



BAY CITY

REVISED MINUTES • APRIL 23, 2015

Council Chambers

Regular Meeting

7:00 PM

1901 5TH STREET
BAY CITY, TX 77414

1. CALL TO ORDER & CERTIFICATION OF QUORUM

Attendee Name	Title	Status	Arrived
Chrystal Folse	Councilwoman	Present	
Steven Johnson	Councilman	Present	
Mark Bricker	Mayor	Present	
Carolyn Thames	Mayor Pro-Tem	Present	
Julie Estlinbaum	Councilwoman	Present	
William Cornman	Councilman	Present	

2. INVOCATION & PLEDGE OF ALLEGIANCE - MAYOR PRO TEM CAROLYN THAMES

Texas State Flag Pledge:

"Honor The Texas Flag; I Pledge Allegiance To Thee, Texas, One State Under God, One And Indivisible."

3. PUBLIC COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff places the item on an agenda for a subsequent meeting.

Bay City resident Allison Sliva stated that she had three things she wanted to comment on. Mrs. Sliva thanked the City for coming out and cleaning out the drains at Pheasant and Vahalla. She suggested an ordinance prohibiting people from blowing yard debris into the street, which would help with the drainage issue. Mrs. Sliva spoke about House Bill 40. She stated that she emailed Mayor and Council, but had not heard anything back. Mrs. Sliva stated that it was about limiting a municipalities ability to regulate oil and gas drilling.

4. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

The following items may be acted upon in a single motion. No separate discussion or action on any of these items will be held unless requested by a member of the City Council. Public comment on consent agenda items may be heard without removing the item from the consent agenda. Each person providing public comment will be limited to 3 minutes.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Chrystal Folse, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

1. Resolution

CONSIDER AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, GRANTING OF AN EXCEPTION TO THE PROHIBITION AGAINST THE SALE OF ALCOHOLIC BEVERAGES SET OUT IN SECTION 6-5 OF THE CITY CODE OF ORDINANCES.

Nancy Warren

RESOLUTION

Enacted and approved this 23rd day of April, 2015, at Bay City

5. REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL:

1. Resolution

CONSIDER AND/OR APPROVE THE ADOPTION OF A RESOLUTION AUTHORIZING THE ADOPTION OF GUIDELINES AS A TEXAS FILM FRIENDLY COMMUNITY.

Mayor Pro Tem Carolyn Thames

Mayor Pro Tem Thames provided some background on the item.

Heather Menzies explained that the idea came from the Vision 2040 Plan. Ms. Menzies stated that it was a significant industry that we were not marketing ourselves for. She went on to state that only a handful of cities are considered Film Friendly. Ms. Menzies stated that the second part of the process was becoming certified. She added that we had to have certain documents in place. Ms. Menzies stated that the first step was attending a workshop.

The Mayor commented that it blew him away as to how much economic impact it had.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

RESOLUTION

Enacted and approved this 23rd day of April, 2015, at Bay City

2. Report

CONSIDER AND/OR APPROVE THE QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31, 2015.

Phill Conner, Finance Director

Mr. Conner informed Mayor and Council that the City was not getting a lot of interest revenue. He added that all investments were in TexPool. Mr. Conner stated that the City had a total of 13 million dollars; \$8 million of those dollars were invested, and the remaining funds were in cash and other accounts. He stated that the City had a good cash balance.

Councilman Cornman asked what was in the consolidated cash account. Mr. Conner stated that some of it was Fund Balance and also some revenue was in the account. Councilman Cornman asked what matured. Mr. Conner explained that the matures are what the City takes out to pay bills. Councilman Cornman asked that the

\$3,0000-\$5,000 in revenue that has come in, has not been spent yet. Mr. Conner stated yes.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

3. Report

CONSIDER AND/OR APPROVE THE MONTHLY FINANCIAL STATEMENTS AS OF MARCH 31, 2015.

Phill Conner, Finance Director

Mr. Conner explained that the year-to-date taxes were 15% over budget and it continues to increase.

