun shall be as recommended by the manufacturer. Thinning shall be done as recommended. All paint in the fluid pot and lines shall be cleaned out with thinner before application of the paint is begun. The thinner may be used also for cleaning the painting equipment at the end of each day's operations.

Each coat shall be dry to touch before the next coat is applied. Follow the manufacturer's directions explicitly.

B. Interior Surface Preparation and Coating

1. General

The work covered by this part of the specification includes painting the entire interior surface area of the structure. This includes but is not limited to all ladders, condensate floors and interior piping. The Contractor shall furnish all materials required for the painting and shall install them in accordance with the manufacturer's written directions and these specifications.

The Contractor is cautioned that small amounts of paint are intoxicating and large amounts tend to be toxic. The Contractor shall make provisions to keep the tank well ventilated during the spraying and drying operations to protect the personnel and to facilitate drying of the coating by solvent evaporation. During the actual spraying operations, all personnel within the tank shall be furnished with either an appropriate respirator or source of external air such as a compressed air line to a sandblasting helmet. At least two men shall be in the tank during spraying operations.

2. Surface Preparation

Abrasive blast clean all areas to SSPC SP-6 Commercial Blast Standard. A

suitable angular anchor profile of at least 2.0 mils as determined by Testex strips shall be established. All areas shall be pressure washed with clean water per SSPC SP-1 prior to blasting to prevent embedment of contaminant from existing coating.

Remove all blast debris from tank and inspect the interior surface area for pits and soluble salt contamination. Soluble iron salt concentration and chloride concentration shall be sampled via a Chlor*Test SCAT Kit with latex sleeve and tested with a chloride titrator tube and ferrous ion test strips in accordance with SSPC Guide 15 and the manufacturer's instructions. If alternate method is to be used, submit to Engineer for approval.

After proper surface sampling via SCAT kit, test collected sample in latex sleeve with chloride titrator tube and ferrous ion test strips. If ferrous ion salt content or chloride ion content is above 10 µg/cm² (equal to 10 ppm when SCAT test is used), pressure wash per SSPC SP-1 all blast cleaned areas to reduce soluble salt content to less than the above limits.

When soluble salt concentrations and conductivity are below the limits, set above and all repairs have been made, install desiccant dehumidification equipment and abrasive blast clean all interior surfaces including areas above HWL to near-white standard per SSPC SP- 10.

Dehumidification equipment must remain operational and running from the time the near-white blast commences and run 24 (twenty-four) hours per day until five days after the final coat of paint is applied. The unit must control the environment to keep the air inside the tank and riser at less than 50% (fifty) relative humidity at all times. Minimum desiccant dehumidification equipment required is an HC-4500 GA desiccant with 20 KW generator.

3.5 COATING APPLICATION – BASE BID

A. General

The work covered by this part of the specification includes painting the entire exterior surface area of the tank. It also includes painting any steel outside the tank such as doors, door frames, vents, hatches, steel retaining rings, exposed yard piping and all other items outside the tank. Data plates shall not be painted over. The Contractor shall furnish all materials and equipment required for the painting and shall install them in accordance with the manufacturer's written direction and these specifications. Exterior Stainless steel shall be coated only if specifically directed by Engineer's Field Representative.

B. Containment

The existing exterior coating system contains less than 1% lead by weight.

Containment is required during the exterior abrasive blasting and coating operations to prevent visible emissions and nuisance.

Sufficient outriggers must be mounted on the tank to allow a fully operational shroud system in winds of up to 25 mph. There are no rafters in tank to help support shroud load. Load must be distributed evenly across roof by increasing number of outriggers.

Containment must have cables and ground anchors both inside and outside containment tarps enough to prevent tarps from billowing toward power lines and fencing.

Shroud exterior of tank with Class 2A shroud including top cap per SSPC Guide 6 (CON). All rigging clips shall be removed from the tank exterior coating work is complete. These areas will be ground smooth, spot blasted, and coating in accordance with the specified coating system. **Containment plan must be submitted to Engineer for approval prior to commencing any work.**

C. Logo

After all exterior painting is complete, install one (1) logo on the exterior of the tank. Logo detail to be provided by OWNER. Use finish coat product for logo.

All dimensions to be field verified by Contractor prior to ordering logo pattern. **Submit** dimensioned Logo Detail for approval prior to start of Logo work.

D. Coating Repair Procedure

If coating repairs are required for any reason, the repairs shall be made in a manner that will not damage surrounding coated surfaces. The area to be repaired shall be free of rust, dirt, oil, grease, moisture and other foreign material prior to coating application. The surrounding coating shall be feathered to eliminate sharp edges. The repaired coating shall be applied and inspected in the same manner as specified above. All requirements of the coating specifications shall apply to coating repairs.

E. Cleaning

The tank will be drained and the Contractor will be responsible for cleaning any accumulated sand and silt prior to start of work. All materials used in the blasting operations, sediment in the tanks, rust, paint and scale accumulated from the cleaning operations and all other material in the tanks, shall be removed from the tanks by the Contractor and properly disposed of.

F. Disinfection

The disinfection of the tank is the responsibility of the Contractor. The Contractor shall use chlorination methods as specified in AWWA C652 to disinfect the tank. The Owner will fill the tanks and perform bacteriological testing. The Contractor shall ensure the tank is watertight and perform any maintenance necessary to make the tank

watertight and in compliance with all TCEQ Chapter 290 Rules and Regulations prior to vacating the site. If the BAC-T sample fails, the Contractor will disinfect the tank again. Job is not substantially complete until tank passes bacteriological testing and is in compliance with TCEQ Chapter 290.

G. Guarantee and Cleanup

During Construction, The Contractor shall at all times keep the job site as free from all material, debris, and rubbish as permissible and shall remove same from any portion of the job site, when it becomes objectionable, in the opinion of the Engineer or Owner.

Upon completion of all work, the Contractor shall remove all surface materials and rubbish and dispose of them in accordance with directions of the Engineer. The Contractor shall repair all damage caused by his workers and shall leave the premises in a clean and orderly condition equal to that of when he found it.

H. Inspection

1. General

The Engineer's Field Representative will perform quality assurance inspections on the contractor's work on a hold-point basis. The Contractor is required to perform his own quality control.

No work will progress beyond the designated hold-point until approved by the Engineer's Field Representative.

The Contractor is required to coordinate with the inspector and provide 24-hour notice to request a hold-point inspection. Hold-point inspections shall NOT be scheduled during weekends or Federal Holidays.

The Contractor shall submit daily weather and progress reports, including anticipated work schedule for the next 7 days, to Engineer and Engineer's Field Representative via email.

The Contractor is responsible for providing safe rigging to gain access to all work areas to be inspected. All rigging must conform to OSHA Standard 1910.

The Contractor is responsible for providing recommended lighting per SSPC Technology Guide 12 to illuminate the work and inspection areas.

If the Contractor does not provide adequate lighting or safe rigging to properly inspect the work, the inspection will be postponed until such time as the Engineer can schedule an inspection to determine if the work may progress beyond the hold-point.

I. Hold Points

The following hold-points are designated:

- a. All welding repairs completed prior to painting
- b. Containment erection completed
- c. Surface contaminants removed
- d. Blast profile obtained and degree of blast completed
- e. Prime coat completed
- f. Stripe coat completed
- g. Intermediate coat completed
- h. Finish coat completed
- i. Holiday detection test of interior completed
- j. Cure test of interior completed
- k. Logo installed

J. Interior Area Surface Preparation and Coating – Dry Areas

1. Weld Preparation

Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour. All welds shall be ground to a smooth contour as per NACE Standard SP0178, Designation D.

2. Surface Preparation

Commercial Blast Cleaning per SSPC-SP6/NACE 3. An angular profile of 1.5 to 3.0 mils as per ASTM D 4417, Method C or NACE Standard RP0287 is required.

3. Coating System

See Specification Section 09971.

K. Holiday Testing

After the paint thickness meets these specifications and has cured for at least five days, the Contractor shall test the entire surface of the paint system, including above the HWL, for holidays with a low voltage wet sponge detector in accordance with NACE SP0188. Holidays shall be marked and reworked until no further holidays appear. After all holiday checking is complete, the point of ground connection shall be carefully coated.

END OF SECTION

CUTTING AND PATCHING

1.0 GENERAL

1.01 DESCRIPTION

- A. Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of contract documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.
- B. Related Requirements in Other Parts of the Project Manual. Basic responsibilities of parties: Condition of the Contract.
- C. Related Requirements Specified in Other Sections.
 - 1. Summary of Work: Division 1 - General Requirements.
 - 2. Earthwork: Division 2 - Site Work.
 - 3. Mechanical General Provisions: Division 15 - Mechanical.
 - 4. Electrical General Provisions: Division 16 - Electrical.

1.02 SUBMITTALS

- A. Submit a written request to Engineer well in advance of executing any cutting or alteration which affects:
 - 1. The work of the Owner or any separate Contractor.
 - 2. The structural value or integrity of any element of the project.

3. The integrity of effectiveness of weather-exposed or moisture resistant elements or systems.
4. The efficiency, operational life, maintenance or safety of operational elements.
5. The visual qualities of sight-exposed elements.

B. The request shall include:

1. Identification of the project.
2. Description of the affected work.
3. The necessity for cutting, alteration or excavation.
4. The effect on the work of the Owner or any separate Contractor, or on the structural or weatherproof integrity of the project.
5. Description of the proposed work.
 - a. The scope of cutting, patching, alteration, or excavation.
 - b. The trades who will execute the work.
 - c. Products proposed to be used.
 - d. The extent of refinishing to be done.
6. Alternatives to cutting and patching.
7. Cost proposal, when applicable.
8. Written permission of any separate Contractor whose work will be affected.

C. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution as specified in Section 01 600 - Materials and Equipment.

D. Submit a written notice to Engineer designating the date and the time the work will be uncovered.

2.0 PRODUCTS

Comply with specifications and standards for each specific product involved.

3.0 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of the project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect the conditions affecting the installation of products or performance of the work.
- C. Report unsatisfactory or questionable conditions to the Architect/Engineer in writing; do not proceed with the work until the Architect/Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.
- B. Provide devices and methods to protect other portions of the project from damage.
- C. Provide protection from the elements for that portion of the project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.
- B. Execute cutting, demolition, excavating and backfilling by methods which will prevent damage to other work and will prevent settlement.
- C. Restore work which has been cut or removed and install new products to provide completed work in accord with requirements of the contract documents.
- D. Refinish entire surfaces as needed to provide an even finish. On continuous surfaces, refinish to the nearest intersections. For an assembly, refinish the entire item.

END OF SECTION

SECTION 01 300

SUBMITTALS

1.0 PRIOR TO BEGINNING WORK

Submit the following items with the signed agreement form as a prerequisite to starting the work. The number of copies required of each submittal is six (6). The location of information concerning each submittal is referenced.

- A. Performance Bond. Bidding Documents, Contract Forms, General and Supplementary Conditions.
- B. Payment Bond. Bidding Documents, Contract Forms, General and Supplementary Conditions.
- C. Certificate of Insurance. General and Supplementary Conditions.
- D. List of Subcontractors. General and Supplementary Conditions.
- E. Material and Equipment List. Specifications sections.
- F. Construction Schedule. General Conditions and as specified in the section on Construction Schedule.
- G. Maintenance Bond. Bidding Documents, Contract Forms, General and Supplementary Conditions.

2.0 DURING CONSTRUCTION

During the progress of the work, make the following submittals in a timely manner to prevent any delay in the work.

- A. Work Schedules. Submit progress schedules monthly as evidence that the project will be ready for occupancy by the date of substantial completion. Six (6) copies are required.
- B. Shop Drawings, Product Data and Samples. Submit in accordance with the section on Shop Drawings, Product Data and Samples.

- C. Mill Certificates. Submit mill certificates on the following items as required by the specifications.
 - (1) Reinforcing Steel
 - (2) Bulk Cement
- D. Application for Payment. Submit application for partial payment as specified in the General and Supplementary Conditions and within the time specified in the agreement.
- E. Change Order Proposal. A proposal for change order may be submitted to the Engineer whenever a need arises. The request must be in writing and must include sufficient information to assess the need for a change in the work, the contract time, or the contract sum.

3.0 PROJECT CLOSEOUT

With a written notice of completion, submit the following items in the proper form as a condition of final acceptance of the work.

- A. Project Record Documents. Submit in accordance with the section on Project Record Documents included in SECTION 01 720 - Project Record Documents.
- B. Guarantees, Warranties and Bonds. Submit as required in the General and Supplementary Conditions and listed in various sections of the specifications.
- C. Certificates of Inspection. Deliver evidence of compliance with requirements of governing authorities and the specifications as specified in various sections of the specifications.
- D. Operation and Maintenance Data. As specified in various sections of the specifications.
- E. Spare Parts and Maintenance Materials. As specified in the various specification sections.
- F. Keys and Keying Schedule. As required.

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CONSTRUCTION SCHEDULES

1.0 GENERAL

- A. Promptly after award of the contract, the Contractor shall prepare and submit to the Architect/Engineer estimated construction progress schedules for the work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules periodically.
- C. Related Requirements in Other Parts of the Project Manual. Conditions of the Contract.
- D. Related Requirements Specified in Other Sections.
 - 1. Summary of the Work: Section 01 010
 - 2. Shop Drawings, Product Data and Samples: Section 01 340

1.01 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal Time Scale. Identify first work day of each week.
 - 3. Scale and Spacing. To allow space for notations and future revisions.
- B. Identification of Listings. By major specification section numbers.

1.02 CONTENT OF SCHEDULES

- A. Construction Progress Schedule.
 - 1. Show complete sequence of construction by activity.
 - 2. Show dates of beginning and completion of each major element of construction.
 - 3. Show projected percentages of completion for each item, as of the first day of each month.

B. Submittals Schedule for Shop Drawings, Product Data and Samples. Show:

1. The dates for Contractor's submittals.
2. The dates approved submittals will be required from the Engineer.

C. Prepare and submit sub-schedules for each separate stage or work specified in Section 01 010.

D. Provide sub-schedules to define critical portions of prime schedules.

1.03 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule.

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections in progress and completion.
4. Other identifiable changes.

1.04 SUBMISSIONS

A. Submit initial schedules within 15 days after award of contract.

1. Engineer will review schedules and return review copy within 10 days after receipt.
2. If required, resubmit within seven days after return of review copy.

B. Submit revised progress schedules with each application for payment.

1.05 DISTRIBUTION

A. Distribute copies of reviewed documents to:

1. Job site file.
2. Subcontractors.
3. Other concerned parties.

- B. Instruct recipients to report promptly to Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

SECTION 01 340

SHOP DRAWINGS, PRODUCT DATA & SAMPLES

1.0 GENERAL

- A. Submit shop drawings, product data and samples required by the contract documents.
- B. Designate in the construction, or in a separate coordinated schedule, the dates for submission and the dates that reviewed shop drawings, product data and samples will be needed.
- C. Shop drawings, product data and samples are not considered a part of contract documents.

2.0 PREPARATION REQUIREMENTS

2.1 SHOP DRAWINGS

- A. Preparation by a qualified detailer is required.
- B. Where necessary for clarity, identify details by reference to sheet and detail numbers, schedule or room numbers as shown on the contract drawings.
- C. Include on the drawing all information required for submission or submit transmittal letter containing required information.
- D. Submit the number of copies which the Contractor requires, plus three (3) copies to be retained by the Engineer.

2.2 PRODUCT DATA

- A. Modify the manufacturer's standard schematic drawings to delete or supplement information as applicable.
- B. For manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other descriptive data:
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.

4. Show wiring diagrams and controls.
- C. Include on the data all information required for submission or submit transmittal letter containing required information.
- D. Submit the number of copies which the Contractor requires, plus three (3) copies to be retained by the Engineer.

2.3 SAMPLES

- A. Submit office samples of sufficient size and quantity to clearly illustrate:
 1. Functional characteristics of product or materials with integrally related parts and attachment devices.
 2. Full range of color samples.
- B. Erect field samples and mock-ups at the project site in an acceptable location. Construct each sample complete, including work of all trades required in finished work.
- C. Include in transmittal letter all information required for submission.
- D. Prepare the number of samples specified.

3.0 SUBMISSION REQUIREMENTS

- A. Accompany submittals with a transmittal letter.
- B. Include the following information for each submittal.
 1. Date and revision dates.
 2. Project title and number.
 3. The names of:
 - a. Engineer.
 - b. Contractor.
 - c. Subcontractor.
 - d. Supplier.
 - e. Manufacturer.

4. Identification of product or material.
 5. Relation to adjacent structure or materials.
 6. Field dimensions clearly identified as such.
 7. Specification section number.
 8. Applicable standards, such as ASTM number or Federal Specification.
 9. A blank space on each shop drawing, approximately 5" x 5", for the Engineer's stamp.
 10. Identification of deviations from contract documents.
 11. Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurements and compliance with contract documents.
- C. Submit all required shop drawings, product data and samples for the following work at one time. Suitably organize and index 8-1/2" x 11", 11" x 17" and other compatibly sized material in the 3-ring binder, if necessary. Larger shop drawings may be submitted together either rolled or folded. Include an index.

4.0 RESUBMISSION REQUIREMENTS

4.1 SHOP DRAWINGS

- A. Revise initial drawings as required and resubmit as specified for initial submittal.
- B. Indicate on drawings any changes which have been made, including those requested by the Engineer.

4.2 PRODUCT DATA AND SAMPLES

Submit new data and samples as required for initial submission.

5.0 DISTRIBUTION AFTER REVIEW

- A. Distribute copies of shop drawings and product data which carry the Engineer's stamp to:
 - 1. Contractor's file.
 - 2. Job site file.
 - 3. Record document file.
 - 4. Other prime contractors.
 - 5. Subcontractors.
 - 6. Supplier.
 - 7. Fabricator.
- B. Distribute samples as directed. After review, samples may be used in construction.

6.0 ENGINEER DUTIES

- A. Review submittals with reasonable promptness and in accordance with schedule.
- B. Affix stamp and initials or signature, and indicate requirements for resubmittal or approval of submittal.
- C. Return submittals to Contractor for distribution or for resubmission.

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SCHEDULE OF VALUES

1.0 GENERAL

1.01 SECTION INCLUDES

A. Preparation and submittal of schedule of values for:

1. Submit a schedule of values at least 10 days prior to submitting the first application for payment. Upon request, support values given with data that will substantiate the amounts. Use schedule of values only as basis for application for payment.
2. Submit quantities of designated materials. List quantities of materials specified under unit price allowances.
3. Payment for materials stored on-site will be limited to those materials listed in a schedule of unit material values.

2.0 FORM OF SUBMITTAL

Submit typewritten schedule of values on 8-1/2" x 11", plain bond, white paper. Use the table of contents of this project manual as a format for listing costs of work by sections under Divisions 2 through 16.

3.0 PREPARATION

3.01 PREPARING SCHEDULE OF VALUES

A. Itemize separate line item cost for each of following general costs items:

1. Performance and payment bonds.
2. Field supervision and layout.
3. Temporary facilities and controls.

B. Itemize separate line item cost for work required by each section of this specification.

C. Break down installed costs into:

1. Delivered cost of material, with taxes paid.
2. Total installed cost, with overhead and profit.

- D. Break down costs to list major products or operations for each line item which has an installed value of more than \$10,000.
- E. Round off figures to nearest dollar.
- F. Make sum of total costs for all items listed in the schedule equal to the total contract sum.

3.02 PREPARING SCHEDULE OF UNIT MATERIAL VALUES

- A. Submit separate schedule of unit prices for materials to be stored on which partial payments will be made.
- B. Make a submittal form parallel to the schedule of values, with line items identified the same as line items in the schedule of values.
- C. Include in unit prices only:
 - 1. Cost of material.
 - 2. Delivery and unloading at site.
 - 3. Sales taxes.
- D. Make sure that the unit price multiplied by the quantity given equals the material cost of that item in the schedule of values.

3.03 REVIEW AND RESUBMITTAL

After review by the Engineer, revise and resubmit the schedule of values or material values, if required. Resubmit revised schedules in the same manner as the original schedules.

END OF SECTION

SECTION 01 420

INSPECTION SERVICES

1.0 GENERAL

1.1 SCOPE

This section summarizes the duties, responsibilities and limitations of authority of the inspector in connection with his observation and inspection of the work.

1.2 AUTHORITY

- A. Services of the inspector are set forth in the General Conditions of the Contract for Construction. In particular, the definitions of the Engineer's duties provide authority for observation and inspection of the work.
- B. The inspector's authority to require special inspection or testing in connection with rejected work is also provided in the General Conditions. Furthermore, the provision that upon request by the Contractor the inspector inspect and accept or reject any material furnished, is also granted in the General Conditions.
- C. The provision for removing work for inspection by the inspector is set forth in the General Conditions.

2.0 DEFINITIONS

- A. Inspector. A representative of the Engineer or Owner will be assigned authority to observe and inspect the work.
- B. Working Day. Inspectors are not required to work on Saturdays, Sundays, or legal holidays. If the Contractor plans work on a Saturday, Sunday, or legal holiday, prior arrangements should be made for an inspector not later than 2:00 p.m. on the working day before the Saturday, Sunday or legal holiday.
- C. Uninspected Work. Any work performed on a Saturday, Sunday, or legal holiday without benefit of an inspection may require removal and replacement if so directed by the inspector. Removal and replacement will be completed at no additional cost to the Owner.

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TEMPORARY FACILITIES AND CONTROLS

1.0 GENERAL

The facilities and controls specified in this section are considered minimum for the project. The Contractor may provide additional facilities and controls which he considers necessary for the proper execution of the work and to meet his responsibilities for protection of persons and property.

2.0 UTILITIES

- A. No land line is required. Superintendent is to have cell phone available at all times.
- B. Temporary Connections. Arrange and secure all temporary connections for water, electricity, gas and other services needed to perform the work. The cost of connection and use shall be arranged for and paid by the Contractor.
- C. The Contractor shall provide all power and fuel for equipment tests.

3.0 SANITATION

- A. Provide and maintain sanitary conveniences to satisfy requirements of local, state and Federal authorities, ordinances and laws. Obtain approval for location secluded from view.
- B. Personnel on this work will not be permitted to use the Owner's facilities normally used by Owner's staff and occupants.

4.0 ACCESS AND PARKING

Access and parking at the site are not limited by provisions other than those concerning free access and protection of adjoining property.

5.0 SECURITY AND TEMPORARY PROTECTIONS

Furnish, install and maintain suitable barriers and protections to prevent public entry, and to protect the work, existing facilities, trees and plants from construction operations.

6.0 CONSTRUCTION AIDS

Furnish, install and maintain construction aids required by personnel to facilitate the execution of the work including: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other such facilities and equipment.

7.0 CONTROLS

Protect equipment, newly finished areas and connected finished areas from dust and moisture. Use temporary walls, dust curtains or other enclosures, as necessary, to prevent damage.

- A. Provide temporary weather tight enclosure of exterior walls as necessary to provide acceptable working conditions, provide weather protection for interior materials, allow for effective temporary treating, and prevent entry of unauthorized persons.
 - 1. Provide temporary exterior doors with hardware and padlocks.
 - 2. Other enclosures shall be removable as necessary for work and for handling of materials.
- B. Temporary Heat. Provide temporary heat, fuel and services necessary to protect work and materials from injury from dampness and cold weather.
- C. Use rigid or semi-rigid pipe for bypass piping. Use of soft hose shall not be permitted for bypass piping.

Provide adequate temporary piping and equipment to maintain continuous flow. Under no circumstances shall flow be interrupted or stopped.

Location of temporary facilities, shall be approved by the ENGINEER.

8.0 PROJECT SIGNS

Signs other than those specified, will not be permitted on the project site without approval.

9.0 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

Prior to final inspection, remove all temporary buildings, sanitary conveniences, signs and other items. Remove or restore, as required, all temporary roads and parking areas. Clean up the entire area as specified in the section on Cleaning and Adjusting.

11.0 MEASUREMENT AND PAYMENT

No separate payment will be made for Work under this section unless indicated otherwise in the Bid Proposal form.

END OF SECTION

WASTE MATERIAL DISPOSAL

1.0 GENERAL

1.01 SECTION INCLUDES

- A. Disposal of waste material and salvageable material. Waste material disposal consists of disposal of rubbish and other objectionable matter from operations such as clearing and grubbing, excavation, grading and demolition. Unless otherwise specified, the Contractor is responsible for removal and disposal of waste material.

1.02 UNIT PRICES

- A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

1.03 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01300 - Submittal Procedures.
- B. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.

2.0 PRODUCTS (NOT USED)

3.0 EXECUTION

3.01 SALVAGEABLE MATERIAL

- A. Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.

3.02 EXCESS MATERIAL

- A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of and in accordance with the direction of the OWNER.
- C. Verify the flood plain status of any proposed disposal site. Do not dispose of excavated materials in an area designated as within the 100-year Flood Hazard Area.
- D. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

SECTION 01 600

MATERIALS & EQUIPMENT

1.0 GENERAL

A. Material and Equipment Incorporated into the Work

1. Conform to applicable specifications and standards.
2. Comply with size, make, type and quality specified, or as specified approved in writing by the Engineer.
3. Manufactured and Fabricated Products.
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

B. Related Requirements in Other Parts of the Project Manual

Conditions of the Contract.

C. Related Requirements Specified in Other Sections

SECTION 01 010 – SUMMARY OF WORK

SECTION 01 340 – SHOP DRAWINGS, PRODUCT DATA & SAMPLES

SECTION 01 710 – CLEANING & ADJUSTING

2.0 REUSE OF EXISTING MATERIAL

- A. Except as specifically indicated or specified, materials and equipment removed from the existing structure shall not be used in the completed work.
- B. For material and equipment specifically indicated or specified to be reused in the work.
 - 1. Use special care in removal, handling, storage and reinstallation, to assure proper function in the completed work.
 - 2. Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

3.0 MANUFACTURER'S INSTRUCTIONS

- A. When contract documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Engineer. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
 - 2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by contract documents.

4.0 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules; coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of contract documents and approved submittals, and that products are properly protected and undamaged.

- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

5.0 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weather-tight enclosures.
2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

- B. Exterior Storage

1. Store fabricated products above the ground, on blocking or skids; prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

- D. Protection After Installation

Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

6.0 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. Products List

Within 30 days after contract date, submit to Engineer a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options

1. For products specified only by reference standard, select any product meeting that standard.
2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.
3. For products specified by naming one or more products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any product or manufacturer not specifically named.
4. For products specified by naming only one product and manufacturer, there is no option.

C. Substitutions

1. For a period of 30 days after contract date, Engineer will consider written requests from Contractor for substitution of products.
2. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
3. Engineer shall be the judge of the acceptability of the proposed substitution.
4. Engineer will review requests for substitutions with reasonable promptness, and notify Contractor, in writing, of the decision to accept or reject the requested substitution.