Councilman Cornman stated that it looked like they had budgeted very well. He commented that when they budgeted for sales tax, all of the approved FTE's and budgeted increase for the water and sewer, they budgeted very well. Councilman Cornman stated that he was curious about the FTE's and sewer and water revenue.

Councilman Cornman stated that the Vision 2040 Plan cost the City was supposed to receive contribution from other organizations; have they contributed. Mr. Conner stated that he believed so. The Mayor stated that he would get the information to you.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	Chrystal Folse, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

4. Budget

CONSIDER AND APPROVE AN ORDINANCE AMENDING THE 2014-2015 FISCAL YEAR BUDGET.

Phill Conner, Finance Director

Mr. Conner explained that the budget amendment was to transfer money from the General Fund for the Downtown Sidewalk Project for \$45,000; the PD incurred expenditures, such as body cameras and tazers, and were moving funds from accounts that were under to cover the expense; and to increase the General Fund \$442,000. The General Fund increase of \$442,000 was the transfer from the Water Sewer Plant to the General Fund. Mr. Conner commented that he did not know why the account was set up as Admin Fees. The budget amendment was also for the purchase of the Fuel Tank for the Airport, which have the General Fund to the Airport to pay for it. The last item was for PD transferring money to cover overages within their department.

Council asked about the budget calendar and Mr. Conner stated that he would send the proposed meeting dates to Council.

Council was polled.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

5. Budget

CONSIDER AND/OR APPROVE AN ORDINANCE AMENDING THE 2014-2015 BAY CITY COMMUNITY DEVELOPMENT CORPORATION'S BUDGET FOR THE OPERATIONS OF THE MAIN STREET PROGRAM.

D. C. Dunham, BCCDC Executive Director

Mrs. Dunham explained that the budget amendment was for clean up for adding the Main Street line items to the CDC Budget.

Council was polled.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

6. Contract

DISCUSS, CONSIDER AND/OR APPROVE A CONTRACT BETWEEN THE CITY OF BAY CITY AND JONES & CARTER FOR TRANSPORTATION MASTER PLAN AND STANDARDS FOR DOWNTOWN DISTRICT.

Mayor Mark A. Bricker

The Mayor provided Council with the documentation regarding the way to improve the process for road paving.

Councilman Cornman stated that some projects required a project to have funding ready, and there were some that you would have to do in reverse. Councilman Cornman stated that the draft proposal from Jones & Carter should have been separated.

MOTION BY COUNCILMAN CORNMAN, SECOND BY COUNCILWOMAN ESTLINBAUM, TO APPROVE THE TRANSPORTATION MASTER PLAN, WHICH IS A PART OF THE DOCUMENT JONES & CARTER DATED MARCH 23RD , WITH THE REVISION THAT IT WILL IDENTIFY THE THOROUGHFARES CONNECTORS ROADS/STREETS. MOTION CARRIED.

The Mayor stated that the Northdown Plan could be tabled, but he really wanted to address the Transportation Plan. Councilman Cornman stated that he believed that

it would sit on the shelf. He added that he felt like it would be something that should be addressed at budget time.

RESULT:	APPROVED AS AMENDED [3 TO 2]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Johnson, Estlinbaum, Cornman
NAYS:	Folse, Thames

Enacted and approved this 23rd day of April, 2015, at Bay City

7. Report

RECEIVE UPDATE ON THE PHASE III RESTROOM REMODELING PROJECT FOR THE USO, AND DISCUSS THE POSSIBILITY OF THE CITY MATCHING THE CGL GRANT RECEIVED BY THE HISTORIC COMMISSION IN THE AMOUNT OF \$18,000.

John Garr, Community Services Director

Mrs. Judith Allen informed Mayor and Council that they would be placing shades on the windows and landscaping. She added that they had received an in-kind donation from Tri-Angle for sod. She went on to state that she would like to see a match for the Texas Historic Commission grant to rehab the bathrooms.