D. Contractor's Representation

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the product specified.
3. Will coordinate the installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

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SECTION 01 700

CONTRACT CLOSEOUT

1.0 GENERAL

A. Comply with requirements stated in the Conditions of the Contract and in specifications for administrative procedures in closing out the work.

B. Related Requirements in Other Parts of the Project Manual

Fiscal provisions, legal submittals and additional administrative requirements.

1.1 SUBSTANTIAL COMPLETION

A. When Contractor considers the work substantially complete, he shall submit to Engineer:

1. A written notice that the work is substantially complete.
2. A list of items to be completed or corrected.

B. Within a reasonable time after receipt of such notice, Engineer will make an inspection to determine the status of completion.

C. Should the Engineer determine that the work is not substantially complete:

1. Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
2. Contractor shall remedy the deficiencies in the work, and send a second written notice of substantial completion to the Engineer.
3. Engineer will re-inspect the work.

D. When Engineer finds that the work is substantially complete, he will:

1. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.

2. After due consideration of any objections to the tentative certificate that have been made by the Owner as provided in the General Conditions, the Engineer will execute and deliver to the Owner and Contractor a definite Certificate of Substantial Completion with a revised list of items to be completed or corrected.

1.2 FINAL INSPECTION

- A. When Contractor considers the work complete, he shall submit written certification that:
 1. Contract documents have been reviewed.
 2. Work has been inspected for compliance with contract documents.
 3. Work has been completed in accordance with the contract documents.
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. Work is completed and ready for final inspection.
- B. Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineer consider the work is incomplete or defective:
 1. Engineer will promptly notify the contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Engineer that the work is complete.
 3. Engineer will re-inspect the work.
- D. When the Engineer finds the work is acceptable under the contract documents, he shall request the Contractor to make closeout submittals.

1.3 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

A. Project Record Documents

Refer to SECTION 01 720 – Project Record Drawings.

B. Operation and Maintenance Data, Instructions to Owner's Personnel

To requirements of respective sections in specifications.

C. Keys and Keying Schedule

As required.

D. Spare Parts and Maintenance Materials

As specified in respective sections of specifications.

E. Evidence of Payment and Release of Liens

Submit the following in such form as approved by Owner.

1. Contractor's affidavit of payment of debts and claims.
2. Contractor's affidavit of release of liens, with:
 - a. Consent of surety to final payment.
 - b. Separate releases or waivers of liens for subcontractors and other with lien rights against property of Owner with a list of those parties.
3. All submittals shall be duly executed before delivery to Engineer.

F. Certificate of Insurance for Products and Completed Operations

G. Maintenance Bond

Submit as specified in the Supplementary Conditions.

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SECTION 01 710

CLEANING & ADJUSTING

1.0 GENERAL

1.1 RESPONSIBILITY

- A. The Contractor is responsible for cleaning and adjusting the work. If the Contractor fails to clean and adjust the work, the Owner may do so and charge the resulting costs to the Contractor.
- B. Detailed cleaning and adjusting requirements for specific trades or work are specified in sections pertaining to that trade or work.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

A. Fire Protection

Store volatile waste in covered metal containers and remove from premises daily.

B. Pollution Control

Conduct cleaning and disposal operations in compliance with local ordinances and antipollution laws.

- 1. Burning or burying of rubbish and materials on the project site is not permitted.
- 2. Disposal of volatile fluid wastes and other chemical wastes in storm or sanitary sewer systems or into streams or waterways is not permitted.

C. Safety Standards

Maintain the project in accordance with insurance and safety standards.

2.0 PRODUCTS

Use only cleaning materials recommended by the manufacturer of the surface to be cleaned. Employ cleaning materials as recommended by the cleaning material manufacturer.

3.0 EXECUTION

3.1 DURING CONSTRUCTION

- A. Oversee cleaning and ensure that the premises are maintained free from accumulations of waste material and rubbish. Do not allow waste materials, rubbish and debris to accumulate and become unsightly or create a hazard. Provide containers and locate on site for collection of waste material, rubbish and debris.
- B. At reasonable intervals during progress of the work, collect and dispose of waste material, rubbish and debris. Handle waste in a controlled manner; do not drop or throw materials from heights.
- C. Remove waste materials, rubbish and debris from the site and legally dispose at public and private dumping areas off the project site.
- D. If applicable, vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning as needed until the building is ready for acceptance or occupancy. Schedule cleaning operations so that resulting dust and other contaminants will not fall on wet, newly painted surfaces.

3.2 FINAL CLEANING AND ADJUSTING

- A. Use experienced workmen or professional cleaners for final cleaning.
- B. Remove grease, dust, stains, paint, oil, labels, fingerprints and other foreign materials from interior and exterior surfaces. Repair, patch and touch-up marred surfaces to match adjacent finishes.
- C. Broom clean paved surfaces; rake clean other surfaces of grounds.
- D. Clean and service all air filters and pipe strainers. Replace disposable air filters if dirty. Clean ducts, blowers and coils if air conditioning units were operated without filters.
- E. If installed features of the work fail to operate or operate improperly, make the necessary adjustments to prevent damage and ensure proper operation. Remove and repair or replace maladjusted items if necessary, for proper adjustment.
- F. Remove all waste material and rubbish from the project area, as well as all tools, construction equipment, machinery, surplus materials and temporary facilities.
- G. Immediately prior to acceptance, conduct a final inspection of exposed interior and exterior surfaces to verify that the work is properly cleaned. Maintain cleaning until the premises are occupied by the Owner.

3.3 ADJACENT AREAS

To the Owner's satisfaction, clean or repair adjacent areas affected by the construction. Remove dust and debris in the adjacent area. Repair, patch and touch-up marred surfaces to match adjacent finishes.

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SECTION 01 720

PROJECT RECORD DOCUMENTS

1.0 GENERAL

Prepare and maintain record documents for the project to accurately reflect the construction as built. Documents must be submitted at work completion as a condition of final acceptance.

2.0 MAINTENANCE OF RECORD DOCUMENTS

A. Maintain at the job site, one copy of:

1. Contract drawings.
2. Specifications.
3. Addenda.
4. Reviewed shop drawings.
5. Change orders and field numbers.
6. Other contract modifications.
7. Field test records.
8. Correspondence.

B. Store record documents in an approved location apart from documents used for construction. Do not use record documents for construction purposes. Provide files and racks for orderly storage. Maintain documents in clean, dry, legible condition. Make documents and samples available at all times for inspection by the Architect/Engineer.

3.0 MARKING DEVICES

Mark all changes with red ink pen.

4.0 RECORDING

- A. Keep record documents current. Do not permanently conceal any work until required information has been recorded.
- B. Label each document "PROJECT RECORD" in neat, large, printed letters. Legibly mark contract drawings to record actual construction:

1. Depths of various elements of foundations or structures in relation to survey data.
 2. Horizontal and vertical location of underground and underslab utilities and appurtenances referenced to permanent surface improvements.
 3. Location of internal utilities and appurtenances referenced to permanent surface improvements.
 4. Field changes of dimension and detail.
 5. Changes made by change order or field order.
 6. Details not on original drawings.
- C. Legibly mark specifications and addenda to record:
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes made by change order or field order.
 3. Other matters not originally specified.

5.0 SUBMITTAL

- A. At project completion, deliver record documents to the Architect/Engineer. Place all letter-sized material in a 3-ring binder, neatly indexed. Bind contract drawings and shop drawings in rolls of convenient size for ease of handling.
- B. Accompany the submittal with a transmittal letter, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 - a. Title and number of each record document.
 - b. Certification that each document as submitted is complete and accurate.
 - c. Signature of Contractor.

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SITE RESTORATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Restoration of site affected by the Work in public or private property, including pavement, esplanades, sidewalks, driveways, fences, lawns and landscaping.
- B. Restoration of all disturbed areas including excavated areas, areas designated for fill placement to improve site drainage, and areas disturbed by vehicular traffic and/or construction equipment as specified herein.
- C. Place on-site fill to be provided by others as directed by the ENGINEER and specified herein.

1.02 MEASUREMENT AND PAYMENT

- D. Unit Prices
 - 1. Payment for site restoration will be made under this section on a unit price basis as stipulated in the Bid Proposal form.
 - 2. Payment for fill placement will be made under this section on a unit price basis as stipulated in the Bid Proposal form.
 - 3. Payment for increasing height of sprinkler heads will be made under this section on a unit price basis as stipulated in the Bid Proposal form.
- E. Stipulated Price (Lump Sum) Contracts. If Contract is Stipulated Price Contract, include payment for work under this section in total Stipulated Price.

1.03 DEFINITIONS

- A. Phase: Locations identified on the plans and listed in Section 01010 – Summary of Work under Work Sequence.
- B. Site Restoration: Replacement or reconstruction of Site Improvements located in rights-of-way, easements, public property, and private property affected or altered by the Work.
- C. Site Improvement: Includes pavement, curbs and gutters, esplanades, sidewalks, driveways, fences, lawns, irrigation systems, landscaping, and other

OPERATIONS AND MAINTENANCE DATA

1.0 GENERAL

1.1 SCOPE

- A. This section describes submittal requirements for equipment and facility Operations and Maintenance (O&M) Manuals.

1.2 REFERENCE STANDARD

- A. City of Houston, Texas, Department of Public Works. Specification 01782, Standard Construction Specifications for Wastewater Collection Systems, Water Lines, Storm Drainage and Street Paving, and all applicable amendments.

1.3 MEASUREMENT AND PAYMENT

- A. Work will be paid as part of the lump sum price of related work.

1.4 SUBMITTALS

- A. Conform to requirements of Reference Standard specification with the following exceptions: Submit four (4) final copies of O&M manuals.

1.5 EQUIPMENT O&M DATA

- A. Conform to requirements of Reference Standard specification for data requirements. In addition, provide in electronic format all PLC programs with related O&M volumes.
- B. Bind all O&M manuals into standard 3-inch (max.), 3-ring, loose-leaf, vinyl-covered binders with matching colors. Print the following information on the cover of each binder: (1) project title; (2) "Operation and Maintenance Manual"; (3) owner's name; (4) engineer's name, address, and phone number; (5) contractor's name, address and phone number; and (6) volume number. Provide labeled, tabbed dividers between each section of the manual and include a table of contents with titles and section numbers. Provide four (4) copies of each volume (i.e., binder) of the O&M Manual. Include an electronic copy of the PLC program with each manual.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

END OF SECTION

improvements in existence at the Project site before commencement of construction operations.

1.04 SUBMITTALS

- A. Conform to requirements of Section 01300 – Submittal Procedures.
- B. Schedule of testing, service connections, abandonment, backfill, and site restoration.
- C. Sample of notices to residents outlining their responsibility for maintenance of site improvements adjacent to the Project that are not disturbed by construction operations.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Seeding and sodding: Sod specified in Section 02922 – Sodding and Seed specified in Section 02921 – Hydromulch Seeding.

PART 3 EXECUTION

3.01 PREPARATORY WORK

- A. Provide cleanup and restoration crews to work closely behind pipe laying and roadway construction crews, and where necessary, during testing, service restoration, abandonment, backfill and surface restoration.
- B. Water Lines: Unless otherwise approved by Project Manager, comply with the following:
 - 1. Once Project manager approves work within a Phase, immediately begin preparatory work for disinfection effort.
 - 2. No later than three days after completing disinfection preparatory work, submit to City appropriate request for disinfection.
 - 3. If City fails to perform initial disinfection of lines in accordance with Section 2514 – Disinfection of Water Lines, within seven days from submission of appropriate request, and if approved by Project Manager, pipe laying operations may continue beyond approved limits until the City responds.

4. Immediately after transfer of services, begin abandonment of old water lines and site restoration.

C. Wastewater Lines:

1. Once Project Manager approves work within a Line Segment, immediately begin preparatory work for testing effort.
2. No later than three days after completing preparatory work for testing, initiate testing work.
3. Immediately after transfer of service connections, begin abandonment of old wastewater lines, and site restoration.

D. Street Construction and Paving Projects

1. Once Project Manager approves work within a Line Segment of block, immediately begin preparatory work for testing effort.
2. No later than three days after completing preparatory work for testing, initiate testing work.
3. Immediately after testing begin site restoration.

E. Street Construction and Paving Projects

1. Once Project Manager approves work within a block, immediately begin preparatory work for sidewalk construction, sodding and hydromulching and tree planting.
2. No later than seven days after completing preparatory work, initiate construction.

3.02 CLEANING

- A. Remove debris and trash to maintain a clean and orderly site in accordance with requirements of General Conditions and Section 01576 – Waste Material Disposal.

3.03 LANDSCAPING AND FENCING

A. Seeding and Sodding.

1. Remove construction debris and level area with bank sand so that new grass surface matches level of existing grass and maintains pre-construction drainage patterns. Level and fill minor ruts or depressions

caused by construction operations with bank sand, where grass is still viable.

2. Restore previously existing turfed areas with sod and fertilize in accordance with Section 02922 – Sodding. Sod to match existing turf.
3. Restore unpaved areas not requiring sodding with hydromulch seeding conforming to Section 02921 – Hydromulch Seeding.

B. Fence Replacement

1. Replace removed or damaged fencing to equal or better condition than existed prior to construction, including concrete footings and mow strips. Provide new wood posts, top and bottom railing and panels. Metal fencing material, not damaged by the Work, may be reused.
2. Remove and dispose of damaged or substandard material.

1.04 MAINTENANCE

- A. Maintain shrubs, plantings, sodded areas and seeded areas.
- B. Replace shrubs, plantings and seeded or sodded areas that fail to become established.
- C. Refer to Section Section 02922 – Sodding and Section 02921 – Hydromulch Seeding.

END OF SECTION

SECTION 03600

STRUCTURAL GROUT

PART 1 GENERAL

101 SECTION INCLUDES

- A. Non-shrink grout used wherever grout is shown in the Documents, unless another type is specifically referenced. Two classes of non-shrink grout (Class I and II) and areas of application are specified.

1.02 UNIT PRICES

- A. Include the cost for grout in the lump sum for each structure in which it will be used. No separate payment will be made for grout.
- B. Measurement for extra grout (Class I and II) is on cubic foot basis. Payment includes associated work performed in accordance with related sections included in the Contract Documents.
- C. Refer to Section 01270 - Measurement and Payment for unit price procedures.

1.03 REFERENCES

- A. CRD C 621 - Corps of Engineers Specification for Non-shrink Grout.
- B. ASTM C 109 - Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in or 50-mm Cube Specimens).
- C. ASTM C 230 - Specifications for Flow Table for use in Tests of Hydraulic Cement.
- D. ASTM C 1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink).

1.04 SUBMITTALS

- A. Conform to Section 01330 - Submittal Procedures.
- B. Quality Control:
 - 1. The Contractor shall submit manufacturer's literature certifying compliance with the specified properties for Class I and II grouts.

2. The Contractor shall submit manufacturer's literature containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of grout used in the work.

C. The Contractor shall submit manufacturer's written warranty as specified.

1.05 QUALITY ASSURANCE

A. Field Tests:

1. Compression test specimens will be taken during construction from the first placement of each type of grout, and at intervals thereafter as selected by the City Engineer to ensure continued compliance with these Specifications. The specimens will be made by the City Engineer or the City's designated representative.
2. Compression tests and fabrication of specimens for non-shrink grout will be performed as specified in ASTM C 109 at intervals during construction as selected by the City Engineer. A set of three specimens will be made for testing at 7 days, 28 days, and each additional time period as appropriate.
3. Grout already placed which fails to meet the requirements of these Specifications is subject to removal and replacement no additional cost to the City.
4. The cost of laboratory tests on grout will be borne by the City, but the Contractor shall assist the City Engineer in obtaining specimens for testing. However, the Contractor shall be charged for the cost of any additional tests and investigation on work performed which does not meet the Specifications. The Contractor shall supply materials necessary for fabricating the test specimens.

C. Warranty:

1. Provide one-year warranty for work provided under this Section.
2. Manufacturer's warranty shall not contain a disclaimer limiting responsibility to only the purchase price of products or materials furnished.
3. Manufacturer shall warrant participation with Contractor in replacing or repairing grout found to be defective due to faulty materials, as determined by industry standard test methods.

PART 2 PRODUCTS

2.01 APPLICATION

- A. The following is a listing of typical applications and the corresponding type of grout which is to be used. Unless indicated otherwise, grouts shall be provided as listed below whether or not called for on the Drawings.

<u>Application:</u>	<u>Type of Grout</u>
Structural member base plates	Non-shrink Class II
Storage tanks and other equipment	Non-shrink Class I
Filling blockout spaces for embedded items such as railing posts, gate guide frames, etc.	Non-shrink Class II (Class I where placement time exceeds 15 minutes)
Under precast concrete elements	Non-shrink Class I
Toppings and concrete fill less than 3 inches thick	Concrete Topping per Section 03310 and Section 03345

<u>Application:</u>	<u>Type of Grout</u>
Toppings and concrete fill greater than 3 inches thick	Concrete Fill per Section 03310 and Section 03345
Any application not listed above, where grout is called for on the Drawings	Non-shrink Class I, unless noted otherwise

2.02 PREPACKAGED GROUTS

- A. Basic Requirements for Cementitious Non-Shrink Grout:
1. Provide prepackaged non-shrink grout that is inorganic, flowable, non-gas-liberating, non-metallic, and cement-based, requiring only the addition of water.
 2. Deliver grout in original packaging with manufacturer's instructions printed on each container.
 3. Select the specific formulation for each class of non-shrink grout specified to conform to that recommended by the manufacturer for the particular application.

4. Compressive strength at 28 days: 7000 psi minimum.
5. Do not use a grout for which the non-shrink property is based on a chemically generated gas or gypsum expansion.

B. Class I Non-Shrink Grout:

1. Supply Class I Grout conforming to these specifications and to CRD C 621 and ASTM C 1107 Grade C and B (as modified below) when tested using the amount of water needed to achieve the following properties:
 - a. Fluid consistency (20 to 30 seconds) per CRD C 611 at initial testing.
 - b. Fluid consistency (45 seconds) per CRD C 611 at 30 minutes after mixing.
 - c. At temperatures of 45, 73.4, and 95 degrees F.
2. To satisfy non-shrink requirements, the length change from placement to time of final set shall not have a shrinkage greater than the amount of expansion measured after final set at 3 and 14 days. The expansion at 3 and 14 days shall not exceed the 28-day expansion.
3. Fluid grout shall pass through the flow cone, with a continuous flow, 1 hour after mixing.
4. Demonstrate in tests that grout maintains contact with the baseplate to provide an minimum effective bearing area of 95 percent of the gross contact area after final set.
5. The grout packaging shall list weight, maximum amount of mixing water to be used, maximum usable working time (pot life) at flowable consistency, and temperature restrictions for preparation and placement within which grout will meet specified requirements.

C. Class II Non-Shrink Grout:

1. Supply Class II Grout confirming to ASTM C 1107 and the following requirements when tested using the amount of water needed to achieve the following properties:
 - a. Flowable consistency: 140 percent flow on ASTM C 230, five drops in 30 seconds.
 - b. Fluid working time: 15 minutes, minimum.

c. Flowable duration: 30 minutes, minimum.

2. When tested, the grout shall not bleed at maximum allowed water.

2.03 CURING MATERIALS

A. Curing materials: As specified in Section 03390 - Concrete Curing and as recommended by the manufacturer of prepackaged grouts.

2.04 CONSISTENCY

A. Mix grouts to the consistency necessary to completely fill the space to be grouted. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that base concrete or masonry has attained design strength before grout is placed.
- B. When cementitious grouts are used on concrete surfaces, saturate the concrete surface with water for 24 hours prior to placement of cement-based grout. Upon completion of saturation period remove excess water prior to grouting.

3.02 GROUTING PROCEDURES

A. Prepackaged Grouts: Perform mixing, surface preparation, handling, placing, consolidation, curing, and other means of execution for prepackaged grouts according to the written instructions of the manufacturer. Use prepackaged materials in the quantities and proportions as directed by the manufacturer unless there is certified test data verifying that the specified properties are attained by modified mix.

3.03 CONSOLIDATION

A. Place grout in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

END OF SECTION

METAL FABRICATIONS

1.0 GENERAL

1.01 SECTION INCLUDES

- A. Bolts, anchors, nuts, sleeves, concrete anchors, scheduled items, and other miscellaneous metal items not specifically included under other sections of these specifications.

1.02 UNIT PRICES

- A. No separate payment will be made for work performed under this section. Include the cost of such work in pay item for which this work is required.
- B. Refer to Section 01270 - Measurement and Payment for unit price procedures and Section 01292 - Schedule of Values.

1.03 REFERENCES

- A. ASTM A36 - Carbon Structural Steel.
- B. ASTM A53 - Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- C. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- D. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- E. ASTM A276 - Stainless Steel Bars and Shapes.
- F. ASTM A307 - Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
- G. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- H. ASTM A501 - Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- I. ASTM F593 - Stainless Steel Bolts, Hex Cap Screws, and Studs.
- J. ASTM F594 - Stainless Steel Nuts.
- K. AWS A2.0 - Standard Welding Symbols.

- L. AWS D1.1 - Structural Welding Code.
- M. SSPC - Steel Structures Painting Council.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01330 - Submittal Procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
- C. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.
- D. Submit manufacturers' technical literature and test reports showing certified capacities for concrete anchors.
- E. All steel design shall be consistent with AISC Manual of Steel Construction, latest edition, and Uniform Building Code, latest edition.

1.05 QUALIFICATIONS

- A. Prepare Shop Drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Texas.
- B. Welders' Certificates: Submit under provisions of Section 01330 - Submittal Procedures, certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

1.06 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on Drawings.

2.0 PRODUCTS

2.01 MATERIALS

- A. Steel Shapes and Plate: ASTM A36.
- B. Stainless Steel Sections: ASTM A276, Type 316 for non-welded items and Type 316L for welded items.
- C. Steel Tubing: ASTM A500 or A501, Grade B.

- D. Pipe: ASTM A53, Grade B, Schedule 40.
- E. Bolts, Nuts, and Washers: ASTM A307, galvanized to ASTM A153 for galvanized components.
- F. Stainless Steel Bolts and Nuts: Bolts per ASTM F593, Type 316; nuts per ASTM F594, Type 316; UNC coarse threads.
- G. Concrete Anchors: Concrete anchors are inserted into holes drilled in hardened concrete and shall be one of the following types:
 - 1. Adhesive Anchors: Concrete anchors that are submerged, in splash zones, in enclosed spaces over liquids, or anchoring vibrating equipment shall be epoxy adhesive anchors. Adhesive anchors may be used at all locations where concrete anchors are required. Epoxy systems shall be Sika/FI System with Sikadur Injection Gel Epoxy, Master Builders Concrecive Epoxy Cartridge Dispensing System and Concrecive Paste LPL, or equal. Threaded rods shall be ASTM F593 Type 316 studs. Where adhesive anchors, or connected metal, are exposed to direct sunlight, the anchors shall be certified to maintain at least 90 percent of their rated strength (tested at 73 degrees F) when tested at 160 degrees F.
 - 2. Expansion Anchors: Where concrete anchors are indicated and adhesive anchors are not required, wedge type anchors made with ASTM A276, Type 316 Stainless Steel shall be used. Anchors shall be KWIK Bolt II By Hilti, Inc. or approved equal.
- H. Welding Materials: AWS D1.1; type required for materials being welded.
- I. Steel members in contact with liquids either continuously or intermittently must have a minimum thickness of 1/4".
- J. All aluminum must be type 5052, 6061, 6063, or 214 alloy unless otherwise noted or approved.
- K. Shop and Touch-Up Primer: Compatible with systems specified in Section 09900 - Painting or Section 09915 - Protective Coatings.
- L. Metal Grating shall be new and undamaged. Grating shall conform to Fed Spec RR-G-661, Type I, and shall be rectangular, welded, and galvanized after fabrication. Gratings shall be designed for not more than 1/360 deflection with a uniform live load of 100 pounds per square foot. Fastening devices shall be galvanized steel saddle clips.

Grating shall be 1 inch in depth unless otherwise indicated on the drawings. Bearing bars shall be at least 3/16-inch thick, and spaced at

1-3/16 centers, and tied with transverse bars spaced no more than 4 inches on center.

- M. Handrail pipe shall be standard, galvanized, seamless pipe of the size and weight shown on the plans.

2.02 FABRICATION

- A. Fit and shop assemble in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- E. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
- F. Gratings shall be of one piece resistance welded construction and shall be accurately fabricated, free from warps, twists, or other defects which affect the appearance and serviceability of the grating. The tops of the bearing bars and cross bars shall be in the same plane, and there shall be no acute angles at joints between bearing and transverse bars.

Panels shall be within 3/16-inch plus or minus of authorized length, within 1/8-inch plus or minus of authorized width, and shall have a maximum difference in length of opposite diagonals of 1/4-inch. The spacing of bearing bars shall be within 1/32-inch or authorized spacing. Cross bars and edge bars of adjacent panels shall align. After installation there shall be no more than 1/4-inch clearance between panels. Bearing bars shall be parallel.

Openings shall be provided for the passage of pipes or for other purposes. Grating shall be laid out so that openings are centered on a joint between sections. Ends of bearing bars shall be banded to the full depth of the grating with steel bars 3/16-inch thick. Bands on end bearing bars shall be welded to the first, last, and every fourth intermediate bar unless the panel has been cut for reasons of placement around objects, in which case the bands shall be welded to all intersecting members. Transverse bars shall be cut off flush with the outside face of side bars.

2.03 FINISHES

- A. Prepare surfaces to be primed in accordance with SSPC SP 2.
- B. Do not prime surfaces in direct contact with concrete or where field welding is required.
- C. After fabrication and prior to galvanizing, all sharp edges and corners of cut or sheared edges shall be dulled by at least one pass of a power grinder.
- D. Galvanize, after completion of welded fabrication, in accordance with ASTM A123, structural steel members. Provide minimum 1.25 oz/sq ft galvanized coating.

3.0 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Beginning of installation means erector accepts existing conditions.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply items required to be cast into concrete or embedded in masonry with setting templates, to appropriate sections.
- C. All stainless steel threads to be coated with an anti-seizing compound prior to installing the nuts.
- D. Metal Grating panels shall be stored on blocking so that no metal touches the ground and water cannot collect thereon. The panels shall be protected against bending under their own weight or superimposed loads.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on shop drawings.
- D. Perform field welding in accordance with AWS D1.1.

- E. Obtain Engineer approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed except surfaces to be in contact with concrete.
- G. Gratings shall be installed with each section readily removable and replaceable. Adjacent panels shall be neatly fitted together. Minimum clearance shall be 3/16-inch.

Grating shall lie flat with no tendency to rock when installed. Poorly fitted or damaged grating will be rejected.