Mr. Garr stated that they received a bid, but it came over the \$18,000 they were requesting. He added that with contingency they were asking for \$25,700. Mr. Garr stated that the amount was for the bathroom and the proposed floor rail in the auditorium.

Mrs. Allen stated that Drenner's was donating all of the floor and wall tile for the bathrooms.

MOTION BY COUNCILMAN CORNMAN, SECOND BY MAYOR PRO TEM THAMES, TO ALLOTT \$25,0000 TO THE USO PHASE III RESTROOM REMODELING PROJECT. MOTION CARRIED BY UNANIMOUS VOTE.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

8. Bid

CONSIDER AND/OR APPROVE AWARDDING THE CONSTRUCTION BID FOR THE DUNN HEAT EXCHANGERS WATER LINE, SEWER FORCE MAIN LINE, AND SEWER LIFT STATION AS PART OF THE TEXAS CAPITAL FUND GRANT 713092 TO THE LOWEST RESPONSIBLE BIDDER, ALCOTT, INC. aka TCH, IN THE AMOUNT OF \$1,264,299.21.

Barry Calhoun, Director of Public Works

Mr. Calhoun explained to Mayor and Council that this was a part of the Texas Capital Funds Grant. He stated that the bids came in quite a bit higher, and he asked that Council reject all bids. Mr. Calhoun stated that the schedule would be tight, but the

would be working to get it completed on time. He stated that they look to bring it back the first meeting in June.

Councilman Cornman stated that he should not wait to put critical thinks like that on the agenda. He suggested Mr. Calhoun request that the Mayor call a Special Called Meeting to get things like this moving.

The Mayor explained to Council that the City's match was fixed due to the grant, and that Mr. Dunn was required to meet more of the cost, which was why the City was doing this. Mr. Hyde clarified that Mr. Dunn was not interested in moving forward with the project since the cost would be almost one million dollars for him.

COUNCIL UNANIMOUSLY REJECTED ALL BIDS.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Steven Johnson, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

9. Bid

CONSIDER AND/OR APPROVE AWARDING THE CONSTRUCTION BID FOR EXTENDING SEWER TO MATAGORDA OILFIELD SPECIALTY, INC. TO THE LOWEST RESPONSIBLE BIDDER, TEXAS PRIDE UTILITIES, IN THE AMOUNT OF \$71,925.00.

Barry Calhoun, Director of Public Works

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven Johnson, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

10. Bid

CONSIDER AND/OR APPROVE AWARDING THE CONSTRUCTION BID FOR THE TENARIS PHASE II SEWER FORCE MAIN LINE AS PART OF THE ECONOMIC DEVELOPMENT ADMINISTRATION GRANT 08-01-04955 TO THE LOWEST RESPONSIBLE BIDDER, TEXAS PRIDE UTILITIES, LLC., IN THE AMOUNT OF \$1,085,139.30.

Barry Calhoun, Director of Public Works

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

11. Bid

CONSIDER AND/OR APPROVE AWARDED THE CONSTRUCTION BID FOR THE TENARIS SEWER LIFT STATION AS PART OF THE ECONOMIC DEVELOPMENT ADMINISTRATION GRANT 08-01-04955 TO THE LOWEST RESPONSIBLE BIDDER, REDDICO CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$1,183,930.00.

Barry Calhoun, Director of Public Works

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	Chrystal Folse, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

12. Bid

CONSIDER AND/OR APPROVE AWARDED THE CONSTRUCTION BID FOR RECOATING THE KATY AVE ELEVATED STORAGE TANK AND THE GRACE ST GROUND STORAGE TANK TO THE LOWEST RESPONSIBLE BIDDER.

Matthew B. Breazeale, P.E., Jones & Carter and Barry Calhoun, Director of Public Works

Mr. Calhoun informed Mayor and Council that they had budgeted \$500,000 for the project, and the bid came in at \$456,000.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Chrystal Folse, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

13. Bid

CONSIDER AND/OR APPROVE AWARDED THE CONSTRUCTION BID FOR THE STREET REHAB SEAL COAT PROJECT TO THE LOWEST RESPONSIBLE BIDDER, JAMES CONSTRUCTION GROUP, LLC., IN THE AMOUNT OF \$376,748.25.