Fastening devices shall be provided for grating sections that are not installed in angle frames forming a recess.

H. Handrails

1. Splices. In general, the railings shall be fabricated in the lengths shown on the Plans and in accordance with details shown thereon. If the Contractor wishes to splice pipe in a single panel unit for the purpose of handling or adoption of available pipe, the splice must be approved by the Engineer. Splices, whether field or shop, shall be full butt welded splices.
2. Alignment. The rail shall be set up and nuts loosely tightened. The rail shall then be aligned both horizontally and vertically and the nuts tightened firmly. After the rail is aligned and the nuts tightened, all nuts shall be tack-welded to the base plates.
3. Anchor Bolts. Anchor bolts shall be set to the exact positions shown on the Plans. Templates shall be used to hold the anchor bolts in place during concreting operations.
4. Completed handrail shall be painted with two coats of aluminum paint.

3.04 ERECTION TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.

END OF SECTION

MISCELLANEOUS FERROUS METALS

1.0 GENERAL

1.1 SCOPE

- A. This section covers furnishing and installing miscellaneous ferrous metal items, except structural steel and reinforcing steel. Included are all materials and parts necessary to complete each item, even though such work is not definitely shown or specified.
- B. Furnish all bolts, anchors, sleeves, and other devices to be built into construction for the support of miscellaneous ferrous metal items. Where applicable, including placing instructions and templates to ensure proper installation.
- C. The specific items to be furnished and installed under this specification include the following:
 - (1) Grating frames.
 - (2) Expansion bolts.
 - (3) Miscellaneous shapes and plates.
 - (4) All other metal items not specifically included under other sections of the specifications.

1.2 REFERENCE STANDARDS

- A. American Welding Society (AWS).
- B. American Society for Testing and Materials (ASTM).
- C. American Iron and Steel Institute (AISI).
- D. Federal Specifications.
- E. American Institute of Steel Construction (AISC).
- F. American Association of State Highway and Transportation Officials (AASHTO).

1.3 SUBMITTALS

- A. Shop Drawings and Product Data. Submit in accordance with Division 1 - General Requirements.
- B. Manufacturer's Product Data. Shall contain sufficient information to evaluate conformance to specifications and product suitability for intended use. Submit test reports from accredited independent testing laboratories where specified. Submit for the following products:
 - (1) Expansion bolts.
 - (2) Deformed bar anchors and welded studs.
 - (3) Standard cast products.
- C. Samples. Submit full-size samples taken from manufacturer's stock, complete as required for installation. Approved samples may be installed in the work. Submit samples of checkered plate.

1.4 FIELD MEASUREMENTS

Prior to fabrication, take necessary field measurements of previously installed construction so that work will fit properly. Members that do not fit properly shall be replaced unless approval for their modification has been obtained from the Engineer.

1.5 QUALIFICATION OF WELDERS

Welding to or on structural steel or miscellaneous metal items of structural steel shall be performed by certified welders. Welders shall be qualified by procedures of the American Welding Society, Standard B3.0, using procedures, materials, and equipment of the type required for the work.

2.0 PRODUCTS

2.1 FABRICATION

- A. Assembly. Where practical, fit and assemble items in the shop and deliver to the site ready for installation.
- B. Standard Products. Details and specifications of items for which equivalent standard products are available are considered as respective guides for such items. Standard products will be acceptable, subject to approval, provided they vary only in minor details from the requirements of drawings and specifications.
- C. Gages. U. S. Standard for sheet and plate.

- D. Substitutions. Any proposed substitution of shapes and modification of details shall be shown on shop drawings and approved prior to ordering materials and fabrication.
- E. Galvanizing. Hot-dip galvanize all miscellaneous carbon steel items after fabrication, unless otherwise specified. Cast iron and items completely embedded in concrete shall not be galvanized. Galvanize in accordance with ASTM A 123, A 120, A 153, A 163, A 386 or A 525, as applicable.
- F. Anchorage. Provide anchors where necessary to fasten miscellaneous metal items securely in place. Anchorage not otherwise shown or specified includes slotted inserts, expansion shields and powerdriven fasteners when approved for concrete; toggle bolts and through bolts for masonry; machine and carriage bolts for steel; through bolts, lag bolts and screws for wood. Slotted insert must be a type required to engage with anchors.

2.2 MATERIALS

Use the following materials exclusively unless otherwise specified:

- A. Cast Iron. ASTM A 48, Class 30 (minimum).
- B. Structural Steel Shapes, Plates and Bars. ASTM A 36, except where noted otherwise.
- C. Steel Pipe. Welded or seamless pipe, conforming to ASTM A 53, Type E or S, Grade B, open-hearth or basic-oxygen steel with sulphur content not more than 0.05 percent.
- D. Stainless Steel. Where indicated on the drawings as "stainless steel", "stn. steel", or "SS" use stainless steel conforming to AISI 316 for nonwelded items and AISI Type 316L for welded items. All stainless steel shall have a minimum yield strength of 45,000 psi.
- E. Welded Stud and Deformed Bar Anchors. Shall conform to ASTM A 108 with quality equal to Nelson or KSM stud welding fastening systems. Size and space studs and deformed bar anchors as shown.
- F. Carbon Steel Bolts and Washers. Shall conform to ASTM A 307 or ASTM A 325 as noted on the drawings. Washers bearing on metal shall be cast steel.
- G. Stainless Steel Bolts. Shall be AISI Type 316 conforming to ASTM A 193. Use stainless steel bolts where indicated on the drawings as "stainless steel", "stn. steel" or "SS".

H. Anchor Bolts. Shall conform to ASTM A 307. Provide anchor bolts for all equipment and machinery when anchor bolts are not furnished by the manufacturer. Anchor size, length, projection, etc., shall conform to the requirements of the equipment and machinery manufacturer. All anchor bolts shall be galvanized. Use templates to accurately position the anchor bolts in the forms.

I. Expansion Bolts.

- (1) Carbon steel expansion bolts shall be galvanized. Use galvanized steel expansion bolts unless indicated otherwise.
- (2) Stainless Steel Expansion Bolts. Where expansion bolts are indicated as "stainless steel", "stn. steel", or "SS" on the drawings, provide stainless steel expansion bolts conforming to AISI Type 316.
- (3) All expansion bolts shall have a 4:1 safety factor with a minimum working capacity as follows:

Bolt Size	7/8"	3/4"	1/2"
Minimum Shear Strength	5250#	4250#	1650#
Minimum Pullout Strength	5250#	4250#	1300#
Minimum Embedment	7"	4"	3-1/2"

- (4) Where so indicated on the drawings, provide expansion bolts that are removable and reusable.
- (5) Provide manufacturer's technical literature and test reports from an accredited independent testing laboratory showing certified bolt capacities for expansion bolts proposed for use on this project.

J. Anchors.

- (1) Expansion Shields. Federal Specification FF-S-325.
- (2) Toggle Bolts. Federal Specification FF-B-588.

K. Fasteners.

- (1) Bolts and Nuts. Suitable for use intended.
- (2) Power-driven Fasteners. May be used only when approved in writing.
- (3) Screws. Federal Specification FF-S-85, FF-S-92, and FF-S-111, as best suited for use intended.

- (4) Lock Washers. Federal Specification FF-W-84 for lock washers.
- (5) Flat Washers. Suitable for use intended.
- L. Lead. Federal Specification QQ-C-40.
- M. Paint for Shop Coat. Specified in Division 9 - Finishes, Painting.
- N. Galvanizing Repair Coating. Carboline Carbo Zinc No. 11; Galv-Weld Products' Galv-Weld Alloy; Koppers' Organic Zinc Coating; or equal.

2.3 WORKMANSHIP

- A. Fabrication of stainless steel items shall conform to AISC specifications, "Structural Steel for Buildings". Carefully form metal work to shape and size, with sharp lines and angles and true curves. Drilling and punching shall produce clean, true lines.
- B. Do not use screws or bolts on shop connections where their use can be avoided; where used, countersink heads, screw up tight, and nick threads to prevent loosening. Finish welds and rivets flush and smooth on surfaces that will be exposed after installation. Cope or miter corners.
- C. Welding equipment and welding shall conform to the requirements of the American Welding Society Structural Welding Code, latest edition. Welding not governed by the above shall be performed in accordance with the best modern practice for strength and durability. All welds exposed to view in completed work shall be ground down flush and finished smooth. Weld continuously along the entire line of contact except where tack welding is permitted. Do not tack weld connections that will be exposed to view.
- D. Where tight joints are required, mill to a close fit.
- E. Conceal fasteners where practical.
- F. Thickness of metals and details shall be of ample strength and thickness.
- G. Form joints exposed to weather to exclude water.
- H. Provide holes and connections for work of other trades.
- I. Provide castings of uniform quality, free from blowholes, porosity, hard spots, shrinkage distortion or other defects. Conform to dimensions indicated with tolerance of plus or minus 1/8 inch, except that dimensions of covers and openings to receive them shall be limited to a tolerance of plus or minus 1/16 inch. Castings shall be smooth and well cleaned by shot blasting or other

approved methods. Machine horizontal bearing surfaces of covers that will be subjected to vehicular or foot traffic; provide machine bearings or contact surfaces for other joints where indicated or required for satisfactory installation.

2.4 MISCELLANEOUS METAL ITEMS

Descriptions of the following items are for the purpose of conveying more definite information regarding the items and are not to be taken as complete or the final list of items to be furnished. Check drawings and other sections of the specifications and provide all required miscellaneous ferrous metal work.

A. Frames and Supports Fabricated from Structural Shapes.

- (1) Provide all miscellaneous frames and supports, shown on the drawings, including but not limited to the following:
 - (a) Pipe and electric cable tray supports.
 - (b) Miscellaneous equipment supports and platforms.
- (2) All material, fabrication and erection shall conform to the drawings and these specifications.
- (3) Items not indicated to be galvanized shall receive a shop coat of paint as specified in Division 9 - Finishes, Painting.

B. Miscellaneous Items Fabricated from Stainless Steel.

- (1) All items indicated on the drawings as "stainless steel" or "SS" shall be fabricated from stainless steel plate or shapes.
- (2) All material, fabrication and erection shall conform to the drawings and these specifications.

C. Checkered Floor Plate.

- (1) Provide checkered floor plate and frames in locations indicated. Size and thickness shall be as shown on the drawings. Floor plate shall be a solid plate with skid-resistant raised projections. Raised projections shall be of a uniform continuous pattern design. All floor plates used on this project shall have the same pattern. Submit manufacturer's brochure showing the raised pattern projection proposed for use on this project.
- (2) Floor plate shall be attached to the frame in the manner shown or left unattached as indicated on the drawings.
- (3) All floor plates and frames shall be galvanized after fabrication.

- (4) Submit shop drawings showing details of construction and showing floor plate layout. Provide sample of checkered plate showing pattern of raised projections.

D. Frames Fabricated from Structural Shapes.

- (1) Provide for door openings; frames around curbs, pits and other openings in floors and walls, not otherwise specified, as indicated.
- (2) Construct frames to sizes indicated, of steel channels, bent plates, steel angles, flat bars, steel plate or combinations of shapes as detailed. Accurately square, miter, butt or cope frames as necessary and fully weld with all welds on exposed surfaces ground smooth.
- (3) Provide steel strap anchors of sizes and spacing indicated, welded to back of frames for anchoring into masonry, concrete or to steel as necessary. Where size and spacing of anchors are not shown, use 1/4" x 2" x 10" straps with ends turned up 2 inches. Space anchors not more than 24 inches apart, unless otherwise shown.
- (4) For door frames, provide clip angles welded to bottom of jamb members. Provide with two 1/2-inch diameter floor bolts for each angle. Provide spreaders between the bottom of the jamb members which are to be removed after frames are properly set and securely anchored. For frames to receive hinged doors, provide continuous stops plug-welded to frame. Prepare frames for specified hardware.
- (5) Items not indicated to be galvanized shall receive a shop coat of paint as specified in Division 9 - Finishes, Painting.

E. Miscellaneous Lintels, Shelf Angles, Beams, Plates and Steel Joist Anchor Plates.

- (1) Provide miscellaneous lintels, shelf angles, beams, plates and steel joist anchor plates as indicated. Use 8-inch bearings at each end of lintels, unless otherwise shown. Weld or bolt members together as indicated to form a complete assembly. Set beams on bearing plates as indicated.
- (2) Where shelf angles are attached to concrete or masonry with bolts and adjustable inserts, provide drilled holes of proper size and spacing in vertical leg.
- (3) Where shelf angles are secured to concrete with anchors with anchors, weld steel anchors, of size and spacing shown, to back of angles.

- (4) Provide a shop coat of paint as specified in Division 9 - Finishes, Painting, except where galvanizing is shown. Where required, hot-dip galvanize after fabrication.

F. Pipe Handrails.

- (1) Fabricate railings of standard weight steel pipe 1-1/4-inch minimum I.D., unless otherwise shown. Form railings to design indicated with all turns and easings. Use flush fittings with full welded connections for elbows, wall returns and caps. Joints at tees and crosses may be formed by welding with or without flush fittings. When fittings are not used, notch the pipe end to fit the contour of the pipe to which it is joined. and then weld. Dress all welds smooth.
- (2) Set vertical pipe supports, which extend into concrete or masonry, into built-in galvanized steel pipe sleeves of depth indicated. Grout the joint between upright and sleeve with nonshrink grout specified in Division 3 - Concrete, Nonshrink Grout. Provide 1/4" x 4" kick plate to comply with OSHA requirements.
- (3) Secure horizontal pipe rails terminating against concrete or masonry to the walls.
- (4) Return ends of wall handrails to walls and secure with to wall.
- (5) Support wall handrails with intermediate malleable iron brackets. Space brackets near ends of rails and not over 5 feet apart. Secure brackets to walls with expansion or toggle bolts of substantial size and type. Fasten rails to brackets from underside with machine screws.
- (6) All handrail components shall be designed and fabricated to meet OSHA's standard load requirements.
- (7) All pipe railings shall be hot-dip galvanized after fabrication.
- (8) Provide shop drawings on all handrail indicating layout, mark numbers, connection and joint details. Tag each rail section with a weatherproof tag showing mark numbers corresponding to approved shop drawings. Place at end of pipe rail section.

2.5 SHOP PAINTING

- A. Deliver all iron and steel that is not to be galvanized or encased in concrete with one coat of specified primer on all surfaces.

- B. Thoroughly clean surfaces or rust, mill scale and foreign matter by scraping or wire brushing. Clean of oil, grease and dirt with solvent, before painting.
- C. Before assembly, paint surfaces that will be inaccessible after fabrication.
- D. Shop coat of paint shall be as specified in Division 9 - Finishes, Painting.

3.0 EXECUTION

3.1 CONDITION OF SURFACES

Prior to installation, inspect surfaces to which miscellaneous ferrous metal items will be attached. If the condition of such a surface will adversely affect installation, do not proceed with installation until corrective measures have been taken.

3.2 INSTALLATION

Accurately set work to established lines and elevations and securely fasten in accordance with approved shop drawings and provisions of this section.

3.3 WELDING TO STRUCTURAL STEEL

Conform to requirements of the American Welding Society Structural Welding Code.

3.4 ERECTION OF STRUCTURAL STEEL

Erection of structural steel items shall conform to AISC Specification, Structural Steel for Buildings.

3.5 TOUCH-UP

Touch-up surfaces damaged by welding, cutting, abrasion or from other causes as follows:

- A. Shop Painted Surfaces. Use a rust-inhibiting paint the same as or compatible with the shop coat as specified in Division 9 - Finishes, Painting.
- B. Galvanized Surfaces. Apply two coats of galvanizing repair coating.

3.6 GROUTING

Grout for base plates, handrail posts, etc., shall be as specified in Division 3 - Concrete, Nonshrink Grout.

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METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 SCOPE

This section covers hollow metal doors and frames. Doors shall be steel, flush type, except otherwise shown or specified.

Doors shall be installed complete with frames and other accessories as required by the drawings or specified. Structural steel door frames and finish hardware are covered in the structural and miscellaneous metal section and finish hardware section, respectively.

1.02 SUBMITTALS

A. Complete detail drawings of all items specified herein shall be submitted in accordance with the procedure set forth in the Section 01 300.

B. Material Submittals

- i. Drawings shall show elevations of each door type; details of each frame type; location or identification of each item; typical and special details of construction; methods of assembling sections; location and installation requirements for hardware; size, shape and thickness of materials; joints; connections; and finish.
- ii. Threshold and Weather-Stripping: Contractor to submit descriptive manufacturer's data on threshold and weather-stripping.

iii. Hardware: Contractor to submit descriptive manufacturer's data on all hardware.

1.03 MANUFACTURERS

Details of doors, frames and appurtenances shall be as specified herein and shall be acceptable to the Engineer. Doors and frames shall be the product of a manufacturer who is regularly engaged in the manufacture of the type of items specified.

Subject to the specified requirements, internally reinforced doors and accompanying frames shall be equivalent to those manufactured by:

- i. Curries Manufacturing Company
- ii. Firedoor Corporation of America
- iii. Phillip Manufacturing Company
- iv. Pioneer Industries

- v. Trussbilt, Incorporated
- vi. Or Equal

Subject to the specified requirements, doors with foamed-in-place urethane core and accompanying frames shall be equivalent to those manufactured by:

- i. The Ceco Corporation
- ii. Mesker Brothers Industries, Inc.
- iii. Or equal.

Doors and frames by other manufacturers may also be acceptable, provided the functional and quality requirements of this section are satisfied.

PART 2 MATERIALS

A. Steel Doors

- i. Doors shall be manufactured from commercial quality, cold-rolled steel sheets. Frames shall be manufactured from commercial quality, cold-rolled steel. Steel shall conform to ASTM designations A366 or A620 and A568. Steel shall be chemically treated to promote good paint adhesion.
- ii. Doors shall be 1 3/4-inch thick and be manufactured from two 18 gauge steel sheets. A one-piece resin-impregnated honeycomb core with sanded edges shall be securely bonded to both face sheets. Doors shall have mechanically interlocked vertical edges, flush face sheets, and hairline edge seams. The top and bottom of the doors shall be closed flush by 16 gauge channels. Doors shall be mortised for 5-inch high template hinges. Hinge reinforcements shall be 7-gauge steel and drilled and tapped.
- iii. All doors in electrical and chlorine rooms shall open outward unless shown otherwise on the plans.

B. Steel Frames

- i. Frames shall be knocked-down field-assembled type or welded-unit type. Head and Jamb members shall have die cut mitered corners that interlock rigidly when field assembled.
- ii. Frames shall have 5-inch high integral stops and 2-inch faces and shall have a frame depth as required by application.
- iii. Frames shall be provided with conventional jamb anchors, and with adjustable floor anchors. Three (3) rubber door silencers shall be furnished for strike jambs.

- iv. Frames for 15-inch doors shall be 16-gauge steel. Hinge reinforcements shall be 7-gauge steel. Hinge jambs shall be mortised for 5-inch high template hinges and lock jambs shall be mortised for Universal (4/7/8-inch) lock strike. Hinge and strike reinforcements shall be drilled and tapped.

C. Thresholds and Weather-stripping

- i. Thresholds shall be 16-gauge cold-rolled steel.
- ii. Weather-stripping shall be spring stainless steel.

D. Hardware

- i. Hinges: Hinges shall be full mortise, 5 knuckle, plain bearing stainless steel. Hager Hardware model 1191 or approved equal.
- ii. Locksets: Locksets shall be Yale Mono-locks 6200 series with interchangeable cores; or owner designated manufacturer and model.
- iii. Provide hardware including rings, knobs, passage cylinder, closer and panic bars that are corrosion resistant. The panic hardware shall be supplied on the interior side of Chlorination room and Electric Control room doors. Provide a stainless steel lock set for all doors under this section.

E. Internal Reinforcing

Internal reinforcing shall be of cold rolled steel.

F. Filler for Internally Reinforced Doors

Filler for internally reinforced doors shall be of mineral wool, fiberglass, asbestos, urethane foam, or polystyrene foam

G. Anchoring Devices

Anchoring devices shall be Cadmium plated where exposed; cadmium plated or galvanized where concealed.

H. Expansion Anchors

Expansion anchors shall be Hilti Kwik-Bolts, Molly Parabolt, or equal.

- I. Metal Gage: Gages of steel sheet metal specified herein refer to US Standard gage and are minimum permissible thicknesses.

- J. Nomenclature: The nomenclature used herein conforms to ANSI A123.1.

2.02 FRAMES

Frames for doors, transoms, sidelights, mullions and interior glazed panels shall be formed of steel to the sizes and shapes indicated. Metal for frames shall be not lighter than 16 gage.

- A. Workmanship. The finished work shall be strong and rigid, neat in appearance, and free from defects. Molded members shall be fabricated straight and true with corner joints well formed, and with fastenings concealed where practicable.
- A. Joints. Joints for frames shall be mitered or butted and continuously welded on the reverse side to produce rigid joints which are invisible on the face of the frame. Frame bottoms shall be held rigidly in position by spreader bars to maintain proper alignment during shipment and erection.
- B. Hardware Provisions. Frames shall be prepared at the factory for the specified hardware. Frames shall be mortised, reinforced, drilled and tapped for mortised hardware, and shall be reinforced for surface cutouts. Frames for all doors except weather-stripped doors shall be punched to receive silencers, three holes on the lock side of single door frames and one hole for each leaf in heads of double door frames. Lock strikers shall be set out and adjusted to provide clearance for silencers.
 - i. Concealed metal reinforcements shall be provided for hardware with the following minimum thicknesses.

a. Hinge Reinforcement	10 Gage
b. Strike Reinforcement	14 Gage
c. Closer Reinforcement	12 Gage
d. Other Reinforcement	14 Gage
- C. Mullions and Transom Bars. Mullions and transom bars shall be reinforced tubular construction connecting neatly with heads and jambs and secured in place by concealed interlocking joints or by welding. Removable transom bars shall be connected to frames at jambs by concealed fasteners as shown on the drawings. Cutouts or removable plates shall be provided as required for access to fasteners.
- D. Reinforcing. Where structural steel members are indicated at mullions, transoms, or other locations, and are required to be built into hollow metal frames, the structural steel shapes shall be provided as part of the frame assembly.
- E. Wall and Floor Anchors. Metal anchors of sizes and shapes required for the adjoining type of wall construction shall be provided. Jamb anchors shall be fabricated from steel, with thickness not less than the gage used for frames. Anchors shall be located near the top and bottom of each frame and at intermediate points not to exceed 32 inches spacing.
 - i. For frames set in masonry, jamb anchors shall be at least 10 inches long, adjustable, and corrugated or other deformed type.

- ii. For frames set in metal stud partitions, anchors shall be welded to the backs of frames. Anchors shall be fastened to steel studs with 1/4 inch machine bolts, or by welding.
 - iii. For frames set in hardened concrete or existing masonry walls, anchorage shall be provided as shown on the drawings.
 - iv. Door frames shall be anchored to the floor with a 16 gage base clip at each jamb. Clips shall be sized and drilled for at least two 3/8 inch anchoring devices. Where floor fill occurs at a door opening, the bottom of the frame shall terminate at the indicated finish floor level and shall be supported by adjustable extension clip angles anchored to the structural slab.
- F. Stops and Beads. Metal glazing beads, 18 gage, shall be furnished with hollow metal frames at transoms sidelights interior glazed panels and other locations where beads are indicated on the drawings. Frames shall be prepared to receive the glazing beads, stops and gaskets. Beads shall be fastened to frames with oval head machine screws, spaced at 9 inch centers maximum. Beads having a molded shape shall be mitered at corners. Rectangular beads may be either mitered or butted at corners.
- G. Installation. Frames shall be set in position, plumbed, aligned, and braced securely until permanent anchors are set. Frames shall be anchored to floors with expansion anchors or as shown on the drawings. Jamb anchors shall be built into walls and secured to adjoining construction. Spreader bars shall remain in place until frames have been built into the walls.

2.03 HOLLOW METAL DOORS

Doors indicated on the drawings as flush hollow metal, including doors with glazed and louvered openings, shall be as specified herein.

- A. Workmanship. Doors shall be rigid, neat in appearance, and free from defects. Molded members for glazed doors shall be formed straight and true, with joints coped or mitered, well formed, and in true alignment. All welded joints on exposed surfaces shall be dressed smooth so that they are invisible after finishing.
- B. Sizes and Clearances. Doors shall be 1-3/4 inches thick, full flush type, of the sizes and design indicated. Clearances for doors shall be 1/8 inch at jambs and heads, 1/4 inch at meeting stiles of pairs of doors, and 3/4 inch at bottom unless otherwise indicated or specified. Stiles, center rails, and top rails of recessed panel doors shall be approximately 5-1/2 inches wide; bottom rails shall be approximately 8 inches wide.
- C. Construction. Doors shall have 18 gage seamless outer sheets. Side edges of doors shall be flush, with all seams either mechanically interlocked or continuously welded or spot welded at 4 inch centers maximum, filled with filler metal, and dressed smooth. Doors shall be

prepared at the factory for hardware and for glazing and louvers as indicated on the drawings and as specified. Door cages shall be beveled or rounded.

1. Internally reinforced doors shall have fillers placed in the spaces between reinforcing members, and shall be reinforced by one of the following methods:
 - i. With interlocking vertical channels or Z-shaped members, not less than 20 gage, at 6-inch spacing and welded to outer face sheets.
 - ii. A continuous truss of 28 gage sheet metal welded to outer face sheets.
2. Foam-filled doors shall have all internal spaces completely filled with a rigid urethane core foamed in place and chemically bonded to the interior surfaces of the door.
3. Out swinging exterior doors shall be finished flush at the top.

D. Hardware Provisions. Doors shall be mortised, reinforced, drilled and tapped for mortised hardware. Reinforcing units shall be provided for lock sets. Reinforcing plates shall be provided for mortised and surface applied hardware in at least the following thicknesses:

- | | | |
|----|--|---------|
| 1. | Hinge Reinforcement | 10 Gage |
| 2. | Surface Applied Closers and Hold Open Arms | 12 Gage |
| 3. | Other Reinforcement | 14 Gage |
4. Where concealed overhead door closers are required, the necessary cutouts, reinforcement, and provisions for fasteners shall be made in the heads of doors.
 5. The location of hardware items shall be in accordance with NBHA "Recommended Locations for Builders' Hardware".

E. Astragals. The meeting edges of all exterior double doors and interior double doors scheduled to be weather-stripped shall be provided with astragals. Astragals shall be applied to the active leaf unless otherwise indicated. When the astragal is attached to the inactive leaf, the active leaf shall be prepared for a lock set with a 3-3/4 inch basket.

2.04 TRANSOM PANELS

The construction of transom panels shall be as specified for hollow metal doors. Removable panels shall be fastened to frames with oval head machine screws, spaced at 9 inch centers maximum.

PART 3 EXECUTION

3.01 FINISH

A primer shall be applied to all surfaces of ferrous metal furnished under this section. Metal surfaces shall be cleaned and given phosphate or equivalent treatment to assure maximum corrosion protection and paint adherence. A dip or spray coat of synthetic resin, rust-inhibitive, metallic oxide or zinc chromate primer shall be applied to all surfaces, then baked or oven-dried. Finished surfaces shall be smooth and free from irregularities.

3.02 DOORS AD FRAMES

1. Doors and frames shall be assembled and installed by contractor and shall be erected plumb and in true alignment. Preparation for surface applied hardware shall be performed on the jobsite by the contractor. Frames shall be rigid and securely anchored in place. Doors shall be installed in a manner to achieve the intended functional operation and appearance.
2. Doors and frames shall be chemically treated for optimum painting adherence and painted a uniform coat of rust inhibiting quality primer-oven dried. Prime paint finish shall be in conformance with ANSI standard A224.1-1980. Finished coat shall be as shown on the plans per Specification Item 9901 – Protective Coatings.

3.03 THRESHOLD AND WEATHER-STRIPPING

1. Thresholds shall be installed in full bed of caulking compound; fastened to substrate with countersunk, Phillips head screws into lead sleeves; and ends coped to door frame profile.
2. Weather-stripping: Weather-stripping shall be installed according to manufacturer's directions at head and jambs after completion of finish painting. Fasten with evenly and symmetrically spaced, countersunk, stainless steel flat head screws.
3. Installation shall be in strict compliance with manufacturer's printed instructions using non-corrosive materials and methods.

END OF SECTION

PAINTING AND PROTECTIVE COATINGS
FOR POTABLE WATER STORAGE TANKS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide for the furnishing of all materials, supplies, labor and equipment necessary for surface preparation and application of paints and/or protective coating materials in a safe manner with proper handling and removal and disposal of all waste materials.
- B. Intent of Specification:
 - 1. To provide for application of selected paints and coatings application over properly prepared surfaces in a skilled manner to achieve a lasting protective coating.
 - 2. To present minimum requirements for performance of work, supplemented with specific items which are applicable to this project.
 - 3. To provide requirements for debris handling and storage, testing and removal.
- C. Environmental protection, safety and worker protection, including control of air pollution and visible emissions from particulate matter are to be done in accordance with Section 01351, "Environmental Safety and Worker Protection", if this Section is included in these specifications.
- D. Requirements for handling, testing and disposal of hazardous and non-hazardous waste shall be in accordance with Section 01576, "Waste Material Disposal", if this Section is included in these specifications.
- E. All surface preparation and painting for Welded Steel Water Storage Tanks must be performed within a distance of 50 miles from Houston City Hall.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work
- B. Section 01300 - Submittals
- C. Section 01351 - Environmental Safety and Worker Protection
- D. Section 01576 - Waste Material Disposal

1.03 MEASUREMENT AND PAYMENT

No separate measurement and payment for work performed under this Specification Section. The Contractor shall include the cost for this work in the contract bid price for work of which this is a component part.

1.04 SCOPE OF WORK

- A. Furnish all materials, equipment, supplies and accessories required in connection with the work specified herein.
- B. Obtain all permits necessary to complete the surface preparation and coatings work designed for this project, including removal, handling and disposal of used abrasive, hazardous and/or toxic waste materials. For blasting and painting water storage tanks, the contractor shall perform work in compliance with Title 31 Natural Resources and Conservation Part III., Texas Air Control Board Chapter III. Control of Air Pollution from visible Emissions and Particulate Matter Abrasive Blasting of Water Storage Tanks Performed by Portable Operations, 31 TAC 111.131 through 139, latest revisions.
- C. Use non-lead containing coatings which comply with all laws, regulations and ordinances of the Federal, State, and Local government including V.O.C. regulations.
- D. Specification covers the surface preparation and painting of all surfaces, both interior and exterior, except as otherwise specified or specifically excluded.
- E. Protect all adjacent work, vehicular traffic, property and persons from damage, i.e., over spray, overblast and spillage. Should damage occur, make provisions for repair of damage in a timely manner.
- F. Properly store and handle materials according to manufacturer's requirements and in compliance with applicable government regulations.
- G. Provide scaffolding, ladders, lighting and equipment as necessary to accomplish work and to provide safe access for inspection by the City of Houston or its designated representative. All operations, equipment and their installations shall comply with all applicable laws, regulations and ordinances. Compliance with OSHA Standards per 29 CFR 1926 and 29 CFR 1910 is to be enforced by the Contractor.
- H. Provide for the safety of all personnel, including but not limited to the use of explosion proof lighting and proper electrical grounding of equipment. Handling and application of all coating materials shall be in accordance with the manufacturers latest material safety data sheets (SDS) and/or product data sheets.
- I. Contractor to provide daily site clean-up.
- J. Coating application prior to erection, as a minimum, shall be as required in 3.05.Q of

these specifications.

1.05 EXCLUSIONS

- A. Unless otherwise specified, painting will not be required on the following items:
 - 1. Exposed surfaces of aluminum
 - 2. Polished or finished stainless steel
 - 3. Nickel, Monel, Copper, Bronze, Lead or Brass
 - 4. Rubber and plastic including fiberglass reinforced plastics
 - 5. Chromium plated surfaces
- B. If contractor applies paint to or causes damage to surfaces to be protected, or unspecified surfaces, removal of coating, repair or replacement of item is required.

1.06 SCHEDULING

- A. Perform painting work according to the contract construction schedule as required in Section 01300 - Submittals.
- B. Scheduling shall not supersede temperature, humidity or other environmental requirements for coatings application included in these specifications.
- C. Coordinate work of other trades and provide conditions for neat, clean, dust-free work.

1.07 SUBMITTALS

Submittals for materials and/or systems proposed for use on this project must conform to requirements included in Section 01300 and shall include, but not be limited to, those items listed for each product/system below. Submittals shall be provided to the Engineer for review.

- A. Paint and Protective Coatings:
 - 1. Manufacturer Technical Data Sheets for all paints, coatings, solvents, detergents and degreasers proposed.
 - 2. Manufacturer Material Safety Data Sheets (SDS) for all paints, coating and thinners proposed.
 - 3. Color name and/or number with color chart for each specific coating product.

4. Manufacturer's statement of conformance with ANSI/NSF 61 (NSF International) requirements for use on potable water tank interior surfaces.
5. Manufacturer's specific ventilation requirements for products used on interior surfaces. Ventilation requirements shall be provided to ensure adequate evacuation of solvents to prevent solvent entrapment, worker exposure to solvents above the OSHA PEL and provide for timely coating system cure.

B. Abrasive Blast Products

Abrasive blast product submittals shall include, but not be limited to, the following:

1. Manufacturer's certification or laboratory analysis that the product proposed contains less than 1% Free crystalline silica.
2. Laboratory analysis of blast material presenting results of blast material testing as required in SSPC-AB 1, Table 1 requirements for Chemical and Physical Properties of Abrasives, except that the conductivity test for water soluble contaminants in accordance with ASTM D-4940 shall not exceed 500 microsiemens (micromhos).
3. Safety Data Sheets.
4. Composition, mesh size, and bulk density.
5. Recommended application nozzle, air requirements, and pressure.

C. Containment System

The Contractor shall include in his submittal a sample or samples of containment materials including screens, tarpaulins, sheets, films and ground covers. The submittal shall include manufacturer technical data sheets for the proposed containment system. In addition, the following shall be included with the Contractor's submittal.

1. Outrigger/containment structural support system layout and details.
 - a. For ground storage tanks, submit proposed arrangement of scaffolds and/or A-frames to support containment materials. Do not support containment from existing tank handrails or ladders. The scaffolding must be designed to support the weight of the containment materials and provide a safe working environment for workers.

b. For elevated storage tanks, submit proposed layout of outrigger system, containment hoisting system, details of proposed method of connection to tank shell, list of structural members including, but not limited to, size of member, maximum allowable wind velocity before system must be lowered to prevent structural damage to the system and/or tank, method of determining wind velocity and proposed location of wind velocity measuring device. The outrigger system layout must be reviewed and sealed by a licensed professional engineer registered in the state of Texas.

2. Manufacturer technical data sheets for the proposed containment system.

3. Manufacturer's certification that proposed containment materials are fire resistant.

4. Minimum shade factor for proposed containment materials shall be 95% except that a minimum shade factor of containment materials used with chemical stripping agents shall be 85%.

D. Chemical Stripping Agents - For Rehabilitation of an Existing Tank

1. Manufacturer's Technical Data Sheet for the materials proposed.

2. Safety Data Sheets (SDS).

3. Proposed method of application.

4. Waste material containment and retrieval system.

E. Dehumidification Equipment

1. Manufacturer and Supplier

2. Support Equipment (i.e. generator)

3. Equipment capacity, sized per NACE Publication 6A192

1.08 PRODUCT HANDLING

A. Delivery and Storage

1. All paints, coatings and related materials shall be delivered to the job site or Fabrication shop in original unopened containers with the product name, type and batch number, color, and manufacturer date clearly marked on each container.

2. All materials used on the job by the Contractor shall be stored in a single place provided by the Contractor or designated by the Engineer at the job site. On site and fabrication shop storage shall comply with OSHA. requirements,

recommendations of the National Fire Protection Association, City Fire Codes, and manufacturer recommendations.

3. Oily or solvent-soaked rags and all waste shall be removed from the job site every night, and all necessary precautions shall be taken to reduce fire hazards to a minimum.
4. Upon completion of the work, if the storage space was a fixed part of the project, it shall be left clean. Any damages to such storage space or its surroundings shall be repaired by the Contractor.

1.09 REFERENCE STANDARDS

A. American Society for Testing of Materials (ASTM)

1. ASTM D4285 "Standard Test Method for Indicating Oil or Water in Compressed Air"
2. ASTM A123 "Specification for Zinc (Hot-Dip) Galvanized Coatings on Iron and Steel Products"
3. ASTM A153 "Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware"
4. ASTM A385 "Practice for Providing High-Quality Zinc Coatings (Hot-Dip)"
5. ASTM E376-89 "Practice for Measuring Coating Thickness by Magnetic-Field or Eddy-Current (Electromagnetic) Test Methods"
6. ASTM D4940-89 "Method for Conductimetric Analysis of Water Soluble Ionic Contamination of Blasting Abrasives"
7. ASTM D4417-21 "Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel"

B. NACE International "Book of Standards"

1. Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using Replica Tape: SP0287-2016
2. Discontinuity (Holiday) Testing of Protective Coatings: SP0188-2006
3. Visual Standard for Surfaces of New Steel Centrifugally Blast Cleaned with Steel Grit and Shot TM0175-75

C. NACE International Publication 6A192, "Dehumidification Equipment in Lining Application"

- D. Society for Protective Coatings (SSPC), "Steel Structures Painting Manual, Vol. 1, Good Painting Practice"
- E. Society for Protective Coatings (SSPC), "Steel Structures Painting Manual, Vol. 2, Systems and Specification"
 - 1. Solvent Cleaning: SSPC-SP-1
 - 2. Hand Tool Cleaning: SSPC-SP-2
 - 3. Power Tool Cleaning: SSPC-SP-3
 - 4. Power Tool Cleaning to Bare Metal: SSPC-SP-11
 - 5. White Metal Blast Cleaning: SSPC-SP-5/NACE No. 1
 - 6. Commercial Blast Cleaning: SSPC-SP-6/NACE No. 3
 - 7. Brush-Off Blast Cleaning: SSPC-SP-7/NACE No. 4
 - 8. Near-White Blast Cleaning: SSPC-SP-10/NACE No. 2
 - 9. Mineral and Slag Abrasives: SSPC-AB 1
 - 10. Visual Standard for Abrasive Blast Cleaned Steel: SSPC-Guide to Vis 1-89
 - 11. Measurement of Dry Paint Thickness with Magnetic Gages: SSPC-PA 2
- F. NSF International Standard 61 - Drinking Water System Components.
- G. If there is a conflict between cited reference standards and this specification, this specification shall prevail unless otherwise indicated in the procurement documents.

PART 2 PRODUCTS

2.01 COATINGS

A. Painting and Coatings

- 1. Materials specified are those that have been evaluated for the specific service. Products of the Tnemec Company, Inc. and Sherwin Williams Company are listed to establish a standard of quality. Equivalent materials of other manufacturer's may be submitted on written approval of the Engineer. As part of the proof of equality, the Engineer will require at the cost of the Contractor, certified test reports from a nationally known, reputable and independent testing laboratory conducting

comparative tests as directed by the Engineer between the product specified and the requested substitution.

2. Requests for substitution shall include manufacturer's literature for each product giving name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified lab test reports showing results to equal the performance criteria of the products specified herein. In addition, a list of five projects shall be submitted in which each product has been used and rendered satisfactory service.
3. All requests for product substitution shall be made at least 10 days prior to the bid date.
4. Any material savings shall be passed to the owner in the form of a contract dollar reduction.
5. Color: Generally, colors are to be as follows:
 - a. When multiple coats are required, coatings shall be alternating colors
 - b. Interior final coat shall be selected by OWNER.
 - c. Exterior final coat shall be selected by OWNER.
6. All coating materials and required thinners for each tank shall be manufactured by the same single source coating manufacturer.

B. Hot Dip Galvanization

1. If specified, hot dip galvanize in accordance with ASTM A123, ASTM A385 and/or ASTM A153.
2. The completed galvanized sections to have a minimum of 2 ounces per square foot. Two ounces of galvanizing per square foot equals about 3.4 mils.
3. Weight of galvanizing may be estimated by use of magnetic dry film thickness gage in accordance with ASTM E376-89.
4. Galvanizing (zinc) in contact with potable water must be NSF approved for contact with potable water.

2.02 CAULKING

- A. Caulking shall be flexible, NSF approved for use in contact with potable water and compatible with the epoxy lining system used in the tank.

- B. Caulk will be two component, polysulfide, polyamine or polyamide cured and 100% solids.
- C. The Coatings manufacturer and caulk material manufacturer shall confirm, in writing, that the internal epoxy coating system is compatible with the 100% solids epoxy caulk material.
- D. Any conditions for, or surface preparation requirements of the epoxy caulk material shall be included in the written confirmation of material compatibility.

2.03 CHEMICAL PAINT STRIPPER (For Rehabilitation of an Existing Tank)

- A. The contractor is allowed to use chemical paint stripper for removal of exterior paint, if approved by the Engineer and used in strict accordance with manufacturers recommendations.
- B. The contractor may propose a chemical stripping system such as "Peel Away", manufactured by Dumond Chemicals, Inc. of New York, NY., or approved equivalent.

2.04 CONTAINMENT SYSTEM

- A. The Contractor shall provide a containment system which allows for the containment of the environmentally sensitive waste, dust and paint over spray that will be generated during the blasting and paint operations.
- B. When a tank is to be rehabilitated and the coatings to be removed contain lead, containment shall at a minimum conform to the requirements of TCEQ Texas Air Control Board Regulation I, 31 TAC Chapter 111 Sections 131 through 139 and meet the performance requirements of Section 01351 "Environmental Safety and Worker Protection" of this specification.
- C. When chemical stripping agents are used, Contractor shall provide for containment of debris, aerosols, strippings and other emissions or releases. In addition, the Contractor shall manage contained waste in accordance with Section 01576 "Waste Material Disposal" and his hazardous waste handling procedure.
- D. If the contractor elects to wet abrasive blast or vacuum abrasive blast, and roller apply or brush-on coatings, the containment system requirements, if any, shall be determined by the Engineer. However, impervious ground coverage as noted in Item 2.05.F.6, shall be used at all times.
- E. Containment system proposed by the Contractor must assure the protection of the surrounding environment and must provide sufficient protection to meet: TCEQ Texas Air Control Board regulations for the Control of Air Pollution and Visible Emissions of Particulate Matter; Texas Water Commission regulations applicable to protection of the soil and water; and Sections 01351 "Environmental Safety and Worker Protection" and

01576 "Waste Material Disposal" of this Specification.

- F. Construct containment system with wind screens of a minimal shade factor as specified in Item 1.07.C of this section, or as required below, with no emission from edges, rips, or tears. The containment system must be designed for the purpose of containing and controlling emissions, debris and protecting the air, ground and soil from contaminants resulting from lead paint removal, surface preparation and painting operations.
1. The containment system shall provide a safe working environment and provide for control of emissions as required in Section 01351 "Environmental Safety and Worker Protection" of this Specification.
 2. For rehabilitating an existing tank, a Containment System meeting the requirements of an SSPC Class 2 containment, per SSPC Guide 6 (CON), shall be employed when lead containing paint is to be removed by abrasive blast cleaning methods.
 3. The containment materials must provide for performance which will comply with the following:
 - a. Protection of the environment, including air, water and soil, from abrasive blast media, process water, dust particles and paint debris.
 - b. Air movement within containment.
 - c. Secure edges and seams.
 - d. Permeable to natural lighting, unless alternate lighting is to be provided.
 - e. Tarp overlap to provide for maximum containment of spent debris.
 4. The containment system shall be maintained free of defects through the course of the project. In the event that emissions or releases occur which exceed the requirements established in Section 01351, "Environmental Safety and Worker Protection," work shall be stopped until all defects are repaired.
 5. Prior to installation the containment system design must be submitted and reviewed by the Engineer. In addition, for work on elevated water storage tanks, the containment enclosure shall be designed to be raised and lowered within 15 minutes to prevent damage to the enclosure, the tank, personnel, and excessive loading to the tank and tank appurtenances in the event of high winds and foul weather.
 6. Membranes that are impervious to the abrasive blast media, paint debris dusts, and process water shall be placed on the ground around the tank to prevent contamination of the ground storm waters and surface waters due to run-off. Chemically resistant membranes shall be used when chemical stripping is employed. The debris must be contained within 30 feet of the base of the tank.

7. Prior to any changes or modifications in the containment system during the course of the work, proposed changes and modifications must be submitted in writing and reviewed by the Engineer. The submittal shall address the operational and technical reasons for containment modifications.

G. The following suppliers are acceptable for the project:

Eagle Industries, Reef Industries, Sherwin-Williams, or equivalent.

2.05 ABRASIVE BLAST MATERIALS

Mineral and slag abrasive materials shall conform to the requirements of the Society for Protective Coating's Abrasive Specification No. 1, SSPC-AB1. Abrasives are to be Class A, less than 1% crystalline silica. The conductivity of the abrasive (indicative of water soluble contaminants) shall not exceed 500 microsiemen (micromhos) when tested in accordance with ASTM-D4940. The contractor shall provide to the Engineer qualifications and conformance testing performed and documented in accordance with Section 5 of SSPC-AB1, prior to using the abrasive material. Abrasive materials expressly prohibited from use include sand and copper slag.

PART 3 EXECUTION

3.01 COATING OPERATION ENVIRONMENTAL REQUIREMENTS

A. Tank Interior Humidity and Temperature

1. During abrasive blast cleaning and painting operations, the relative humidity of the interior air shall not exceed fifty percent (50%). Relative humidity shall be measured by a sling psychrometer or other appropriate psychometric measuring equipment.
2. The interior air temperature and surface temperature of surfaces to be coated shall be between 50°F and 120°F and at least 5°F above the dew point or as otherwise required by the manufacturer. (Note that for use of Aquatapoxy the maximum surface temperature shall be 100°F.)
3. The Contractor shall achieve the required conditions for interior air conditions through the use of dehumidification equipment.
 - a. Proposed dehumidification equipment must be submitted for review by the Engineer. Provide a minimum of three air changes per hour unless dehumidification equipment manufacturer's calculations substantiate fewer air changes.
 - b. The dehumidification equipment shall supply dry, fresh (not recirculated)

air within 12 inches of the tank bottom from a system of duct work and blowers. This ventilation system shall operate 24 hrs/day throughout the entire coating cure process.

- c. Dehumidification shall be maintained until abrasive cleaning operations, coating operations and cure are complete, but not less than ten (10) days.

B. Tank Exterior Humidity and Temperature

1. No coating shall be applied to wet or damp surfaces or in rain, snow, fog or mist.
2. No coatings shall be applied when it is expected that the ambient air temperature will fall below 50°F or within 5°F of the dew point within 6 hours after application of coatings or paints.
3. No coating shall be applied when the relative humidity is above 85%, or as specified in the coating manufacturer's product data sheet. Relative humidity and dew point shall be measured by use of a Sling Psychrometer in conjunction with US. Department of Commerce Weather Bureau Psychrometric Tables. If the above conditions are exceeded, coating or painting operations shall be delayed until conditions are favorable.
4. The ambient conditions and surface temperature of the surfaces being coated must be between 50°F and 120°F. The surface temperature shall be at least 5°F above the dew point or within the manufacturer's recommendations. During application of urethane coatings, the maximum surface temperature shall be 100°F.

3.02 WORKMANSHIP

- A. All work shall be of good workmanship as defined by the latest edition of the "Manual of Good Painting Practices" published by the Society for Protective Coatings (SSPC), 40 24th Street, Pittsburgh, Pennsylvania 15222.
- B. These specifications shall not cancel or supersede the directions of the manufacturer regarding the warranty or applicability of the product. In instances of variations between manufacturers recommendations and this specification the more stringent requirement shall govern.
- C. The Contractor shall furnish trained personnel experienced in the work to be performed. Contractor personnel shall ensure work is performed in accordance with these specification requirements including, but not limited to: surface cleanliness; anchor profile; ambient conditions; film thickness (wet and dry) and holiday detection. The Contractor shall provide and use such inspection instruments or gauges or other equipment as may be required to verify compliance with manufacturer's instructions and these specifications. All testing equipment and instrumentation shall be in proper

operating condition and calibration before and after use where applicable.

- D. The Contractor shall provide tools and equipment in working order including moisture traps in air lines to pressure pot and spray gun when air atomization is used. Moisture trap shall be set for continuous bleed during spraying operation. Moisture traps shall be placed as close to spray gun as practical. Process air shall be free from oil and moisture when tested in accordance with ASTM D4285.
- E. Primer shall not be applied closer than four inches (4") to any surface scheduled for subsequent blasting or to be field welded.
- F. Welds, rivets, corners, crevices, and other default to coat surfaces shall receive a brush applied stripe coat of primer, subsequent to surface preparation, but prior to full primer coat application.
- G. All caulk and/or sealant materials shall be applied smooth and continuous.

3.03 SURFACE PREPARATION

- A. Prior to surface preparation for coating, visible deposits of oil or grease shall be removed in accordance with SSPC-SP-1 or other methods approved by the Engineer.
- B. Prior to abrasive blast cleaning, surface imperfections such as sharp fins, sharp edges, weld spatter, or burning slag shall be removed from the surface. Sharp corners and edges shall be ground to a smooth round edge with a radius of not less than 1/16 inch.
- C. Abrasive blast cleaned surfaces shall meet the requirements of this specification when examined in accordance with Society for Protective Coatings "Guide to SSPC-VIS 1-89". This applies to all exposed surfaces, including difficult to access areas (e.g. behind stiffener rings). When a tank is to be rehabilitated and the coatings to be removed contain lead, acceptable coating removal methods include wet abrasive blast cleaning, water jetting with or without abrasives, vacuum abrasive blast cleaning, and chemical stripping. Certain coating removal methods require subsequent dry abrasive blasting to achieve the specified surface preparation. Should these methods be selected, the Contractor shall ensure that no fugitive dust escapes the containment system during dry abrasive blasting. This is to be accomplished by the use of negative air and/or dust collection systems adequately sized to effectively control dust.
- D. For rehabilitation of an existing tank: Moderately Pitted Surfaces - A moderately pitted surface is defined as a surface having pits less than 1/16-inch-deep with a frequency of 4 to 5 pits per square foot. Prior to application of the specified coating system, the pitted surface shall be blasted to SSPC-SP10. The first coat may be thinned (not to exceed manufacturer's published recommendations) and applied by stiff bristle brush or roller to all pitted surfaces.
- E. For rehabilitation of an existing tank: Badly Pitted Surfaces - A badly pitted surface is

defined as a surface having pits greater than 1/16-inch-deep and less than 1/2 of the metal thickness with a frequency of 8-12 pits per square foot. Prior to application of the specified system, the pitted surface shall be blasted to SSPC-SP10. Prior to applying the specified system, the pits shall be filled with an epoxy caulk seam sealer applied by putty knife or stiff bristle brush.

- F. Prior to painting, all prepared interior surfaces to be coated must have dust removed by vacuuming.
- G. Subsequent to achieving the specified surface preparation and prior to coating application interior wetted surfaces must be confirmed free from surface contaminants, visible and non-visible, to a level of less than $7\mu\text{g}/\text{cm}^2$ as sodium chloride. Surfaces will be tested by the City's laboratory for evidence of surface contaminants including soluble iron and salts such as chlorides. A minimum of one test for every 2500 square feet of shell and floor area will be performed. Contractor is to ensure tank interior is dust free at the time of the test and that the surfaces to be tested are clean.
- H. Prepared exterior surfaces may be vacuumed or cleaned by an alternative method acceptable to the Engineer. (For rehabilitation of an existing tank, note that use of compressed air during lead paint removal operations is only allowable under full containment.)
- I. Prepared and approved surfaces must be coated before the occurrence of contamination, including rust bloom. Surfaces shown to be contaminated or exhibiting rust are to be recleaned to the requirements of the specifications at Contractor's expense.
- J. Abraded or otherwise damaged areas of existing paint shall be repaired using comparable materials and procedures as approved by the Engineer.
- K. Treat areas of visible mildew with an approved mildewcide, compatible with the coating system to be applied.

3.04 CHEMICAL STRIPPER (For Rehabilitation of an Existing Tank)

- A. After application of chemical stripper and prior to recoating of the exterior surface of the tank, the anchor profile and surface cleanliness will be evaluated. If the surface cleanliness and anchor profile meet specification requirements recoating of the tank can be performed. If surface cleanliness and/or anchor profile do not meet the requirements of this specification the contractor shall prepare the surface in the manner specified in this section to obtain the anchor profile and freedom from surface contaminants required.
- B. For caustic based strippers, the contractor shall use pH paper to check the tank surface after removal of the chemical stripper and existing coating system. Failure to properly clean and neutralize the surface can result in an alkaline residue remaining on the tank surface. If the surface pH is not neutral (pH of 7.0 to 7.5), the surface shall be flushed with potable water or approved neutralizing agent until a neutral surface pH is achieved.