Barry Calhoun, Director of Public Works

Mr. Calhoun informed Mayor and Council that they broke out this portion of the project, so not to drag out the project.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chrystal Folse, Councilwoman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 23rd day of April, 2015, at Bay City

14. Report

RECEIVE AND DISCUSS AN UPDATE ON ONGOING PUBLIC WORKS PROJECTS INCLUDING STREET REPAIRS, STREET REHAB PROJECTS, WATER TANKS, TENARIS PROJECTS, DEMOLITION PROJECT, MOS, AND ALL GRANT PROJECTS.

Barry Calhoun, Director of Public Works

Mr. Calhoun reviewed his on-going projects. The Animal Impound Road is set to be complete by the end of next month. Mr. Calhoun explained that the winter has been wet and they have been working really hard to keep up with the potholes. They are using coal mix to do overlay. Phase II Engineering will be done next month and will go out for bid for the second phase of Phase II. Pre-construction meetings will be taking place to get dates for the Tenaris Projects. Demolition will be about \$40,000, and there are five homes on the list. CP Homes is currently still on hold, because they have not secured their funding. Grantworks is preparing to apply for a second extension. The Main Street paver contractor will move in on Monday to begin working on the project. The MOS project will start soon.

Councilman Cornman asked Mr. Calhoun about staffing at the WWTP and Sludge Hauling. Mr. Calhoun stated that they have Operators at the WWTP and a Quality Coordinator. He went on state that they had recently lost their Utility Superintendent. Mr. Calhoun spoke about the Polymer System. He explained that the rain was causing some concern, and as far as the Sludge Hauler they have some issues they need to work through.

Councilwoman Folse asked for an update on the Gradall. The Mayor stated that they have not made a decision regarding the Gradall yet.

15. Report

STATUS UPDATE RELATIVE TO THE NILE VALLEY ROAD.

Councilman Cornman stated that there was 1.3 miles of road from Second Street to the Ease side of the bridge approach. Jones & Carter provided a scope of work, and it is reasonable. It is going to cost between \$2.9 million and \$3.3 million. Councilman Cornman stated that it would be a couple of years before the City would do this. He added that engineering and float time would be 15 months. Councilman Cornman stated that it this would be two years out before the City did this. He stated that the focus items focused around funding.

The Mayor stated that it would be appropriate to discuss this with the CIP, because there were going to be other items that would be competing with this.

16. Report

RECEIVE UPDATE ON THE VISION 2040 PLAN AND TAKE ANY ACTION THAT IS NECESSARY.

Mayor Mark A. Bricker

The Mayor stated that there was no action. He stated that he presented the presentation to the CVB and it went well. Councilman Cornman stated that he would have come had he known about it. He again asked about a schedule.

6. ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Councilwoman Estlinbaum informed everyone that the ISD's One-Act Play advanced to State, and will go in May. She also reminded everyone that Bark in the Park will be held on Saturday.

Councilman Cornman informed everyone that the hospital approved the Dome Shelter.

Mayor Pro Tem Thames thanked the staff for holding the budget. She asked that an Executive Session be called before the next Meeting for personnel issues.

The Mayor informed everyone that Bay City Tenaris awarded scholarships.

Councilwoman Folsie informed everyone of the Sip and Stroll that will take place on Saturday.

Councilman Johnson commented that he had heard the Mayor on the radio and stated that he had a great voice.

7. ADJOURNMENT

AGENDA NOTICES:

Action by Council Authorized:

The City Council may vote and/or act upon any item within this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code Section 551.071, to seek the advice of its attorney about pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflict with the Open Meetings Act and may invoke this right where the City Attorney, the Mayor or a majority of the Governing Body deems an executive session is necessary to allow privileged consultation between the City Attorney and the governing body, if considered necessary and legally justified under the Open Meetings Act. The City Attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.