- C. The contractor shall notify the Engineer a minimum of 48 hours in advance of the initiation of the chemical stripper removal process in order for the Engineer to be present. The manufacturer's representative is required to be on site during the initial removal process.
- D. The contractor shall install tarpaulins or similar containment materials on the ground surface immediately under and adjacent to the area of the tank where the coating system is to be removed. This shall be as described in Contractor's submittals and acceptable to the Engineer. The tarps shall be installed in a watertight manner so as to completely contain all materials and liquids from chemical stripper applications, removal, neutralization and rinsing of the tank surface. All waste resulting shall be considered hazardous and shall be handled as such. The watertight tarps shall extend a minimum of twenty feet beyond the outer perimeter of the tank.
- E. Chemical strippers shall be applied to the tank surface in accordance with the manufacturer's recommendations for coverage, contact time, removal and surface cleaning.
- F. For caustic based strippers, unless an inhibitor is recommended by the chemical stripper manufacturer, and acceptable to the coating manufacturer, the surface shall be washed after surface is neutralized.

3.05 COATING APPLICATION

- A. Paint application procedures shall conform to the standards represented in the SSPC Painting Manual, Volume 1, "Good Painting Practices" and manufacturer's recommendations.
- B. All coating application equipment shall be in accordance with the coating manufacturer's recommendations. Supplied air shall be free from oil and moisture when tested in accordance with ASTM D 4285.
- C. All mixing and thinning of coatings shall be in accordance with manufacturer's recommendations.
- D. Only compatible solvents recommended by the coating manufacturer will be used for thinning and or clean up.
- E. The re-coat intervals recommended and supplied by the coating manufacturer shall be strictly adhered to.
- F. No cleaned surface shall receive a coating if "rust bloom" or recontamination has occurred. The Engineer shall approve cleaned surfaces prior to application of coating.
- G. The Engineer shall, at his discretion, spot check surfaces to ensure conformance. Surfaces not found to meet specification requirements will be re-prepared at Contractor's expense.

- H. All painted surfaces shall be free of all dust, dirt and contamination before succeeding coats are applied. The Engineer shall approve each coat of paint before succeeding coats are applied. Wash-downs of tank will be required by the contractor between each coat to remove any salts, dust, dirt or contaminants.
- I. All environmental (ambient) conditions shall be within criteria according to manufacturer's recommendations before any coatings are applied.
- J. All coats shall be free of runs, drips, sags and holidays or other discontinuities. Each coat must have a uniform finish.
- K. All coats shall produce dry films conforming to minimum and/or maximum thicknesses required by these specifications. All dry film thickness readings shall be taken in strict accordance with and conform to SSPC-PA2.
- L. Interior - all welds, rivets, corners, edges, crevices and uniformly pitted surfaces are to be brush stripe coated prior to application of the primer and prior to application of the intermediate coat. Rough pits, depressions, and crevices shall be brush stripe coated to work in coatings. Stripe coats shall not be thinned in excess of that recommended by the manufacturer.

For rehabilitation of an existing tank:

- 1. "Deep pits" are to be fill welded and ground flush at the direction of the Engineer. Payment will be made at the unit price bid for "Extra 6-inch Diameter Floor Patches".
 - 2. Moderately and badly pitted surfaces may exceed specified limits on the anchor profile. The primer coat dry film thickness must be sufficient to adequately cover the anchor profile.
- M. Exterior - All welds, rivets, corners, edges and like irregular surfaces are to be stripe coated as part of the first coat application. Brush stripe coats shall be employed at pits, depressions and crevices to work coating in. All other paint applied to the exterior of erected tanks will be applied by brush or roller, using manufacturers recommended thinner (if applicable) for the application method selected. NO SPRAY PAINTING ON EXTERIOR SURFACES AT TANK SITES WILL BE PERMITTED WITHOUT THE USE OF CONTAINMENT SCREENS AND APPROVAL OF ENGINEER.
- N. When more than one coat is to be applied, each coat should have a distinguishable color difference from the preceding and following coats. Note that stripe coating is considered to be part of the first coat application.
- O. Exterior surface preparation and, unless otherwise specified, priming of all metal tank appurtenances shall be in accordance with this specification. Intermediate and finish coatings shall be the same as those of adjacent surfaces.

P. PIPE AND FITTINGS

1. For elevated tanks the external surface of new and existing piping and fittings within the "dry" tank pedestal shall receive the same surface preparation and coating system as the interior of the tank pedestal.
2. New above ground piping and fittings shall receive the same surface preparation and coating system as specified for tank exterior.
3. Existing above ground piping and fittings connected directly to the tank shall receive the same surface preparation and coating system as specified for tank exterior. This shall be limited to exposed portions of piping at inlets/outlets and to the nozzle of the adjacent tank on interconnect lines. Additional limits of yard piping may be indicated on the plans.

Q. Inaccessible interior surface of roof plate and rafters shall be prepared and coated as follows:

1. For new tank construction: surfaces which will be inaccessible, i.e., interior surface of roof plate and rafters, shall receive specified surface preparation and a prime coat prior to erection. A minimum of two additional full coats shall be applied prior to final placement. Surface preparation and prime coat application may be conducted off-site; however, inspection of shop blasting and painting shall be in accordance with the inspection item of this section herein. The recoat intervals recommended by the manufacturer shall be followed.
2. For repair of existing tanks: all inaccessible interior surfaces of roof plate and rafters to be installed shall receive specified surface preparation and a minimum of two full coats prior to final placement.

R. The roof plate / rafter interfaces which are not accessible for surface preparation and coating work shall be jacked off the rafters to facilitate blasting and coating the tops of rafters and the roof plate. Wedges used to hold the roof plate off the rafters shall be moved as required so that all areas between the rafters and roof plate shall be blasted and coated.

S. For wet surfaces, including immersion and condensation zones, a constant positive flow of dehumidified air, with adequate circulation, must be maintained across the finish coat for a period of ten (10) days, minimum. Solvent evacuation shall be from the bottom of the tank. Forced or induced air flow may be required. Any accelerated curing procedure must be recommended in writing by the manufacturer and approved by the Engineer.

T. Repair damaged areas in galvanized coating as follows:

1. Interior surfaces require an NSF approved cold galvanizing component.

2. Mechanical exterior damage prepared by hand tool (SP-2) or power tool (SP-3) spot cleaning and spot coated with an organic zinc coating approved by the Engineer.
3. Damaged areas exhibiting red rust shall be prepared to bare metal (SP-11) and coated with an inorganic zinc coating approved by the Engineer.

3.06 PROTECTION OF SURFACES

The Contractor shall protect all surfaces, which are not to be painted, from overblasting, spraying, over spray, spatters, or spillage of paint.

3.07 PAINT SYSTEM IDENTIFICATION

A. Tank Label:

Stencil, or use ready-to-apply decals, the information below to the side of the tank near the flush clean-out door for GST and the access door for EST about 3 feet from the ground after completion of the painting operation. Letters are to be 0.75 inches in height, the color is to be black and material is to be compatible with finish coat:

1. Date of coating application. Completion [month/year]
2. General Contractor, Painting Contractor
3. Interior coating system supplier and product number(s). Surface Preparation, Prime Coat, Intermediate Coat, Finish Coat, Caulking
4. Exterior coating system supplier and product number(s). Surface Preparation, Prime Coat, Intermediate Coat, Finish Coat

3.08 INSPECTION, TESTING, RECORD KEEPING

- A. The Contractor shall schedule and coordinate his work with the Engineer to allow for expeditious inspection by the owner or designated representative, including the use of ladders, scaffolds, lighting and swing stages to provide regular access for inspections.
- B. All surfaces ready to receive a coating must be approved by the Engineer before the application of the next succeeding specified coat. If the Contractor proceeds without such approval, he may, at the direction of the Engineer, be required to remove and/or recoat all such work at no additional cost to the Owner.
- C. Wet film thickness readings shall be made by the Painting Contractor at least once every thirty (30) minutes to make certain that proper film thickness is being achieved. More frequent checks may be required by the Engineer at his direction.
- D. All coated ferrous metal surfaces which will be in the tank interior including floor, walls, roof and rafter area shall be tested by the Contractor and witnessed by the Engineer for

nicks, scrapes and/or pinholes in the coating film using a low voltage wet sponge holiday detector for thin film coating (<20 mils) and high voltage holiday detector for thick film coating (>20 mils) at the direction of the Engineer. Holiday detection shall be in accordance with NACE SP0188-2016: "Discontinuity (Holiday) Testing of Protective Coatings." Any deficiencies shall be corrected to the satisfaction of the Engineer.

- E. The contractor shall record temperature, humidity, and dew point into a log including date and time reading obtained. A minimum of three such readings shall be obtained on days of coating application. The format for these records is presented in Table 3, "Daily Coating Summary Report" included in this Section. The records shall be entered into a Windows compatible file such as Quatro Pro or Excel and a hard copy submitted with monthly pay requests for those months when coatings are applied. A 3-1/2" disk containing the complete coating summary report for the project is to be furnished to the Engineer at the end of the project, or in the interim, if requested.
- F. Paint films showing sags, checks, blisters, teardrops, curtains, fish eyes, or fat edges will not be accepted. Films exhibiting any of these defects shall be entirely removed and the surface recoated at no additional cost to the Owner.
- G. Inspection and acceptance of blasted steel surfaces will be made by the Engineer using SSPC-Vis 1-89, "Visual Standard for Abrasive Blast Cleaned Steel", or NACE TM-0175-75 for new steel.
- H. Surface profile conformance shall be established by obtaining average results of a minimum of ten (10) equally spaced anchor profile determinations per 1000 square feet. ASTM D4417-84 "Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel" Method A, B or C shall be employed at the discretion of the Engineer. ASTM D4417 Method C shall be employed to resolve any dispute. The average of readings shall be between 2.0 mils and 3.0. Any individual profile points less than 1.5 mils or greater than 4.0 mils will be cause for rejection of the anchor profile. Rejected areas are to be reblasted to correct profile.

3.09 FINISH SCHEDULE – TANK INTERIOR – WETTED AREAS

A. BASE BID: HIGH BUILD, ZINC/EPOXY SYSTEM

1. Weld Preparation

Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour. All welds shall be ground to a smooth contour as per NACE Standard SP0178, Designation D.

2. Surface Preparation

SSPC-SP10/NACE 2 Near-White Metal Blast Cleaning. An angular profile of 1.5 mils as per ASTM 4417, Method C or NACE Standard SP0287-2016 is required.

3. Coating System:

a. Tnemec

First Coat

Tnemec Series 94 H20 Hydro-Zinc applied at 2.5 to 3.5 dry mils. Thin only with approved thinner, Tnemec 41-3 or 41-49 Thinner.

Stripe Coat

Tnemec Series 20-1255 Pota-Pox applied by brush to all weld seams, edges corners, bolts, nuts, and other difficult to coat areas. Thin only with approved thinner, Tnemec 41-4 Thinner.

Second Coat

Tnemec Series 141 Epoxoline applied at 12.0 to 18.0 mils dry. Thin only with approved thinner, Tnemec 41-4 Thinner.

Total dry film thickness shall be a minimum of 14.5 mils.

Series 44-710 Accelerator must be used with Series 94 if the surface temperature is 35°F to 60°F and 20% to 40% relative humidity.

For cold weather applications, use Series FC20 in lieu of Series 20.

b. Sherwin-Williams

First Coat

Sherwin-Williams Corothane I Galvapac Zinc at 2.5 to 3.5 dry mils. Thin only with Sherwin-Williams approved thinner as listed on the product data sheet.

Stripe Coat

Macropoxy 646 PW Epoxy applied by brush to all weld seams, edges, corners, bolts, nuts, and other difficult to coat areas. Thin only with Sherwin-Williams approved thinner as listed on the product data sheet.

Second Coat

Dura-Plate UHS Epoxy applied at 14-18 mils dry. Thin only with Sherwin-Williams approved thinner as listed on the product data sheet.

Total dry film thickness shall be a minimum of 16.5 mils.

B. ALTERNATE BID: TRADITIONAL ZINC/EPOXY SYSTEM

1. Weld Preparation

Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour.

2. Surface Preparation

SSPC-SP10/NACE No. 2 Near White Metal Blast Cleaning. An angular profile of 1.5 mils as per ASTM D 4417, Method C or NACE Standard SP 0287 – 2016 -SG is required.

3. Coating System:

a. Tnemec

First Coat

Tnemec Series 94-H20 Hydro-Zinc applied at 2.5 to 3.5 dry mils. Thin only with approved thinner, Tnemec 41-3 or 41-49 Thinner.

Stripe Coat

Tnemec Series 20-1255 Pota-Pox applied by brush to all weld seams, edges, corners, bolts, nuts and other difficult to coat areas. Thin only with approved thinner, Tnemec 41-4 Thinner.

Second Coat

Tnemec Series 20 Pota-Pox applied at 4.0 to 6.0 dry mils. Thin only with approved thinner, Tnemec 41-4 Thinner.

Third Coat

Tnemec Series 20 Pota-Pox applied at 4.0 to 6.0 dry mils. Thin only with approved thinner, Tnemec 41-4 Thinner.

Total dry film thickness shall be a minimum of 10.5 mils.

Series 44-710 Accelerator must be used with Series 94 if the surface temperature is 35°F to 60°F and 20% to 40% relative humidity.

For cold weather applications, use Series FC20 in lieu of Series 20.

b. Sherwin-Williams

First Coat

Corothane I Galvapak Zinc applied at 2.5 to 3.5 dry mils.
Thin only with approved thinner as listed on the product data sheet.

Stripe Coat

Macropoxy 646 PW Epoxy applied by brush to all weld seams, edges, corners, bolts, nuts, and other difficult to coat areas. Thin only with approved thinner as listed on the product data sheet.

Second Coat

Macropoxy 646 PW Epoxy applied at 4.0 to 6.0 dry mils. Thin only with approved thinner as listed on the product data sheet

Third Coat

Macropoxy 646 PW Epoxy applied at 4.0 to 6.0 dry mils. Thin only with approved thinner as listed on the product data sheet.

Total dry film thickness shall be a minimum of 10.5 mils.

3.10 FINISH SCHEDULE – TANK INTERIOR – DRY AREAS

A. BASE BID: TRADITIONAL ZINC/EPOXY

1. Weld Preparation

Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour. All welds shall be ground to a smooth contour as per NACE Standard SP0178, Designation D.

2. Surface Preparation

SSPC-SP6/NACE No. 3 Commercial Blast Cleaning. An angular profile of 1.5 mils as per ASTM D 4417, Method C or NACE Standard SP0287 is required.

3. Coating System:

a. Tnemec

First Coat

Tnemec Series 94-H20 Hydro-Zinc Applied at 2.5 to 3.5 dry mils. Thin only with approved thinner, Tnemec 41-3 or 41-49 thinner.

Stripe Coat

Tnemec Series 20-1255 Pota-Pox applied by brush to all weld seams, edges, corners, bolts, nuts and other difficult to coat areas. Thin only with approved thinner, Tnemec 41-4 thinner.

Second Coat

Tnemec Series 20 Pota-Pox applied at 4.0 to 6.0 dry mils. Thin only with approved thinner, Tnemec 41-4 Thinner.

Third Coat

Tnemec Series 20 Pota-Pox applied at 4.0 to 6.0 dry mils. Thin only with approved thinner, Tnemec 41-4 Thinner.

Total dry film thickness shall be a minimum of 10.5 mils.

Series 44-710 Accelerator must be used with Series 94 if the surface temperature is 35°F to 60°F and 20% to 40% relative humidity.

b. Sherwin-Williams**First Coat**

Corothane I Galvapak Zinc Primer applied at 2.5 to 3.5 dry mils. Thin only with approved thinner as listed on the product data sheet.

Stripe Coat

Macropoxy 646 PW Epoxy applied by brush to all weld seams, edges, corners, bolts, nuts, and other difficult to coat areas. Thin only with approved thinner as listed on the product data sheet.

Second Coat

Macropoxy 646 PW Epoxy applied at 4.0 to 6.0 dry mils. Thin only with approved thinner as listed on the product data sheet.

Third Coat

Macropoxy 646 PW Epoxy applied at 4.0 to 6.0 dry mils. Thin only with approved thinner as listed on the product data sheet.

Total dry film thickness shall be a minimum of 10.5 mils.

3.11 FINISH SCHEDULE – TANK EXTERIOR**A. BASE BID: FOUR-COAT FLUOROPOLYMER SYSTEM (for coastal environments)****1. Weld Preparation:**

Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour. All welds shall be ground to a smooth contour as per NACE Standard SP0187, Designation D.

2. Surface Preparation

SSPC-SP6/NACE No. 3 Commercial Blast Cleaning. An angular profile of 1.5 mils per ASTM D 4417, Method C or NACE Standard SP0287 is required.

3. Coating System

a. Tnemec

First Coat

Tnemec Series 94-H20 Hydro-Zinc applied at 2.5 to 3.5 dry mils Thin only with approved thinner, Tnemec 41-3 or 41-49 Thinner.

Second Coat

Tnemec Series 27 F.C. Typoxy applied at 2.0 to 3.0 dry mils. Thin only with approved thinner, Tnemec 41-4 Thinner.

Third Coat

Tnemec Series 73 Endura-shield applied at 2.0 to 3.0 dry mils. Thin only with approved thinner, refer to Tnemec product data sheet.

Fourth Coat

Tnemec Series 700 Hydroflon applied at 2.0 to 3.0 dry mils. Thin only with approved thinner, refer to Tnemec product data sheet.

Total dry film thickness shall be a minimum of 8.5 mils.

Series 44-710 Accelerator must be used with Series 94 if the surface temperature is 35°F to 60°F and 20% to 40% relative humidity.

b. Sherwin-Williams

First Coat

Corothane I Galvapak Zinc Primer applied at 2.5 to 3.5 mils dry. Thin only with approved thinner as listed on the product data sheet.

Second Coat

Macropoxy 240 Epoxy applied at 2.0 to 4.0 dry mils. Thin only with approved thinner as listed on the product data sheet.

Third Coat

Acrolon 218 HS Polyurethane Semi-Gloss applied at 3.0 to 5.0 dry mils. Thin only with approved thinner as listed on the product data sheet.

Fourth Coat

FluoroKem HS 100 Fluoropolymer Urethane applied at 2.0 to 3.0 dry mils. Thin

only with approved thinner as listed on the product data sheet.

Total dry film thickness shall be a minimum of 9.5 mils.

B. ALTERNATE BID: STANDARD POLYURETHANE SYSTEM

1. Weld Preparation

Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour. All weld seams shall be ground to a smooth contour as per NACE Standard SP0178, Designation D.

2. Surface Preparation

SSPC-SP6/NACE No. 3 Commercial Blast Cleaning. An angular profile of 1.5 mils as per ASTM D 4417, Method C or NACE Standard SP0287 is required.

3. Coating System:

a. Tnemec

First Coat

Tnemec Series 94-H20 Hydro-Zinc applied at 2.5 to 3.5 dry mils. Thin only with approved thinner, Tnemec 41-3 or 41-49 Thinner.

Second Coat

Tnemec Series 66 Hi-Build Epoxoline applied at 4.0 to 6.0 dry mils. Thin only with approved thinner, Tnemec 41-4 Thinner.

Third Coat

Tnemec Series 1094 Endura-shield applied at 2.0 to 3.0 dry mils. Thin only with approved thinner, refer to Tnemec product data sheet.

Total dry film thickness shall be a minimum of 8.5 mils.

Series 44-710 Accelerator must be used with Series 94 if the surface temperature is 35°F to 60°F and 20% to 40% relative humidity.

b. Sherwin-Williams

First Coat

Corothane I Galvapak Zinc Primer applied at 2.5 to 3.5 dry mils. Thin only with approved thinner as listed on the product data sheet.

Second Coat

Macropoxy 646 Epoxy applied at 4.0 to 6.0 dry mils. Thin only with approved thinner as listed on the product data sheet.

Third Coat

Acrolon Ultra Polyurethane applied at 2.0 to 3.0 dry mils.
Thin only with approved thinner as listed on the product data sheet.

Total dry film thickness shall be a minimum of 8.5 mils.

3.12 FINISH SCHEDULE – MISCELLANEOUS**A. BOOSTER PUMPS, VALVES AND MISCELLANEOUS PIPING****1. Weld Preparation**

Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour. All weld seams shall be ground to a smooth contour as per NACE Standard SP0178, Designation D.

2. Surface Preparation

SSPC-SP6/NACE No. 3 Commercial Blast Cleaning. An angular profile of 1.5 mils as per ASTM D 4417, Method C or NACE Standard SP0287 is required.

3. Coating System**a. Tnemec****First Coat**

Tnemec Series 94-H20 Hydro-Zinc applied at 2.5 to 3.5 dry mils. Thin only with approved thinner, Tnemec 41-3 or 41-49 Thinner.

Second Coat

Tnemec Series 66 Hi-Build Epoxoline applied at 4.0 to 6.0 dry mils. Thin only with approved thinner, Tnemec 41-4 Thinner.

Third Coat

Tnemec Series 1094 Endura-shield applied at 2.0 to 3.0 dry mils. Thin only with approved thinner, refer to Tnemec product data sheet.

Total dry film thickness shall be a minimum of 8.5 mils.

Series 44-710 Accelerator must be used with Series 94 if the surface temperature is 35°F to 60°F and 20% to 40% relative humidity.

b. Sherwin-Williams

First Coat

Corothane I Galvapak Zinc Primer applied at 2.5 to 3.5 dry mils. Thin only with approved thinner as listed on the product data sheet.

Second Coat

Macropoxy 646 Epoxy applied at 4.0 to 6.0 dry mils. Thin only with approved thinner as listed on the product data sheet.

Third Coat

Acrolon Ultra Polyurethane applied at 2.0 to 3.0 dry mils. Thin only with approved thinner as listed on the product data sheet.

Total dry film thickness shall be a minimum of 8.5 mils.

END OF SECTION

SECTION 15 052
GATES AND VALVES

1.0 GENERAL

1.01 SCOPE

This work includes furnishing all labor, equipment and materials and performing of all operations required for proper completion, installation and fabrication of all gates, valves, and accessories required to complete the work as shown on drawings and specified herein.

This section provides for furnishing and installing gates and valves for a sewage treatment plant. Refer to related work specified in other sections to coordinate the complete installation.

1.02 QUALITY ASSURANCE

Provide highest quality workmanship and materials throughout. Furnish equipment manufactured by a manufacturer with at least five years of experience in the design and building of water and waste treatment equipment.

1.03 MISCELLANEOUS ITEMS

Include all supplementary parts necessary to complete each item even though such work may not be definitely shown or specified.

1.04 STANDARD MANUFACTURED PRODUCTS

Details and specifications, for which standard manufactured products are available, are representative guides for requirements of these items. Standard manufactured products conforming to these general requirements will be acceptable if details of construction and installation are approved by Engineer.

1.05 MEASUREMENTS

Make measurements of previously installed construction before fabrication of connecting work, so that all work will fit properly.

1.06 PROJECT RECORD DOCUMENT

Upon completion of all work, furnish prints and tracings showing location and principal details and modifications of piping systems as built.

1.07 SHOP DRAWINGS

Submit shop drawings, product data, and samples as specified in Division I, General Requirements.

2.0 PRODUCTS

2.01 SLUICE GATES

- A. Gate Frame and Guide: Gate frame and guides shall be cast in one piece and shall be Flat Back. Size of openings shall be as noted on drawings. Back of frame shall be machined to a plane and drilled to mate anchor bolts. Guides shall be cast as an integral part of frame and be sufficiently long to retain at least one-half of vertical height of slide when it is in full opened position. Guides shall be capable of safely withstanding full thrust due to water pressure and wedging action. Guide grooves shall be accurately machined to provide free movement of slide tongues and to insure proper engagement of wedging devices. Pads shall be cast on guides, and machined and drilled for mounting of wedging devices. Assembly bolts shall be stainless steel Type 302 or 304.
- B. Gate Slide: Gate slide shall be cast in one piece with vertical and horizontal ribs, pads for attaching wearing devices, a stem block pocket and a reinforced section around perimeter to provide for mounting of seating faces. Casting shall be of ample section to safely withstand the maximum seating head of 50' and unseating head of 20'. Provide a threaded stem block to attach gate slide to stem; provide with a means of locking it to lowering stem after it is installed. Pads for mounting wedging devices shall be machined and drilled. A groove shall be cut in each pad to receive the mounting tongue on side wedge.
- C. Rising Stem: Gates shall be rising stem, unless otherwise noted.
- D. Seating Faces: All seating faces shall be machined bronze.
- E. Wedging Devices: Provide each gate with sufficient adjustable wedging devices designed to wedge seating faces of slide against those on frame when gate is fully closed, to obtain a practical degree of watertightness. Provide with positive means of locking. Individual parts of each wedging device shall be removable and replaceable without complete disassembly of gate or guide. Equip all gates with side wedging devices for seating head application and side, top and bottom wedges for unseating applications.

F. Fasteners: All anchor bolts, assembly bolts, screws, nuts, etc., shall be ample section to safely withstand forces created by operation of gate while subjected to maximum head. Provide quantity and size of fasteners recommended by manufacturer. Anchor bolts shall be furnished with two nuts to facilitate installation. Provide full wall depth cast thimbles Type "E" or "F".

G. Gates: Provide gates of size and model indicated on drawings as manufactured by Waterman, Rodney-Hunt, or preapproved equivalent.

H. Stem: Stems shall be manufactured from round bar stock. Stem diameter shall be adequate to safely withstand forces created during gate operation under unbalanced heads, with proper thread length for complete opening of gates. Gates shall open with clockwise rotation of stem. The stem shall be designed to transmit in compression a minimum of two times the rated output of the floor stand or bench stand with a 40-pound effort on the crank or handwheel.

Stems may be furnished in more than one piece at manufacturer's option, to facilitate manufacturer and handling during installation. Stem materials shall be Type 304 stainless steel.

I. Floor Stands: Floor stands or bench stands shall operate the gates under the specified operating head with not greater than a 40-pound pull on the crank or handwheel. Floor stand shall be approximately 36 inches high.

J. Painting of Floor Stands: Clean surfaces by sandblasting to base metal. Surfaces shall be dry and free of grease before painting. Provide protective coating in accordance with Division 9 - Finishes.

2.02 SLIDE GATE

Furnish and install self-contained fabricated aluminum slide gates as detailed on the plans and described herein, Series 760 as manufactured by Rodney Hunt or preapproved equivalent.

The disc shall be a flat plate suitably reinforced to withstand the required head conditions. The frame shall consist of guide rails along the sides and extending above the wall to support a structural yoke. The frame length and seal gasket will be such to allow inverted operation of the gate as an adjustable weir. The gate will be operated by a stainless steel rising stem attached to the disc and passing through a handwheel-type bench stand mounted on the yoke.

2.03 VALVES

A. Gate Valves:

- 1) Gate valves 1-3/4" and smaller: Provide 125-pound standard (200-pound WOG) bronze, double disc, rising stem gate valves with union hornel and threaded connections, Stockham B-106 or preapproved equivalent.
- 2) Gate valves 2" and larger: Provide flanged ANSI Class 125, right hand close valves in accordance with A WW A C-500-61, Standard for Gate Valve for Ordinary Water Works Service, Mueller A-24S0-6 or preapproved equivalent.

B. Eccentric Plug Valves: Valves shall be non-lubricated eccentric plug valve with semi-steel body and semi-steel resilient face plug. Above ground valves ten inches and larger shall be worm gear operated. Equip buried valves with extended waterproof gear operators. Provide DeZurik eccentric Fig. 118 valves with stainless bushings or preapproved equivalent.

C. Check Valves: Provide iron body, rubber faced disc, external weight and lever, ANSI Class 125 flanged end valves, Mueller Fig. A-2602-6-01, Golden Anderson 250, or preapproved equivalent.

D. Butterfly Air Control Valves: Provide DeZurik Fig. No.632, W, B, RS66, 2 airtight resilient seat wafer body butterfly valves or preapproved equivalent. Lever operated 4-inch through 12-inch enclosed worm gear operated 14-inch and larger.

E. Air Check Valves: Provide Technocheck or preapproved equivalent. Valves are to have an aluminum/bronze body and plate with Viton-A seals with 316 stainless steel spring and retaining pin.

F. Ball Valves: Provide full port bronze ball valves as manufactured by Stockham, Watts or preapproved equivalent. Valves are to have glass reinforced durafill seats, hard chrome plated brass ball and bottom loaded pressure retaining stem. The valves are to have a minimum WOG pressure rating of 400 psi and a minimum operating temperature of 230 degrees C.

G. Telescoping Valves: Supply telescoping valve assemblies of the size and travel length as indicated on the plans, consisting of a steel rack and pinion crank operator with locking device, mounted in a cast iron floor stand, connected by a steel stem to a seamless brass valve tube of

minimum 1/8-inch wall thickness. The valve tube will have two V-notch weirs cut into the top at opposite sides, and will be fitted into the vertical piping with a flange plate guide collar with a neoprene seal. Telescoping valves to be as manufactured by Envirex, Inc. or preapproved equivalent.

- H. Air and Vacuum Release Valves: Provide a sewage air and vacuum release valve as indicated on the plans. The valve shall have a have a minimum of 3/4 inch threaded inlet or alternate size as indicated on the plans. Other accessories include a primary shut-off valve between the inlet and valve body; blow-off valve with a flexible back flushing hose and a quick disconnect coupling with an integral shut-off valve. The air and vacuum valve shall be as manufactured by Apco, Val-Matic, Golden Anderson, or preapproved equivalent.
- I. Backflow Preventer: Provide one anti-syphon, reduced pressure principle, backflow preventer as manufactured by Watts (Series 909), Febco (Series 825Y) or preapproved equivalent. The unit is to have a bronze body with multiple rubber check valves. The check valve seats, shafts and flange bolts are to be 316 stainless steel. The relief valve is to be rubber with 316 stainless steel seats. The minimum valve operating conditions are to be 175 psi and 95 degrees C.
- J. Knife Gate Valve: Provide a 316 stainless steel wafer bodied knife gate valve, Fig. 825, as manufactured by DeZurik or preapproved equivalent. The valve is to have a beveled edge, 316 stainless steel gate with a 316 stainless steel stem and raised 316 stainless steel face seat. Provide a hand wheel actuator unless noted otherwise.
- K. Electric Actuators: Provide electric valve and gate actuators as manufactured by EIM, Limitorque or preapproved equivalent. The actuator shall open and close valves within 30 seconds without strain, binding or motor overload. The motor should be of the extended duty type and shall operate on 120 VAC/60 HZ/ single phase power unless noted otherwise. The enclosure shall be NEMA 4 and have a back shaft operating nut for manual wrench operation. The unit shall have a minimum of two adjustable open and close, SPDT limit switches; additional switches are to be provided as required for proper unit function. When operating as a function of an analog or dc input signal the unit shall have infinite position settings proportional to the input signal. Also, the unit shall be potted for a like output signal indicating valve position.

3.0 EXECUTION

3.01 INSTALLATION

Install all items to be embedded in concrete by template when structure is poured. Oil and grease moving parts. Install all gates, valves, and accessories in accordance with manufacturer's printed instructions, in such manner as to insure a watertight fit, complete and ready for operation. Operate gates and valves through one cycle, i.e., "open, close, open" or "close, open, close" to assure they have been properly lubricated and adjusted. All gates shall be installed to open upward unless otherwise noted.

4.0 PAYMENT

No separate payment will be made for work performed under this section. Include the cost of such work in the bid form and as specified in other sections of this work.

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RESOLUTION NO. R-2022-0071

A RESOLUTION APPROVING TWO CHANGE ORDERS FOR THE GHP ELEVATED TANK PROJECT FOR CFG INDUSTRIES IN THE TOTAL AMOUNT OF \$44,000.00.

WHEREAS, the City has previously contracted for repairs to the GHP Elevated Tank in the City of La Marque, Texas.

WHEREAS, during the course of repairs to the GHP Elevated Tank there were delays that caused an increase in cost of \$35,000.00 as evidenced by Change Order # 1, attached hereto.

WHEREAS, the City of La Marque, Texas requested the addition of a logo onto the GHP Elevated Tank at an additional \$9,000.00 as evidenced by Change Order # 2, attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LA MARQUE, TEXAS THAT:

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Change Order # 1 is approved and the City Manager is authorized to sign all documents evidencing this approval.

Change Order # 2 is approved and the City Manager is authorized to sign all documents evidencing this approval.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____th day of September 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

August 26, 2022

Mr. Craig Raborn

Transportation/Metropolitan Planning Organization Director

Houston-Galveston Area Council

P.O. Box 22777

Houston, TX 77227-2777

CITY OF LA MARQUE, TX

✦ GATEWAY TO THE GULF ✦



RE: Participation in Houston-Galveston Area Council's Safe Streets for All (SS4A) Safety Action Plan Grant Application

Mr. Raborn,

The City of La Marque recognizes the urgent need to reduce and eliminate traffic-related injuries and fatalities in our city. The Bipartisan Infrastructure Law established the new Safe Streets and Roads for All (SS4A) program that will have \$5 billion available in funding over the next five years. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway injuries and fatalities. There is up to \$1 billion available in FY 2022 and applications for this funding are currently being accepted. The application deadline is September 15th, 2022.

The Houston-Galveston Area Council (H-GAC) is sponsoring a regional application for grant funding for Safety Action Plans and partnering with multiple local governments, agencies, and organizations in the process. We welcome the opportunity to partner with H-GAC in the development of new and cooperative actions which will eliminate the unnecessary loss of life on our city's roadways and make our roads safer for all users

A Safety Action Plan will assist the City of La Marque in assessing the crash reduction potential of both existing and new policies, projects, and services as well as secure future funding for future projects.

I look forward to providing additional information you may need for a successful grant application. Thank you for your assistance in advance. Should you have any questions, please contact me at 409-938-9211.

Sincerely,

Cesar Garcia

City Manager, City of La Marque

Cc: James Garland, H-GAC
Allie Isbell, H-GAC



Office of the Secretary of Transportation
Notice of Funding Opportunity for the Safe Streets and Roads for All (SS4A) Discretionary Grant Opportunity
Amendment 1

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

ACTION: Notice of Funding Opportunity (NOFO), Assistance Listing # 20.939

SUMMARY: The purpose of this notice is to solicit applications for Safe Streets and Roads for All (SS4A) grants. Funds for the fiscal year (FY) 2022 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators.¹

DATES: Applications must be submitted by 5:00 PM EDT on Thursday, September 15, 2022. Late applications will not be accepted.

ADDRESSES: Applications must be submitted through <https://www.grants.gov/>.

FOR FURTHER CONTACT INFORMATION: Please contact the SS4A grant program staff via email at SS4A@dot.gov, or call Paul Teicher at 202-366-4114. A telecommunications device for the deaf (TDD) is available at 202-366-3993. In addition, DOT will regularly post answers to questions and requests for clarifications, as well as schedule information regarding webinars providing additional guidance, on DOT's website at <https://www.transportation.gov/SS4A>. The deadline to submit technical questions is August 15, 2022.

¹The term "pedestrians" is inclusive of all users of the pedestrian infrastructure, including persons with disabilities.

SUPPLEMENTARY INFORMATION: Each section of this notice contains information and instructions relevant to the application process for SS4A grants, and all applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

N/A	SUMMARY INFORMATION
A	PROGRAM DESCRIPTION
B	FEDERAL AWARD INFORMATION
C	ELIGIBILITY INFORMATION
D	APPLICATION AND SUBMISSION INFORMATION
E	APPLICATION REVIEW INFORMATION
F	FEDERAL AWARD ADMINISTRATION INFORMATION
G	FEDERAL AWARDED AGENCY CONTACTS
H	OTHER INFORMATION

Section A (Program Description) describes the Department’s goals and purpose in making awards, and Section E (Application Review Information) describes how the Department will select from eligible applications. To support applicants through the process, the Department will provide technical assistance and resources at <https://www.transportation.gov/SS4A>.

DEFINITIONS

Term	Definition
Applicant’s Jurisdiction(s)	The U.S. Census tracts where the applicant operates or performs their safety responsibilities. If an applicant is seeking funding for multiple jurisdictions, all of the relevant Census tracts for the jurisdictions covered by the application should be included.
Complete Streets	Standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, personal conveyance and micromobility users, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles. ²

² The definition is based on the “Moving to a Complete Streets Design Model: A Report to Congress on Opportunities and Challenges,” <https://highways.dot.gov/newsroom/federal-highway-administration-details-efforts-advance-complete-streets-design-model>

Term	Definition
Comprehensive Safety Action Plan	A comprehensive safety action plan (referred to as Action Plan) is aimed at preventing roadway fatalities and serious injuries in a locality, Tribe, or region. This can either be a plan developed with an Action Plan Grant, or a previously developed plan that is substantially similar and meets the eligibility requirements (e.g., a Vision Zero plan or similar plan).
Equity	The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
High Injury Network	Identifies the highest concentrations of traffic crashes resulting in serious injuries and fatalities within a given roadway network or jurisdiction.
Micromobility	Any small, low-speed, human- or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled conveyances. ³

³ Source: FHWA, Public Roads Magazine Spring 2021 “Micromobility: a Travel Innovation.” Publication Number: FHWA-HRT-21-003

Term	Definition
Personal Conveyance	A personal conveyance is a device, other than a transport device, used by a pedestrian for personal mobility assistance or recreation. These devices can be motorized or human powered, but not propelled by pedaling. ⁴
Political Subdivision of a State	A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, certain transit agencies, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State.
Rural	For the purposes of this NOFO, jurisdictions outside an Urbanized Area (UA) or located within Urbanized Areas with populations fewer than 200,000 will be considered rural. Lists of UAs are available on the U.S. Census Bureau website at http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/ .
Safe System Approach	A guiding principle to address the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. ^{5,6}

⁴ <https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813251>, see page 127 for the full definition as defined in the 2020 FARS/CRSS Coding and Validation Manual.

⁵ See: <https://www.transportation.gov/NRSS/SafeSystem>

⁶ Safety culture can be defined as the shared values, actions, and behaviors that demonstrate a commitment to safety over competing goals and demands.

Term	Definition
Underserved Community	An underserved community as defined for this NOFO is consistent with the Office of Management and Budget’s Interim Guidance for the Justice40 Initiative and the Historically Disadvantaged Community designation, which includes: U.S. Census tracts identified in this <u>table</u> <u>and corresponding map tool that visualizes the table</u>: • https://datahub.transportation.gov/stories/s/tsyd-k6ij and https://usdot.maps.arcgis.com/apps/dashboards/99f9268777ff4218867ceedfab58a3a • Any Tribal land; or • Any territory or possession of the United States.

A. Program Description

1. Overview

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) authorized and appropriated \$1 billion to be awarded by the Department of Transportation for FY 2022 for the SS4A grant program. This NOFO solicits applications for activities to be funded under the SS4A grant program. The FY22 funding will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355).⁷

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community’s approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

2. Grant Types and Deliverables

The SS4A program provides funding for two types of grants: Action Plan Grants (for comprehensive safety action plans) and Implementation Grants. Action Plan Grants are used to develop, complete, or supplement a comprehensive safety action plan. To apply for an Implementation Grant, an eligible

⁷ The priorities of Executive Order 14052, Implementation of the Infrastructure Investments and Jobs Act are: to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards and equal employment opportunity, strengthen infrastructure resilience to hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

applicant must have a qualifying Action Plan. Implementation Grants are available to implement strategies or projects that are consistent with an existing Action Plan. Applicants for Implementation Grants can self-certify that they have in place one or more plans that together are substantially similar to and meet the eligibility requirements for an Action Plan.

i. Action Plan Grants

An Action Plan is the foundation of the SS4A grant program. Action Plan Grants provide Federal funds to eligible applicants to develop or complete an Action Plan. Action Plan Grants may also fund supplemental Action Plan activities. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region. Further information on eligibility requirements is in Section C.

The primary deliverable for an Action Plan Grant is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1. DOT considers the process of developing an Action Plan to be critical for success, and the components reflect a process-oriented set of activities.

Table 1: Action Plan Components

Component	Description
Leadership Commitment and Goal Setting	An official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, MPO Policy Board, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.
Planning Structure	A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.

Component	Description
Safety Analysis	Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).
Engagement and Collaboration	Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.
Equity Considerations	Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. ⁸ Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.

⁸ An underserved community as defined for this NOFO is consistent with the Office of Management and Budget's Interim Guidance for the Justice40 Initiative (<https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf>) and the Historically Disadvantaged Community designation, which includes U.S. Census tracts identified in this table **and mapping tool** <https://datahub.transportation.gov/stories/s/tsyd-k6ij> and <https://usdot.maps.arcgis.com/apps/dashboards/99f9268777ff4218867ceedfabe58a3a>; any Tribal land; or any territory or possession of the United States.

Component	Description
Policy and Process Changes	Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.
Strategy and Project Selections	Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated. Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.
Progress and Transparency	Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

a) Supplemental Action Plan Activities:

Supplemental action plan activities support or enhance an existing Action Plan. To fund supplemental Action Plan activities through the SS4A program, an applicant must have an existing Action Plan, or a plan that is substantially similar and meets the eligibility requirements for having an existing plan. The

plan components may be contained within several documents. Table 2 in Section C is a Self-Certification Eligibility Worksheet with instructions to determine whether an existing plan meets the eligibility requirements. Supplemental action plan activities could include, but are not limited to: a second round of analysis; expanded data collection and evaluation using integrated data; testing action plan concepts before project and strategy implementation; feasibility studies using quick-build strategies that inform permanent projects in the future (e.g., paint, plastic bollards, etc.); follow-up stakeholder engagement and collaboration; targeted equity assessments; progress report development; and complementary planning efforts such as speed management plans, accessibility and transition plans, racial and health equity plans, and lighting management plans. Additional information on supplemental action plan activities is located at <https://www.transportation.gov/SS4A>.

Applicants that have an existing plan that is substantially similar to and meets the eligibility requirements of an Action Plan may alternatively choose to fund supplemental Action Plan activities through an application for an Implementation Grant rather than an Action Plan Grant. See Section A.2.ii below.

ii. Implementation Grants

Implementation Grants fund projects and strategies identified in an Action Plan that address roadway safety problems. Implementation Grants may also fund associated planning and design and supplemental Action Plan activities in support of an existing Action Plan. DOT encourages Implementation Grant applicants to include supplemental Action Plan activities in their application to further improve and update existing plans. Applicants must have an existing Action Plan to apply for Implementation Grants or have an existing plan that is substantially similar and meets the eligibility requirements of an Action Plan. If applicants do not have an existing Action Plan, they should apply for Action Plan Grants and **NOT** Implementation Grants. The plan components may be contained within several documents. Table 2 in Section C is a Self-Certification Eligibility Worksheet with instructions to determine eligibility to apply for an Implementation Grant. Additional information on eligibility requirements and eligible activities is in Section C below.

3. SS4A Grant Priorities

This section discusses priorities specific to SS4A and those related to the Department's overall mission, which are reflected in the selection criteria and NOFO requirements. Successful grant applications will demonstrate engagement with a variety of public and private stakeholders and seek to adopt innovative technologies and strategies to:

- Promote safety;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies; and
- Align with the Department's mission and with priorities such as equity, climate and sustainability, quality job creation, and economic strength and global competitiveness.

The Department seeks to award Action Plan Grants based on safety impact, equity, and other safety considerations. For Implementation Grants, DOT seeks to make awards to projects and strategies that

save lives and reduce roadway fatalities and serious injuries; incorporate equity, engagement, and collaboration into how projects and strategies are executed; use effective practices and strategies; consider climate change, sustainability, and economic competitiveness in project and strategy implementation; and will be able to complete the full scope of funded projects and strategies within five years after the establishment of a grant agreement. Section D provides more information on the specific measures an application should demonstrate to support these goals.

The SS4A grant program aligns with both Departmental and Biden-Harris Administration activities and priorities. The National Roadway Safety Strategy (NRSS, issued January 27, 2022) commits the Department to respond to the current crisis in roadway fatalities by “taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation’s roadways,” in pursuit of the goal of achieving zero roadway deaths.⁹ DOT recognizes that zero is the only acceptable number of deaths on our roads, and achieving that is our long-term safety goal. The outcomes that are anticipated from the SS4A program also support the FY 2022-2026 DOT Strategic Plan and the accompanying safety performance goals such as a medium-term goal of a two-thirds reduction in roadway fatalities by 2040.¹⁰

As part of the NRSS, the Department adopted the Safe System Approach as a guiding principle to advance roadway safety. The Safe System Approach addresses the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. For more information on the Safe System Approach, see the NRSS.

DOT encourages communities to adopt and implement Complete Streets policies that prioritize the safety of all users in transportation network planning, design, construction, and operations.¹¹ A full transition to a Complete Streets design model requires leadership, identification and elimination of barriers, and development of new policies, rules, and procedures to prioritize safety. A Complete Street includes, but is not limited to: sidewalks, curb ramps, bike lanes (or wide paved shoulders), special bus lanes, accessible public transportation stops, safe and accommodating crossing options, median islands, pedestrian signals, curb extensions, narrower travel lanes, and roundabouts.¹² Recipients of Federal financial assistance are required to ensure the accessibility of pedestrian facilities in the public right-of-way. See Section F.2 of this NOFO for program requirements.

The NOFO aligns with and considers Departmental policy priorities that have a nexus to roadway safety and grant funding. As part of the Department’s implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund applications that, to the extent possible, target at least 40 percent of benefits towards low-income and underserved communities. DOT also seeks to award funds under the SS4A grant program that proactively address equity and barriers to opportunity, or redress prior inequities and barriers to opportunity. DOT supports the policies in Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), to pursue a comprehensive approach to advancing equity for all, including people of color, rural communities, and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. An important area for DOT’s focus is the disproportionate, adverse safety impacts that affect certain groups

⁹ <https://www.transportation.gov/NRSS>

¹⁰ <https://www.transportation.gov/dot-strategic-plan>

¹¹ Complete Streets are defined in the Definitions table at the beginning of the document.

¹² More information on Complete Streets can be found at <https://highways.dot.gov/complete-streets>

on our roadways, particularly people walking and biking in underserved communities. See Section F.2.i of this NOFO for equity-related program requirements.

As part of the United States' commitment to a whole-of-government approach to reaching net-zero emissions economy-wide by 2050 and a 50–52 percent reduction in emissions from 2005 levels by 2030, BIL and its associated transportation funding programs permit historic investments to improve the resilience of transportation infrastructure, helping States and communities prepare for hazards such as wildfires, floods, storms, and droughts exacerbated by climate change. DOT's goal is to encourage the advancement of projects and strategies that address climate change and sustainability. To enable this, the Department encourages applicants to consider climate change and sustainability throughout the planning and project development process, including the extent to which projects and strategies under the SS4A grant program align with the President's greenhouse gas reduction, climate resilience, and environmental justice commitments.

The Department intends to use the SS4A grant program to support the creation of good-paying jobs with the free and fair choice to join a union, and the incorporation of strong labor standards and workforce programs, in particular registered apprenticeships, joint labor-management programs, or other high-quality workforce training programs, including high-quality pre-apprenticeships tied to registered apprenticeships, in project planning stages and program delivery. Grant applications that incorporate such considerations support a strong economy and labor market.

Consistent with the Department's Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative, the Department seeks to award funding to rural applications that address disproportionately high fatality rates in rural communities. For applicants seeking to use innovative technologies and strategies, the Department's Innovation Principles serve as a guide to ensure innovations reduce deaths and serious injuries while committing to the highest standards of safety across technologies.¹³

B. Federal Award Information

1. Total Funding Available

The BIL established the SS4A program with \$5,000,000,000 in advanced appropriations in Division J, including \$1,000,000,000 for FY 2022. Therefore, this Notice makes available up to \$1 billion for FY 2022 grants under the SS4A program. Refer to Section D for greater detail on additional funding considerations and Section D.5 for funding restrictions.

2. Availability of Funds

Grant funding obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT's announcement of FY 2022 SS4A grant awards, any costs incurred prior to DOT's obligation of funds for activities ("pre-award costs") are ineligible for reimbursement. All FY 2022 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds.

3. Award Size and Anticipated Quantity

¹³ <https://www.transportation.gov/priorities/innovation/us-dot-innovation-principles>. Released January 6, 2022.

In FY 2022, DOT expects to award hundreds of Action Plan Grants, and up to one hundred Implementation Grants. The Department reserves the right to make more, or fewer, awards. DOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the SS4A grant priorities in Section A.3.

i. Action Plan Grants

For Action Plan Grants, award amounts will be based on estimated costs, with an expected minimum of \$200,000 for all applicants, an expected maximum of \$1,000,000 for a political subdivision of a State or a federally recognized Tribal government, and an expected maximum of \$5,000,000 for a metropolitan planning organization (MPO) or a joint application comprised of a multijurisdictional group of entities that is regional in scope (e.g., a multijurisdictional group of counties, a council of governments and cities within the same region, etc.). The Department will consider applications with funding requests under the expected minimum award amount. DOT reserves the right to make Action Grant awards less than the total amount requested by the applicant.

Joint applications that engage multiple jurisdictions in the same region are encouraged, in order to ensure collaboration across multiple jurisdictions and leverage the expertise of agencies with established financial relationships with DOT and knowledge of Federal grant administration requirements. Applicants may propose development of a single Action Plan covering all jurisdictions, or several plans for individual jurisdictions, administered by the leading agency.

ii. Implementation Plan Grants

For Implementation Grants, DOT expects the minimum award will be \$5,000,000 and the maximum award will be \$30,000,000 for political subdivisions of a State. For applicants who are federally recognized Tribal governments or applicants in rural areas, DOT expects the minimum award will be \$3,000,000 and the maximum award will be \$30,000,000. For an MPO or a joint application comprised of a multijurisdictional group of entities that is regional in scope, the expected maximum award will be \$50,000,000. For the purposes of the SS4A grant program award size minimum, rural is defined as an area outside an Urbanized Area (UA) or located within a UA with a population of fewer than 200,000.¹⁴ DOT reserves the right to make Implementation Grant awards less than the total amount requested by the applicant.

4. Start Dates and Period of Performance

DOT expects to obligate SS4A award funding via a signed grant agreement between the Department and the recipient, as flexibly and expeditiously as possible, within 12 months after awards have been announced. Applicants who have never received Federal funding from DOT before are encouraged to partner with eligible applicants within the same region, such as an MPO, that have established financial relationships with DOT and knowledge of Federal grant administration requirements. While States are not eligible applicants and cannot be a co-applicant, eligible applicants are encouraged to separately partner with States and other entities experienced with administering Federal grants, outside of the SS4A grant award process, to ensure effective administration of a grant award. The expected period of

¹⁴ Current lists of Urbanized Areas are available on the U.S. Census Bureau website at http://www2.census.gov/geo/maps/dc10map/uauc_refimap/ua/. For the purposes of the SS4A program, Urbanized Areas with populations fewer than 200,000 will be considered rural.

performance for Action Plan Grant agreements is between 12 and 24 months. The period of performance for Implementation Grant agreements may not exceed five years.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to providing assistance to help award recipients through the process of securing a grant agreement and delivering both Action Plan activities and Implementation Grant projects and strategies.

5. Data Collection Requirements

Under the BIL, the Department shall post on a publicly available website best practices and lessons learned for preventing roadway fatalities and serious injuries pursuant to strategies or interventions implemented under SS4A. Additionally, DOT shall evaluate and incorporate, as appropriate, the effectiveness of strategies and interventions implemented under the SS4A grant program.¹⁵ The Department intends to measure safety outcomes through a combination of grant agreement activities and data collections, DOT data collections already underway, and program evaluations separate from the individual grant agreements in accordance with Section F.3.iii. The grant data-collection requirements reflect the need to build evidence of noteworthy strategies and what works. The Department expects to use the data and outcome information collected as part of the SS4A in evaluations focused on before and after studies.

All award recipients shall submit a report that describes:

- The costs of each eligible project and strategy carried out using the grant;
- The roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in crashes, etc.) that each such project and strategy has generated, as—
 - Identified in the grant application; and
 - Measured by data, to the maximum extent practicable; and
- The lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

All recipients must provide aggregated annual crash data on serious injuries and fatalities for the duration of the period of performance for the jurisdiction or jurisdictions for which funds were awarded. These data will provide the information for metrics on changes in serious injuries and fatalities over time. Implementation Grant recipients must also provide crash data on serious injury and fatalities in the locations where projects and strategies are implemented, which are expected to include crash characteristics and contributing factor information associated with the safety problems being addressed. Data that measure outcomes for the specific safety problems addressed are required and could include, but are not limited to, aggregated information by road user, safety issue, and demographic characteristics such as race and gender. For Implementation Grants that undertake projects and strategies to foster applied research and experimentation to inform project and strategy effectiveness, additional data collection requirements will be negotiated with the applicant before a grant agreement is established. Federally recognized Tribal governments receiving grants may request alternative data collection

¹⁵ BIL specifically cites *Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, Ninth Edition* or any successor document, but DOT also is to consider applied research focused on infrastructure and operational projects and strategies.

requirements during grant agreement formulation, as appropriate. This information will be gathered on a quarterly basis in a Performance Progress Report (SF-PPR).¹⁶

To fulfill the data collection requirements and in accordance with the U.S. DOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the course of the grant.^{17, 18} Applicants are expected to account for data and performance reporting in their budget submission.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for SS4A grants are (1) a metropolitan planning organization (MPO); (2) a political subdivision of a State or territory; (3) a federally recognized Tribal government; and (4) a multijurisdictional group of entities described in any of the aforementioned three types of entities. A multijurisdictional group of entities described in (4) should identify a lead applicant as the primary point of contact. For the purposes of this NOFO, a political subdivision of a State under (2), above, is defined as a unit of government under the authority of State law. This includes cities, towns, counties, special districts, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State. States are not eligible applicants, but DOT encourages applicants to coordinate with State entities, as appropriate.

Eligible MPOs, transit agencies, and multijurisdictional groups of entities with a regional scope are encouraged to support subdivisions of a State such as cities, towns, and counties with smaller populations within their region. The Department strongly encourages such joint applications for Action Plan Grants, and for applicants who have never received Federal funding and can jointly apply with entities experienced executing DOT grants.

An eligible applicant for Implementation Grants must also meet at least one of these conditions: (1) have ownership and/or maintenance responsibilities over a roadway network; (2) have safety responsibilities that affect roadways; or (3) have agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction. For the purposes of this NOFO, an applicant's jurisdiction is defined as the U.S. Census tracts where the applicant operates or performs their safety responsibilities.

2. Cost Sharing or Matching

The Federal share of a SS4A grant may not exceed 80 percent of total eligible activity costs. Recipients are required to contribute a local matching share of no less than 20 percent of eligible activity costs. All matching funds must be from non-Federal sources. In accordance with 2 CFR § 200.306, grant recipients may use in-kind or cash contributions toward local match requirements so long as those contributions meet the requirements under 2 CFR § 200.306(b). Matching funds may include funding from the applicant, or other SS4A-eligible non-Federal sources partnering with the applicant, which could include, but is not limited to, funds from the State. Any in-kind contributions used to fulfill the cost-share requirement for Action Plan and Implementation Grants must be in accordance with the cost

¹⁶ <https://www.sbir.gov/sites/default/files/SF%20PPR.pdf>

¹⁷ <https://doi.org/10.21949/1520559>

¹⁸ United States. Department of Transportation. (2022) *DOT Public Access* [Home page]. <https://doi.org/10.21949/1503647>

principles in 2 CFR § 200 Subpart E; include documented evidence of completion within the period of performance; and support the execution of the eligible activities in Section C.4.

SS4A funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Grant agreements are expected to be administered on a reimbursement basis, and at the Department's discretion alternative funding arrangements may be established on a case-by-case basis.

3. Grant Eligibility Requirements

If an applicant is eligible for both an Action Plan Grant and an Implementation Grant, the applicant may only apply for an Action Plan Grant or an Implementation Grant, not both. An eligible applicant may only submit one application to the funding opportunity. Action Plan Grant funding recipients are not precluded from applying for Implementation Grants in future funding rounds.

i. Action Plan Grant Eligibility Requirements

The Action Plan Grant eligibility requirements are contingent on whether an applicant is requesting funds to develop or complete an Action Plan, or if the applicant is requesting funds for supplemental action plan activities. Applicants may not apply to develop or complete an Action Plan and fund supplemental action plan activities in the current round of funding.

a) Eligibility Requirements to Develop or Complete an Action Plan

Any applicant that meets the eligibility requirements may apply for an Action Plan Grant to develop or complete an Action Plan. Applicants with an existing Action Plan may also apply to develop a new Action Plan.

b) Eligibility Requirements for Supplemental Action Plan Activities

Applicants for Action Plan Grants to fund supplemental action plan activities must either have an established Action Plan with all components described in Table 1 in Section A, or an existing plan that is substantially similar and meets the eligibility requirements. Table 2 below provides instructions to determine eligibility for applicants that have a substantially similar plan. The components required for an established plan to be substantially similar to an Action Plan may be found in multiple plans. State-level action plans (e.g., a Strategic Highway Safety Plan required in 23 U.S. Code (U.S.C.) § 148, State Highway Safety Plans required in 23 U.S.C. § 402, etc.) or Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan. It is recommended that applicants include this eligibility worksheet as part of their narrative submission. If this Self-Certification Eligibility Worksheet is not used, applicants must describe how their established plan is substantially similar to an Action Plan as part of the Narrative, based on the criteria in Table 2 below.

Table 2: Self-Certification Eligibility Worksheet

Worksheet instructions: The purpose of the worksheet is to determine whether an applicant's existing plan is substantially similar to an Action Plan, or not. For each question below, answer yes or no. For each yes, cite the specific page in your existing Action Plan or other plan/plans that corroborate your response, provide supporting documentation, or provide other evidence. Refer to Table 1 for further details on each component. *Note:* The term Action Plan is used in this worksheet; it covers either a stand-alone Action Plan or components of other plans that combined comprise an Action Plan.

Instructions to affirm eligibility: Based on the questions in this eligibility worksheet, an applicant is eligible to apply for an Action Plan Grant that funds supplemental action plan activities, or an Implementation Grant, if the following two conditions are met:

- Questions 3, 7, and 9 are answered "yes." If Question 3, 7, or 9 is answered "no," the plan is not substantially similar and ineligible to apply for Action Plan funds specifically for a supplemental action plan activity, nor an Implementation Grant.
- At least four of the six remaining Questions are answered "yes" (Questions 1, 2, 4, 5, 6, or 8).

If both conditions are met, an applicant has a substantially similar plan.

Question	Response, Document and Page Number
1. Are both of the following true: • Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries? • Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date?	
2. To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring?	

Question	Response, Document and Page Number
3. Does the Action Plan include all of the following? • Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region; • Analysis of the location(s) where there are crashes, the severity, as well as contributing factors and crash types; • Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users; and • A geospatial identification (geographic or locational data using maps) of higher risk locations.	
4. Did the Action Plan development include all of the following activities? • Engagement with the public and relevant stakeholders, including the private sector and community groups; • Incorporation of information received from the engagement and collaboration into the plan; and • Coordination that included inter- and intra- governmental cooperation and collaboration, as appropriate.	
5. Did the Action Plan development include all of the following? • Considerations of equity using inclusive and representative processes; • The identification of underserved communities through data; and • Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics.	

Question	Response, Document and Page Number
6. Are both of the following true? • The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and • The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.	
7. Does the plan identify a comprehensive set of projects and strategies to address the safety problems identified in the Action Plan, time ranges when the strategies and projects will be deployed, and explain project prioritization criteria?	
8. Does the plan include all of the following? • A description of how progress will be measured over time that includes, at a minimum, outcome data • The plan is posted publicly online.	
9. Was the plan finalized and/or last updated between 2017 and 2022?	

ii. Implementation Grant Eligibility Requirements

To apply for an Implementation Grant, the applicant must certify that they have an existing plan which is substantially similar to an Action Plan. The plan or plans should be uploaded as an attachment to your application. Use Table 2, Self-Certification Eligibility Worksheet, from the previous section to determine eligibility. The existing plan must be focused, at least in part, on the roadway network within the applicant's jurisdiction. The components required for an existing plan to be substantially similar to an Action Plan may be found in multiple plans. State-level action plans (e.g., a Strategic Highway Safety Plan required in 23 U.S.C. § 148, State Highway Safety Plans required in 23 U.S.C. § 402, Commercial Vehicle Safety Plans required in 49 U.S.C. § 31102, etc.) as well as Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan to apply for an Implementation Grant.

4. Eligible Activities and Costs

i. Eligible Activities

Broadly, eligible activity costs must comply with the cost principles set forth in with 2 CFR, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). DOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible activities for grant funding include the following three elements:

- (A) developing a comprehensive safety action plan or Action Plan (i.e., the activities outlined in Section A.2.i in Table 1 and the list of supplemental Action Plan activities);
- (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and
- (C) carrying out projects and strategies identified in an Action Plan.

For Action Plan Grants, eligible activities and costs only include those that directly assist in the development of the Action Plan, element (A), and/or supplemental action plan activities in support of an existing Action Plan or plans.

For Implementation Grants, activities *must* include element (C) “carrying out projects and strategies identified in an Action Plan,” and *may* include element (B) “conducting planning, design, and development activities for projects and strategies identified in an Action Plan” and/or element (A) “supplemental action plan activities in support of an existing Action Plan.” Projects and strategies identified in element (C) must be either infrastructure, behavioral, or operational activities identified in the Action Plan, and must be directly related to addressing the safety problem(s) identified in the application and Action Plan. Examples of eligible Implementation Grant activities are listed on the SS4A website located at www.transportation.gov/SS4A. The following activities are **not** eligible for element (C) “projects and strategies” funding:

- Projects and strategies whose primary purpose is not roadway safety.
- Projects and strategies exclusively focused on non-roadway modes of transportation, including air, rail, marine, and pipeline. Roadway intersections with other modes of transportation (e.g., at-grade highway rail crossings, etc.) are eligible activities.
- Capital projects to construct new roadways used for motor vehicles. New roadways exclusively for non-motorists is an eligible activity if the primary purpose is safety-related.
- Infrastructure projects primarily intended to expand capacity to improve Levels of Service for motorists on an existing roadway, such as the creation of additional lanes.
- Maintenance activities for an existing roadway primarily to maintain a state of good repair. However, roadway modifications on an existing roadway in support of specific safety-related projects identified in an Action Plan are eligible activities.
- Development or implementation of a public transportation agency safety plan (PTASP) required by 49 U.S.C. § 5329. However, a PTASP that identifies and addresses risks to pedestrians, bicyclists, personal conveyance and micromobility users, transit riders, and others may inform Action Plan development.

All projects and strategies must have equity—the consistent, fair, just, and impartial treatment of all people—at their foundation. This includes traffic enforcement strategies. As part of the Safe System Approach adopted in the USDOT’s National Roadway Safety Strategy, any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. The SS4A program can be used to support safety projects and strategies that address serious safety violations of drivers (e.g., speeding, alcohol and drug-impaired driving, etc.), so long as the proposed strategies are data-driven and demonstrate a process in alignment with goals around community policing and in accordance with Federal civil rights laws and regulations.¹⁹

Funds may not be used, either directly or indirectly, to support or oppose union organizing.

ii. Project and Strategy Location

For Implementation Grants, applications must identify the problems to be addressed, the relevant geographic locations, and the projects and strategies they plan to implement, based on their Action Plan or established plan. This should include specific intervention types to the extent practicable. To provide flexibility in the implementation of projects and strategies that involve systemic safety strategies or bundling of similar countermeasures, an applicant may wait to specify specific site locations and designs for the projects and strategies as part of executing the grant agreement, if necessary, upon approval of the Department and so long as the identified site locations and designs remain consistent with the intent of the award.

D. Application and Submission Information

1. Address to Request Application Package

All grant application materials can be accessed at grants.gov. Applicants must submit their applications via grants.gov under the Notice of Funding Opportunity Number cited herein. Potential applicants may also request paper copies of materials at:

Telephone: (202)-366-4114
Mail: U.S. Department of Transportation
1200 New Jersey Avenue SE
W84-322
Washington, DC 20590

2. Content and Form of Application Submission

The Action Plan Grant and Implementation Grant have different application submission and supporting document requirements.

i. Action Plan Grant Application Submissions

All Action Plan Grant applications must submit the following Standard Forms (SFs):

- Application for Federal Assistance (SF-424)
- Budget Information for Non-Construction Programs (SF-424A)

¹⁹ For one such example see <https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf>.

- Assurances for Non-Construction Programs (SF-424B)
- Disclosure of Lobbying Activities (SF-LLL)

In addition to the SFs above, the applicant must provide: a) Key Information; b) Narrative; c) Self-Certification Eligibility Worksheet, if applying for action plan supplemental activities; d) Map; and e) Budget. While it is not required to conform to the recommended templates below, it is strongly encouraged to provide the information using the specific structure provided in this NOFO.

a) Key Information Table

Lead Applicant	
If Multijurisdictional, additional eligible entities jointly applying	
Total jurisdiction population	
Count of motor-vehicle-involved roadway fatalities from 2016 to 2020	
Fatality rate <u>per 100,000 persons</u>	
<u>Action Plan Type</u>	<u>New Action Plan</u> <u>Complete Action Plan</u> <u>Supplemental Planning Activities</u>
Population in Underserved Communities	
States(s) in which projects and strategies are located	
Costs by State (if project spans more than one State)	

Instructions for a):

- The lead applicant is the primary jurisdiction, and the lead eligible entity applying for the grant.
- If the application is multijurisdictional, list additional eligible entities within the multijurisdictional group of entities. If a single applicant, mark as not applicable.
- Total jurisdiction population is based on ~~2020~~ **2019** U.S. Census **American Community Survey (ACS)** data and includes the total population of all Census tracts where the applicant operates or performs their safety responsibilities. ²⁰

²⁰ <https://www.census.gov/acs/www/data/data-tables-and-tools/data-profiles/2019/>

- The count of roadway fatalities from 2016 to 2020 in the jurisdiction based on DOT's Fatality Analysis Reporting System (FARS) data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information.²¹ This should be a number. Cite the source, if using a dataset different from FARS, with a link to the data if publicly available.
- The fatality rate, calculated using ~~the~~ **a 5-year annual** average from the total count of fatalities from 2016 to 2020 based on FARS data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information, which is divided by the population of the applicant's jurisdiction based on ~~2020~~ **2019 U.S. Census ACS** population data. **The rate should be normalized to per 100,000 persons.**
- Check one of the three available boxes to the right of the column with the three Action Plan types: new Action Plan; Action Plan completion; or supplemental action plan activities.
- The population in underserved communities should be a percentage obtained by dividing the population living in Census tracts with an Underserved Community designation divided by the total population living in the jurisdiction. For multi-jurisdictional groups, provide this information **in aggregate as well as** for each jurisdiction in the group. **The population must be based on 2019 ACS data.**
- Note the State(s) of the applicants. If a federally recognized Tribal government, mark as not applicable.
- Allocate funding request amounts by State based on where the funds are expected to be spent. If the projects and strategies are located in only one State, put the full funding request amount.

b) Narrative

In narrative form, the applicant should respond to the Action Plan Grant selection criteria described in Section E.1.i to affirm whether the applicant has considered certain activities that will enhance the implementation of an Action Plan once developed or updated. The narrative must be no longer than 300 words.

b) Self-Certification Eligibility Worksheet

If applying for Action Plan Grant funding supplemental action plan activities, attach the filled out Table 2 Self-Certification Eligibility Worksheet. If applying to develop or complete an Action Plan, do not include Table 2.

c) Map

The applicant must submit a map that shows the location of the jurisdiction and highlights the roadway network under the applicant's jurisdiction. The permissible formats include: map web link (e.g., Google, Bing, etc.), PDF, image file, vector file, or shapefile.

d) Budget

²¹ <https://www.nhtsa.gov/research-data/fatality-analysis-reporting-system-fars>. To query the FARS data see <https://cdan.dot.gov/query>. To query the FARS data see <https://cdan.dot.gov/query>. For the Census data visit <https://www.census.gov/programs-surveys/decennial-census/about/rdo/summary-files.html>

Applicants are required to provide a brief budget summary and a high-level overview of estimated activity costs, as organized by all major cost elements. The budget only includes costs associated with the eligible activity (A) developing a comprehensive safety action plan and may include supplemental action plan activities. Funding sources should be grouped into two categories: SS4A Funding Federal share, and non-Federal share funds. The costs or value of in-kind matches should also be provided. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award. DOT requires applicants use SF-424A to provide this information.

ii. Implementation Grant Application Submissions

Implementation Grant applications must submit the following Standard Forms (SFs):

- Application for Federal Assistance (SF-424)
- Budget Information for Construction Programs (SF-424C)
- Assurances for Construction Programs (SF-424D)
- Disclosure of Lobbying Activities (SF-LLL)

In addition to the SFs above, the applicant must provide: a) Key Information; b) Narrative; c) Self-Certification Eligibility Worksheet; and d) Budget. While it is not required to conform to the recommended template in the Key Information Table below, it is strongly encouraged to provide the information using the specific structure provided in this NOFO.

a) Key Information Table

Application Name	
Lead Applicant	
If Multijurisdictional, additional eligible entities jointly applying	
Roadway safety responsibility	Ownership and/or maintenance responsibilities over a roadway network Safety responsibilities that affect roadways Have an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction
Population in Underserved Communities	

Key Information Table

States(s) in which activities are located	
Costs by State	
Funds to Underserved Communities	
Cost total for eligible activity (A) supplemental action plan activities in support of an existing Action Plan	
Cost total for eligible activity (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan	
Cost total for eligible activity (C) carrying out projects and strategies identified in an Action Plan	
Action Plan or Established Plan Link	

Instructions for a)

- Provide a grant application name to accompany the grant application.
- The lead applicant is the primary jurisdiction, and the lead eligible entity applying for the grant.
- If the application is multijurisdictional, list additional eligible entities within the multijurisdictional group of entities. If a single applicant, leave blank.
- The roadway safety responsibility response should check one of the three answers to meet eligibility conditions.
- The population in Underserved Community Census Tracts should be a percentage number obtained by dividing the population living in Underserved Community Census tracts within the jurisdiction divided by the total population living in the jurisdiction. **The population must be based on 2019 ACS data.**²²
- Identify State(s) in which the applicant is located in. If a federally recognized Tribal government, leave blank.
- The total amount of funds to underserved communities is the amount of spent in, and provide safety benefits to, locations in census tracts designated as underserved communities.
- For each State, allocate funding request amounts divided up by State based on where the funds are expected to be spent. If the applicant is located in only one State, put the full funding request amount only.
- Provide a weblink to the plan that serves as the Action Plan or established plan that is substantially similar. This may be attached as a supporting PDF document instead; if so please write “See Supporting Documents.”

b) Narrative

The Department recommends that the narrative follows the outline below to address the program requirements and assist evaluators in locating relevant information. The narrative may not exceed 10 pages in length, excluding cover pages and the table of contents. Key information, the Self-Certification Eligibility Worksheet, and Budget sections do not count towards the 10-page limit. Appendices may include documents supporting assertions or conclusions made in the 10-page narrative and also do not count towards the 10-page limit. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the narrative the relevance of each supporting document.

I. Overview	See D.2.ii.b.I
II. Location	See D.2.ii.b.II
III. Response to Selection Criteria	See D.2.ii.b.III and Section E.1.ii
IV. Project Readiness	See D.2.ii.b.IV

²² Use <https://usdot.maps.arcgis.com/apps/dashboards/99f9268777ff4218867ceedfabe58a3a> to calculate the percentage of population in underserved community. Census data can be found at <https://www.census.gov/acs/www/data/data-tables-and-tools/data-profiles/2019/>

I. Overview

This section should provide an introduction, describe the safety context, jurisdiction, and any high-level background information that would be useful to understand the rest of the application.

II. Location

This section of the application should describe the jurisdiction's location, the jurisdiction's High-Injury Network or equivalent geospatial identification (geographic or locational data using maps) of higher risk locations, and potential locations and corridors of the projects and strategies. Note that the applicant is not required to provide exact locations for each project or strategy; rather, the application should identify which geographic locations are under consideration for projects and strategies to be implemented and what analysis will be used in a final determination.

III. Response to Selection Criteria

This section should respond to the criteria for evaluation and selection in Section E.1.ii of this Notice and include compelling narrative to highlight how the application aligns with criteria #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; and #4 Climate Change and Sustainability, and Economic Competitiveness. Note, criterion #1 Safety Impact assesses "implementation cost" information, which will be described in SF-424C and the d) Budget of the narrative and does not need to be duplicated in this portion of the narrative.

The applicant must respond to each of the four criteria. Applicants are not required to follow a specific format, but the organization provided, which addresses each criterion separately, promotes a clear discussion that assists evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application. To the extent practical, DOT encourages applicants to use and reference existing content from their Action Plan/established plan(s) to demonstrate their comprehensive, evidence-based approach to improving safety.

IV. Project Readiness

The applicant must provide information to demonstrate the applicant's ability to substantially execute and complete the full scope of work in the application proposal within five years of when the grant is executed, with a particular focus on design and construction, as well as environmental, permitting, and approval processes. Applicants should indicate if they will be seeking permission to use roadway design standards that are different from those generally applied by the State in which the project is located. As part of this portion of the narrative, the applicant must include a detailed activity schedule that identifies all major project and strategy milestones. Examples of such milestones include: State and local planning approvals; start and completion of National Environmental Policy Act and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications, and estimates; procurement; State and local approvals; public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts, and possible mitigation for those impacts. When a project results in impacts, it is expected an award recipient will take steps to engage the public. For additional guidance and resources, visit www.transportation.gov/SS4A.

c) Self-Certification Eligibility Worksheet

Attach a completed Table 2: Self-Certification Eligibility Worksheet.

d) Budget

This section of the application should describe the budget for the SS4A proposal. Applicants are required to provide a brief budget summary and provide a high-level overview of estimated activity costs, as organized by all major cost elements. The budget should provide itemized estimates of the costs of the proposed projects and strategies at the individual component level. This includes capital costs for infrastructure safety improvements and costs associated with behavioral and operational safety projects and strategies. The section should also distinguish between the three eligible activity areas: (A) supplementing action plan activities in support of an existing Action Plan; (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and (C) carrying out projects and strategies identified in an Action Plan.

Funding sources should be grouped into two categories: SS4A funding Federal share, and non-Federal share funds. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. If non-Federal share funds or in-kind contributions are from entities who are not the applicant, include commitment letters or evidence of allocated cost share as a supporting document. DOT requires applicants use form SF-424C, and the applicant must also provide the information in Table 3 below.

Table 3: Supplemental Estimated Budget

Subtotal Budget for (A) supplemental action plan activities;	\$0.00
Itemized Estimated Costs of the (A) supplemental action plan activities	
Item #1	\$0.00
Item #2	\$0.00
Subtotal Budget for (B) conducting planning, design, and development activities	\$0.00
Itemized Estimated Costs of the (B) planning, design, and development activities	
Item #1	\$0.00
Item #2	\$0.00
Item #3	\$0.00
Subtotal Budget for (C) carrying out projects and strategies	\$0.00

Itemized Estimated Costs of the (C) proposed projects and strategies	
Item #1	\$0.00
Item #2	\$0.00
Item #3	\$0.00
Item #4	\$0.00
Subtotal Funds to Underserved Communities	\$0.00

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (i) be registered in SAM (<https://sam.gov/content/home>) before submitting its application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. DOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time DOT is ready to make an award, DOT may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

4. Submission Dates and Times

Applications must be submitted by 5:00 PM EDT on Thursday, September 15, 2022.

5. Funding Restrictions

Per BIL requirements, not more than 15 percent of the funds made available to carry out the SS4A program in FY22 may be awarded to eligible applicants in a single State.²³ In addition, 40 percent of the total FY22 funds made available must be for developing and updating a comprehensive safety action plan, or supplemental action plan activities.

6. Other Submission Requirements

The format of the Section D.2 application submission should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of 1 inch on all sides, and include page numbers.

The complete application must be submitted via grants.gov. In the event of system problems or the applicant experiences technical difficulties, contact grants.gov technical support via telephone at 1-800-518-4726 or email at support@grants.gov.

²³ Funding for Tribal lands will be treated as their own State and will not count toward a State's 15% limit.

E. Application Review Information

1. Selection Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. The Department will review merit criteria for all applications. Each of the two grant types to be made available through the SS4A grant program, Action Plan Grant and Implementation Grant, will have its own set of application review and selection criteria.

i. Action Plan Grant Selection Criteria

For Action Plan Grants, the Department will use three evaluation criteria. The Department will evaluate quantitative data in two selection criteria areas: #1 Safety Impact; and #2 Equity. The Department will also assess the narrative for #3 Additional Safety Considerations. Costs will also be considered.

Selection Criterion #1: Safety Impact. The activities are in jurisdictions that will likely support a significant reduction or elimination of roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial operators, within the timeframe proposed by the applicant. The Department will assess safety impact using two quantitative ratings:

- The count of roadway fatalities from 2016 to 2020 based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information.²⁴
- The fatality rate, which is calculating using ~~the~~ **5-year annual** average from the total count of fatalities from 2016 to 2020 (based on FARS data or an alternative traffic crash dataset) divided by the ~~2020~~ **2019** population of the applicant's jurisdiction based on ~~2020~~ **2019 ACS data** ~~U.S. Census population data~~. **The rate should be normalized to per 100,000 persons.**

Selection Criterion #2: Equity. The activities will ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries, including rural communities. The Department will assess the equity criterion using one quantitative rating:

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.²⁵ Population of a Census tract, either a tract that is Underserved Community or not, must be based on ~~2020~~ **2019 ACS data** ~~U.S. Census population data~~.

Selection Criterion #3: Additional Safety Considerations. The Department will assess whether the applicant has considered any of the following in the development of the Action Plan:

- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Engage with a variety of public and private stakeholders (e.g., inclusive community engagement, community benefit agreements, etc.);
- Seek to adopt innovative technologies or strategies to promote safety and equity; and

²⁴ <https://cdan.dot.gov/query>

²⁵ <https://usdot.maps.arcgis.com/apps/dashboards/d6f90dfee8b44525b04e7ee748a3674a>
<https://usdot.maps.arcgis.com/apps/dashboards/99f9268777ff4218867ceedfabe58a3a>

- Include evidence-based projects or strategies.

The applicant must address these considerations in narrative form.

Additional Consideration: Budget Costs

The Department will assess the extent to which the budget and costs to perform the activities required to execute the Action Plan Grant are reasonable based on 2 CFR § 200.404.

ii. Implementation Grant Selection Criteria

Implementation Grants have four merit criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; and #4 Climate Change and Economic Competitiveness. Two additional considerations will also be used in the selection process: Project Readiness, and Funds to Underserved Communities. The response to each criterion, to the extent practicable, should be aligned with the applicant's Action Plan. Below describes the specific content the applicant should respond to for each of these criteria.

Selection Criterion #1: Safety Impact. DOT will assess whether the proposal is likely to: significantly reduce or eliminate roadway fatalities and serious injuries; employ low-cost, high-impact strategies over a wide geographic area; and include evidence-based projects and strategies. Safety impact is the most important criterion and will be weighed more heavily in the review and selection process. The Department will assess the applicant's description of the safety problem, safety impact assessment, and costs as part of the Safety Impact criterion:

- Description of the safety problem. DOT will assess the extent to which:
 - The safety problem is described, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user.
 - Crashes and/or crash risk are displayed in a High-Injury Network, hot spot analysis, or similar geospatial risk visualization.
 - Safety risk is summarized from risk models, hazard analysis, the identification of high-risk roadway features, road safety audits/assessments, and/or other proactive safety analyses.
- Safety impact assessment. DOT will assess the extent to which projects and strategies:
 - Align with and address the identified safety problems.
 - Are supported by evidence to significantly reduce or eliminate roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial vehicle operators.
 - Use low-cost, high-impact strategies and projects that can improve safety over a wider geographical area.
 - Measure safety impact through models, studies, reports, proven noteworthy practices, Crash Modification Factors (CMF), and other information on project and strategy effectiveness.
 - Include a multi-disciplinary, systemic approach that relies on redundancies to reduce safety risks.
 - Will have safety benefits that persist over time.

- **Implementation Costs.** DOT will assess the extent to which projects and strategies are itemized and summarized, including capital costs for infrastructure, behavioral, and operational safety improvements.

Selection Criterion #2: Equity, Engagement, and Collaboration. This criterion supports the legislative requirements to assess the extent to which the application ensures the equitable investment in the safety needs of underserved communities, and demonstrates engagement with a variety of public and private stakeholders. The response to this criterion should focus on equity, engagement, and collaboration in relation to the implementation of the projects and strategies. DOT will assess the extent to which projects and strategies:

- Ensure equitable investment in underserved communities in preventing roadway fatalities and serious injuries, including rural communities.
- Are designed to decrease existing disparities identified through equity analysis.
- Consider key population groups (e.g., people in underserved communities, children, seniors, Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, other persons of color, persons with disabilities, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality) to ensure the impact to these groups is understood and addressed.
- Include equity analysis, both quantitative and qualitative, and stakeholder engagement in underserved communities as part of the development and implementation process.
- Include meaningful engagement with the public, including public involvement for underserved communities, community benefit agreements, and relevant stakeholders such as private sector and community groups, as part of implementation.
- Leverage partnerships within their jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, and/or other relevant stakeholders to achieve safety benefits while preventing unintended consequences for persons living in the jurisdiction.
- Inform representatives from areas impacted on implementation progress and meaningfully engage over time to evaluate the impact of projects and strategies on persons living in the jurisdiction.
- Align with the equity analysis performed as part of the development of an existing Action Plan.

Selection Criterion #3: Effective Practices and Strategies. DOT will assess the extent to which the application employs low-cost, high-impact strategies that can improve safety over a wide geographical area, includes evidence-based projects or strategies that improve safety, and seeks to adopt innovative technologies or strategies to promote safety and equity. The response to this criterion needs to address, at a minimum, one of the four effective practices and strategies from the list below, which includes: create a safer community; Safe System Approach; Complete Streets; and innovative practices and technologies. If the applicant responds to more than one of the four options, the option that is rated highest in the review process will be used for the rating of this criterion.

- **Create a safer community.** DOT will assess the extent to which the projects and strategies:
 - Establish basic, evidence-based roadway safety infrastructure features, including but not limited to sidewalks and separated bicycle lanes.

- Improve safety for all road users along a roadway network using proposed Public-Rights-of-Way Accessibility Guidelines (PROWAG).²⁶
 - Use evidence-based, proven, and effective safety countermeasures to significantly improve existing roadways.²⁷
 - Use evidence-based Countermeasures that Work with four or five stars to address persistent behavioral safety issues and consider equity in their implementation.²⁸
 - Apply systemic safety practices that involve widely implemented improvements based on high-risk roadway features correlated with particular severe crash types.
- Safe System Approach. DOT will assess the extent to which the projects and strategies:
 - Encompass at least two of the five safety elements in the National Roadway Safety Strategy (Safer People, Safer Roads, Safer Speeds, Safer Vehicles, and Post-Crash Care). This may include a mix of infrastructure, behavioral, and operational safety projects and strategies.
 - Create a transportation system that accounts for and mitigates human mistakes.
 - Incorporate data-driven design features that are human-centric, limit kinetic energy, and are selected based on the physical limits of people's crash tolerances before injury or death occurs.
 - Support actions and activities identified in the Department's National Roadway Safety Strategy that are evidence-based.
- Complete Streets. DOT will assess the extent to which the projects and strategies:
 - Account for the safety of all road users in their implementation through evidence-based activities.
 - Are supported by an existing Complete Streets Policy that prioritizes safety in standard agency procedures and guidance or other roadway safety policies that have eliminated barriers to prioritizing the safety of all users, or includes supplemental planning activities to achieve this. Consider the management of the right of way using a data-driven approach (e.g., delivery access, features that promote biking and micromobility, electric vehicle charging infrastructure, etc.).
 - Improve accessibility and multimodal networks for people outside of a motor vehicle, including people who are walking, biking, rolling, public transit users, and have disabilities.
 - Incorporate the proposed PROWAG, and any actions in an established the American with Disabilities Act Transition Plan to correct barriers to individuals with disabilities.
- Innovative practices and technologies. DOT will assess the extent to which the projects and strategies:
 - Incorporate practices that promote efficiency within the planning and road management lifecycle (e.g., dig once, etc.).
 - Integrate additional data beyond roadway and crash information to inform implementation and location, such as data on the built environment.

²⁶ <https://www.access-board.gov/prowag/>

²⁷ <https://safety.fhwa.dot.gov/provencountermeasures/>

²⁸ https://www.nhtsa.gov/sites/nhtsa.gov/files/2021-09/Countermeasures-10th_080621_v5_tag.pdf

- Foster applied, data-driven research and experimentation to inform project and strategy effectiveness, including but not limited to participation in a sanctioned Manual on Uniform Traffic Control Devices experimentation, research to inform Proven Safety Countermeasures or Countermeasures that Work, and/or research that measures the effectiveness of multidisciplinary activities.
- Adopt innovative technologies or practices to promote safety and equity. These could include infrastructure, behavioral, operational, or vehicular safety-focused approaches.

Selection Criterion #4: Climate Change and Sustainability, and Economic Competitiveness. This program's focus on equity and safety are also advanced by considerations of how applications address climate and sustainability considerations, as well as whether applications support economic competitiveness. DOT will assess the extent to which the projects and strategies use safety strategies to support the Departmental strategic goals of climate change and sustainability, and economic strength and global competitiveness, and the extent to which the proposal is expected to:

- Reduce motor vehicle-related pollution such as air pollution and greenhouse gas emissions.
- Increase safety of lower-carbon travel modes such as transit and active transportation.
- Incorporate lower-carbon pavement and construction materials.
- Support fiscally responsible land use and transportation efficient design that reduces greenhouse gas emissions.
- Includes storm water management practices and incorporates other climate resilience measures or feature, including but not limited to nature-based solutions that improve built and/or natural environment while enhancing resilience.
- Lead to increased economic or business activity due to enhanced safety features for all road users.
- Increase mobility and expand connectivity for all road users to jobs and business opportunities, including people in underserved communities.
- Improve multimodal transportation systems that incorporate affordable transportation options such as public transit and micromobility.
- Demonstrate a plan or credible planning activities and project delivery actions to advance quality jobs, workforce programs, including partnerships with labor unions, training providers, education institutions, and hiring policies that promote workforce inclusion.
- Result in high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union, incorporate strong labor standards (e.g., wages and benefits at or above prevailing; use of project labor agreements, registered apprenticeship programs, pre-apprenticeships tied to registered apprenticeships, etc.), and/or provide workforce opportunities for historically underrepresented groups (e.g., workforce development program, etc.).

Additional Consideration: Project Readiness

Applications rated as “Highly Recommended” or “Recommended” based on the selection Criteria 1 through 4 will be reviewed for Project Readiness, which will be a consideration for application selection. Project Readiness focuses on the extent to which the applicant will be able to substantially execute and complete the full scope of work in the Implementation Grant application within five (5) years of when the grant is executed. This includes information related to required design and construction standards, as well

as environmental, permitting, and approval processes. DOT will evaluate the extent to which the application:

- Documents all applicable local, State, and Federal requirements.
- Includes information on activity schedule, required permits and approvals, the National Environmental Policy Act (NEPA) class of action and status, State Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) status, public involvement, right-of-way acquisition plans, procurement schedules, multi-party agreements, utility relocation plans and risk and mitigation strategies, as appropriate.
- Is reasonably expected to begin any construction-related projects in a timely manner consistent with all applicable local, State, and Federal requirements.

Additional Consideration: Funds to Underserved Communities.

The percentage of Implementation Grant funds that will be spent in, and provide safety benefits to, locations in census tracts designated as underserved communities as defined by this NOFO will be considered as part of application selection.²⁹ DOT will use this information in support of the legislative requirement to ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries. Higher percentages of funding to underserved communities will be generally viewed favorably by DOT, and the Department encourages applicants to leverage project and strategy activities to the extent practical and in alignment with the safety problems identified in an Action Plan.

2. Review and Selection Process

This section addresses the BIL requirement to describe the methodology for evaluation in the NOFO, including how applications will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to assign an overall rating. The SS4A grant program review and selection process consists of eligibility reviews, merit criteria review, and Senior Review. The Secretary makes the final selections.

i. Action Plan Grant Review and Selection Process

The process for the application plan review is described below:

- Teams of Department and contractor support staff review all applications to determine eligibility based on the eligibility information in Section C.
- Eligible Action Plan applications received by the deadline will be reviewed for their merit based on the selection criteria in Section E.1.i.
- Applications are scored numerically based on Merit Criteria #1 Safety Impact and #2 Equity Criteria.

²⁹ An underserved community as defined for this NOFO is consistent with the Office of Management and Budget's Interim Guidance for the Justice40 Initiative and the Historically Disadvantaged Community designation, which includes: U.S. Census tracts identified in this table <https://datahub.transportation.gov/stories/s/tsyd-k6jj>; any Tribal land; or any territory or possession of the United States.

- The #3 Additional Safety Considerations criterion narrative will be reviewed and assessed as either “qualified,” meaning the application addresses the criterion at least in part, or “not qualified,” meaning the application does not address the criterion. Applications that do not address the #3 Additional Safety Considerations and are deemed “not qualified” will not be considered.
- Action Plan Grant applications to develop or complete a new Action Plan will be noted and prioritized for funding.
- In order to ensure that final selections will meet the statutory requirement that no more than 15 percent of program funds may be awarded to eligible applicants in one State, applications will have their State location denoted. Tribal awards are not counted towards this 15 percent maximum.
- The Teams will examine the locations of the applicants to identify if multiple applicants requested funding for the same jurisdiction. DOT reserves the right to request applicants with duplicative funding requests consolidate their efforts as one multijurisdictional group prior to receiving an award, and may decline to fund duplicative applications irrespective of their individual merits.

ii. Implementation Grant Review and Selection Process

a) Overall Selection Process and Ratings

Teams of Department and contractor support staff review all applications to determine whether they are eligible applicants based on the eligibility information in Section C. All eligible Implementation Grant applications received by the deadline will be reviewed and receive ratings for each of these criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Climate Change and Sustainability, and Economic Competitiveness. Based on the criteria ratings, an overall application rating of “Highly Recommended,” “Recommended,” “Acceptable,” or “Not Recommended” will be assigned. Criterion #1, Safety Impact, will be weighted most heavily.

Overall “Highly Recommended” Application Rating Scenarios

Selection Criteria	Scenario (a) Criteria Rating	Scenario (b) Criteria Rating
#1 Safety Impact	High	Medium
#2 Equity, Engagement, and Collaboration	Medium or High	High
#3 Effective Practices and Strategies	Medium or High	High
#4 Climate Change Sustainability, and Economic Competitiveness	Low, Medium, or High	High

Overall Rating	Highly Recommended	Highly Recommended
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Overall “Recommended” Rating Scenarios

Selection Criteria	Scenario (c) Criteria Rating	Scenario (d) Criteria Rating
#1 Safety Impact	High	Medium
#2 Equity, Engagement, and Collaboration	At least one Low	One Medium and One High or Two Medium
#3 Effective Practices and Strategies	At least one Low	One Medium and One High or Two Medium
#4 Climate Change and Sustainability, and Economic Competitiveness	Low, Medium, or High	Low, Medium, or High
Overall Rating	Recommended	Recommended

Overall “Acceptable” and “Not Recommended” Rating Scenarios

Selection Criteria	Scenario (e) Criteria Rating	Scenario (f) Criteria Rating
#1 Safety Impact	Low	Any are determined Non-Responsive
#2 Equity, Engagement, and Collaboration	Low, Medium, or High	Any are determined Non-Responsive
#3 Effective Practices and Strategies	Low, Medium, or High	Any are determined Non-Responsive
#4 Climate Change and Sustainability, and Economic Competitiveness	Low, Medium, or High	Any are determined Non-Responsive
Overall Rating	Acceptable	Not Recommended

b) Safety Impact Criterion Rating Methodology

For the #1 Safety Impact criterion, the Department will assess three subcomponents to determine a result in an overall rating of “high,” “medium,” and “low,” or “non-responsive.” The three subcomponents are: the description of the safety problem; the safety impact assessment; and the implementation costs.

The description of the safety problem sub-rating will use the guidelines below:

	High	Medium	Low	Non-responsive
Rating Scale	The narrative and supporting information demonstrate the proposal is addressing a substantial safety problem. The narrative is well-articulated and is strongly supported by data and analysis.	The narrative and supporting information demonstrate the proposal is addressing an existing safety problem. Narrative articulates the description, is generally supporting by data and analysis.	The narrative and supporting information demonstrate the proposal is addressing a safety problem more minor in scope. The narrative is not well-articulated, and the supporting data and analysis are limited.	The narrative and supporting information do not address a safety problem.

The safety impact assessment sub-rating will use the guidelines below:

	High	Medium	Low	Non-responsive
Rating Scale	The projects and strategies have strong potential to address the safety problem. The projects and strategies proposed are highly effective, based on evidence, use a systemic approach, and have benefits that persist over time.	The projects and strategies address the safety problem. Most of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, and have benefits that persist over time.	The projects and strategies address the safety problem to a limited degree. Some or none of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, or have benefits that persist over time.	The projects and strategies do not address the safety problem.

The implementation costs sub-rating will use the guidelines below:

	High	Medium	Low	Non-responsive
Rating Scale	The costs for the implementation of the projects and strategies are clearly articulated and summarized. Future costs are well described. The quantity and quality of the projects and strategies in relation to the cost amounts strongly indicate the costs are reasonable.	The costs for the implementation of the projects and strategies are summarized. Future costs are described. The quantity and quality of the projects and strategies in relation to the cost amounts seem to indicate the costs are reasonable.	The costs for the implementation of the projects and strategies are not well-articulated or missing key details. Future costs are minimally or not described. Based on the limited quantity and/or quality of the projects and strategies in relation to the cost amounts, the cost reasonableness is uncertain.	Cost information is not provided.

The three sub-ratings for the #1 Safety Criterion (the description of the safety problem; the safety impact assessment; and the implementation costs) will be combined and scored using the following rating system to determine if the overall rating for the Safety Criterion is “High,” “Medium,” “Low,” or “Non-Responsive.”

Safety Criterion Sub-Rating Scores	Overall Safety Criterion Rating
At least two “high”, no “low”, no “non-responsive”	High
No “low”, no “non-responsive,” or does not meet the High criterion	Medium
No “high”, at least one “low”, no “non-responsive,” or does not meet the Medium criterion	Low
Any “non-responsive”	Non-Responsive

c) Other Criteria Rating Methodology

For the merit criteria #2 Equity, Engagement, and Collaboration, #3 Effective Practices and Strategies, and #4 Climate Change and Economic Competitiveness, the Department will consider whether the application narrative is clear, direct, responsive to the selection criterion focus areas, and logical, which will result in a rating of “high,” “medium,” “low,” or “non-responsive.”

	High	Medium	Low	Non-Responsive
Rating Scale	The application is substantively responsive to the criteria, with clear, direct, and logical narrative.	The application is moderately responsive to the criteria, with mostly clear, direct, and logical narrative.	The application is minimally responsive to the criteria and is somewhat addressed in the narrative.	The narrative indicates the proposal is counter to the criteria, or does not contain sufficient information

“Highly Recommended” and “Recommended” applications will receive a Project Readiness evaluation, as described below. The reviewers will use the application materials outlined in Section D to assess the applicant’s Project Readiness and will provide a rating of either “Very Likely,” “Likely,” or “Unlikely.”

	Very Likely	Likely	Unlikely
Rating Scale	Based on the information provided in the application and the proposed scope of the projects and strategies, it is very likely the applicant can complete all projects and strategies within a five-year time horizon.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is probable the applicant can complete all projects and strategies within a five-year time horizon.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is uncertain whether the applicant can complete all projects and strategies within a five-year time horizon.

iii. Senior Review Team Phase

a) Action Plan Grant Senior Review Team Phase

For the Action Plan Grants, the Secretary will set thresholds for each of the three quantitative criteria ratings based on their distribution, the number of applicants, and the availability of funds. Eligible applicants who meet or exceed the threshold in any of the three criteria will be offered Action Plan Grant award funding. A composite rating of the three criteria will not be made, and each criterion will be considered separately. Based on the overall application pool, available funding, and legislative requirements, the Secretary reserves the discretion to set the threshold(s) most advantageous to the U.S. Government’s interest. The Secretary will consult with a Senior Review Team (SRT) to make the threshold determinations. Additionally, the Secretary may choose to prioritize Action Plan Grants that are developing or completing an Action Plan over Action Plan Grant applications focused on supplemental action plan activities because an Action Plan is a prerequisite to applying for Implementation Grants in future NOFOs.

b) Implementation Grant Senior Review Team Phase

Once every Implementation Grant application has been assigned an overall rating based on the methodology above, all “Highly Recommended” applications will be included in a list of Applications for Consideration. The SRT will review whether the list of “Highly Recommended” applications is sufficient to ensure that no more than 15 percent of the FY 2022 funds made available are awarded to eligible applicants in a single State. “Recommended” applications may be added to the proposed list of Applications for Consideration until a sufficient number of applications are on the list to ensure that all

the legislative requirements can be met and funding would be fully awarded. “Recommended” applications with a “High” Safety Impact Criterion rating will be prioritized and considered first. If that produces an insufficient list, “Recommended” applications with a “Medium” Safety Impact Criterion rating and a “High” rating for the Equity, Engagement, and Collaboration Criterion will also be considered. The SRT will also review all “Highly Recommended” applications that received an “Unlikely” project readiness rating, and either remove those applicants from the Applications for Consideration, OR recommend a reduced scope to minimize the risk the applicant will not complete the scope of work within five years of the grant agreement execution.

Additionally, to ensure the funding awards align to the extent practicable to the program goal of equitable investment in the safety needs of underserved communities, the SRT may review “Recommended” applications and set a threshold based on the percentage of funds that will be spent in, and provide safety benefits to, locations within underserved communities. Any “Recommended” applications at or above that threshold will be included in the proposed list of Applications for Consideration.

For each grant type, the SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards, and the Secretary makes final selections. The Secretary’s selections identify the applications that best address program requirements and are most worthy of funding.

3. Additional Information

Prior to entering into a grant agreement, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to providing assistance to help award recipients through the process of securing a grant agreement and delivering both Action Plan activities and Implementation Grant projects and strategies. Award recipients are encouraged to identify any needs for assistance in delivering the Implementation Grant projects and strategies so that DOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.

F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in Section E, the Secretary will announce awarded applications by posting a list of selected recipients at www.transportation.gov/SS4A. The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, the Department will contact the point of contact listed in the SF-424 to initiate negotiation of a grant agreement.

2. Administrative and National Policy Requirements

i. Equity and Barriers to Opportunity

Each applicant selected for SS4A grant funding must demonstrate effort to improve equity and reduce barriers to opportunity as described in Section A. Award recipients that have not sufficiently addressed equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).³⁰

ii. Labor and Workforce

Each applicant selected for SS4A grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards as described in Section A. To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

As expressed in section A, equal employment opportunity is an important priority. The Department wants to ensure that sponsors have the support they need to meet requirements under EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended). All Federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color.³¹ Projects over \$35 million shall meet the requirements in Executive Order 14063, Use of Project Labor Agreements for Federal Construction Projects (87 FR 7363).

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. Through the program, OFCCP offers contractors and subcontractors extensive compliance assistance, conducts compliance evaluations, and helps to build partnerships between the project sponsor, prime contractor, subcontractors, and relevant stakeholders. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of federally assisted projects over which OFCCP has jurisdiction and that have a project cost above

³⁰ An illustrative example of how these requirements are applied to recipients can be found here:

<https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions>

³¹ <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf>

\$35 million. DOT will require project sponsors with costs above \$35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award. Under that partnership, OFCCP will ask these project sponsors to make clear to prime contractors in the pre-bid phase that project sponsor's award terms will require their participation in the Mega Construction Project Program. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under "Scheduling" on the Department of Labor website: <https://www.dol.gov/agencies/ofccp/faqs/construction-compliance>.

iii. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats. Each applicant selected for SS4A grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds for construction, consistent with Presidential Policy Directive 21, Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Additionally, funding recipients must be in compliance with 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

Award recipients shall also consider whether projects in floodplains are upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input (80 FR 6425).

iv. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with NEPA under 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality's NEPA implementing regulations at 40 CFR §§ 1500-1508, where applicable.

v. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR § 200, Subpart F, as adopted by the Department at 2 CFR § 1201. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration (e.g., the Federal Highway Administration, etc.) administering the activities will apply to the activities that receive SS4A grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department's other highway and transit grant programs. DOT anticipates grant recipients to have varying levels of experience administering Federal funding agreements and complying with Federal requirements, and DOT will take a risk-based approach to SS4A program grant agreement administration to ensure compliance with all applicable laws and regulations.

The Department will also provide additional technical assistance and support resources to first-time DOT funding recipients and those who request additional support, as appropriate. With respect to highway projects, except as otherwise noted in this NOFO, please note that these grants are not required

to be administered under Title 23 of the U.S.C., which establishes requirements that are generally applicable to funding that is provided by formula to State departments of transportation³². Therefore, the administration and implementation of SS4A grants should be more streamlined for the entities that are eligible for SS4A awards.

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects are subject to the Build America, Buy America Act (Pub. L. No 117–58, div. G §§ 70901–70927) as clarified in OMB Memorandum M-22-11.³³ The Department expects all recipients to be able to complete their projects without needing a waiver. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Projects under this notice will be subject to the domestic preference requirements at § 70914 of the Build America, Buy America Act, as implemented by OMB, and any awards will contain the award terms specific in M-22-11.

SS4A award recipients should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements. ~~Additionally, to the extent practicable, Implementation Grants must adhere to the proposed Public Rights of Way Accessibility Guidelines.~~³⁴ The Department's and the applicable Operating Administrations' Offices of Civil Rights ~~may~~ **will** work with awarded grant recipients **as appropriate** to ensure full compliance with Federal civil rights requirements.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

³² Please note that some title 23 requirements apply regardless of funding source. In particular, projects involving routes on the National Highway System must meet the applicable design standards at 23 CFR part 625.

³³ Pub. L. No. 117-58, division. G, Title IX, Subtitle A, 135 Stat. 429, 1298 (2021). For additional information on § 70914, see OMB-22-11. <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>

³⁴ <https://www.access-board.gov/prowag/>

3. Reporting

i. Progress Reporting on Grant Activity

Reporting responsibilities include quarterly program performance reports using the Performance Progress Report (SF-PPR) and quarterly financial status using the SF-425 (also known as the Federal Financial Report or SF-FFR).³⁵

ii. Post Award Reporting Requirements/Reporting of Matters Related to Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No. 110–417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. Additionally, if applicable funding recipients must be in compliance with the audit requirements in 2 CFR § 200, Subpart F.

iii. Program Evaluation

As a condition of grant award, SS4A grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR §200).

³⁵ <https://www.grants.gov/forms/post-award-reporting-forms.html>

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Office of the Secretary via email at SS4A@dot.gov. In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on the Department's website at www.transportation.gov/SS4A. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact the Department directly, rather than through intermediaries or third parties, with questions. Department staff may also conduct briefings on the SS4A grant selection and award process upon request.

H. Other Information

1. Publication of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations. The Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.

2. Department Feedback on Applications

The Department will not review applications in advance, but Department staff are available for technical questions and assistance. The deadline to submit technical questions is August 15, 2022. The Department strives to provide as much information as possible to assist applicants with the application process. Unsuccessful applicants may request a debrief up to 90 days after the selected funding recipients are publicly announced on transportation.gov/SS4A. Program staff will address questions to SS4A@dot.gov throughout the application period.

3. Rural Applicants

User-friendly information and resources regarding DOT's discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at www.transportation.gov/rural.



Houston-Galveston
Area Council

CORPORATION FOR REGIONAL EXCELLENCE



WHAT IS THE CORPORATION FOR REGIONAL EXCELLENCE?

The Corporation for Regional Excellence is the non-profit arm of the Houston-Galveston Area Council. Since 2003, the Corporation has provided financial support to enhance the programs and services of H-GAC and local governments in the H-GAC region.

WHO CAN USE THE 501(c)(3)?

Any member local government in the 13-county H-GAC region. These include: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton counties.

HOW DO I GET STARTED?

Local governments wishing to utilize the Corporation can apply for an account by letter to shaun.downie@h-gac.com. The application must include: The applicant's name, proposed activities or projects, the area to be served, and the signature of the authorizing official.

WHAT'S NEXT?

Once your application is approved, you're all set! You can begin obtaining contributions and directing them to the Corporation for Regional Excellence.

Funds donated on your behalf will be distributed according to your instructions. The Corporation is a 501(c)(3) organization and may receive contributions from public and private organizations as well as individuals.

WHAT PROJECTS OR ACTIVITIES ARE ELIGIBLE?

The IRS has a long list of eligible activities here. The tax-deductible contributions made on your behalf can be used toward erecting libraries and parks, revitalizing town squares, flood control projects, senior services, and more.

WHAT DOES IT COST?

The service is free to local participating members. The Corporation will track incoming funds and disburse them to approved entities/individuals at the direction of the local government. More than 25 disbursements in a year will require a small administrative fee.

WHO CAN I CONTACT FOR MORE INFORMATION?

For more information contact us at shaun.downie@h-gac.com or 713-993-2449.

The Houston-Galveston Area Council (H-GAC) is the regional organization through which local governments consider issues and cooperate in solving area wide problems. Through H-GAC, local governments also initiate efforts in anticipating and preventing problems, saving public funds. The 13-county H-GAC service region is growing, becoming more diverse, and constantly changing. In order to address the needs of citizens and businesses, local governments are providing leadership to guide regional development wisely and manage change constructively.



Houston-Galveston
Area Council

CORPORATION FOR REGIONAL EXCELLENCE



Entity Name:

Address:

Contact Name

Phone number:

Email address:

Are you a member of H-GAC ☐ Yes ☐ No

Please describe the project for which you wish to use the H-GAC Corporation for Regional Excellence:

When do you anticipate this project to begin? _____ end?

Will contributors require a year-end contribution statement? ☐ Yes ☐ No

Expected contribution revenues: \$

If contribution statements are needed, H-GAC will rely on the sponsoring organization to assist in providing information on their donors/contributors.

H-GAC will provide administrative support for this project, free of charge to member governments, which includes receipt and disbursement of funds to a maximum of five vendors, with cumulative transactions of twenty-four per year. Should the number of transactions exceed this quantity, H-GAC may impose a small administrative fee to cover the cost of the service. Such fee will not exceed 1.5% of revenues received.

All funds received and disbursed through the Corporation are subject to audit annually and may also be disclosed as required under federal or state law.

Submitted by:

Name and Title

Date

Approved on behalf of CRE

Chuck Wemple, Executive Director

Date