Attendance By Other Elected or Appointed Officials:

It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be Agenda City Council August 8, 2013 in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

Executive Sessions Authorized:

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

This is to certify that the above notice of a Workshop Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Thursday, April 16, 2015, before 7:00 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

Rhonda Clegg
City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/23/15 07:00 PM
Department: City Secretary
Category: Policy
Prepared By: Lillie Norris
Initiator: Lillie Norris
Sponsors:
DOC ID: 1860

ADOPTED

RESOLUTION (ID # 1860)

CONSIDER AND/OR APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, GRANTING OF AN EXCEPTION TO THE PROHIBITION AGAINST THE SALE OF ALCOHOLIC BEVERAGES SET OUT IN SECTION 6-5 OF THE CITY CODE OF ORDINANCES.

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Chrystal Folse, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, GRANTING OF AN EXCEPTION TO THE PROHIBITION AGAINST THE SALE OF ALCOHOLIC BEVERAGES SET OUT IN SECTION 6-5 OF THE CITY CODE OF ORDINANCES

WHEREAS, Section 6-5(a) of the Bay City Code of Ordinances prohibits the sale of alcoholic beverages in any city-owned building, enclosed structure, and/or upon any real property owned by the city; and; and

WHEREAS, City Council has adopted an Ordinance, which provides an exception to the prohibition set out in Section 6-5(a) when such exception is granted by resolution of Council and said resolution contains a finding that the event associated with the sale of alcoholic beverages is charitable in nature; and

WHEREAS, City Council has adopted a Resolution, which provides guidelines for authorizing such exceptions; and

WHEREAS, City Council has received a request that an exception be granted for the dates and times listed below, at the USO facility; and

WHEREAS, City Council finds that this request is made in association with a charitable event.

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

Section one. City Council hereby conditionally approves the request of to consume and sell alcoholic beverages for on premise consumption as follows:

- a) Applicant: BCHS Class of 1965
- b) Date and time: September 26, 2015 12:00 p.m. – 12:00 a.m.
- c) Location: USO building at: 2105 Avenue M, Bay City, Texas
- d) Type of alcoholic beverages authorized: Beer, Wine, and Liquor (BYOB)
- e) The purpose of the event: 50th Class Reunion

Section two. The authorization granted hereby is contingent upon, and shall not be effective, unless prior to the event date the applicant provides written confirmation to the City Secretary that the request has been reviewed and approved by the Police Department; and the Department's confirmation letter verifies the following:

- a) The party designated by the applicant to sell alcoholic beverages has in its possession a valid licensed, issued by the Texas Alcoholic Beverage Commission, that allows the sale of alcoholic beverages at the proposed premises; and

- b) The applicant has coordinated with the Police Department for the provision of adequate security for the event.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 23rd DAY OF APRIL, 2015

Mark Bricker, Mayor
City of Bay City

ATTEST:

Rhonda Clegg, City Secretary

APPROVED AS TO FORM:

Georg Hyde, City Attorney
City of Bay City
DENTON, NAVARRO, ROCHA,
BERNAL, HYDE & ZECH, P.C.

Attachment: R-2015 - Class of 1965 Reunion (1860 : USO Resolution)



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/23/15 07:00 PM
Department: City Secretary
Category: Policy
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1868

ADOPTED

RESOLUTION (ID # 1868)

**CONSIDER AND/OR APPROVE THE ADOPTION OF A
RESOLUTION AUTHORIZING THE ADOPTION OF
GUIDELINES AS A TEXAS FILM FRIENDLY COMMUNITY.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY,
TEXAS, AUTHORIZING THE ADOPTION OF GUIDELINES AS A TEXAS
FILM FRIENDLY COMMUNITY

WHEREAS, the Bay City City Council fully supports becoming a Texas Film Friendly Community; and

WHEREAS, on-location filming is good business for a community, and for Texas overall; and

WHEREAS, production of a film generates revenue from incurred expenses, anywhere from lumber to groceries to gas to hotel rooms to furniture rentals; and

WHEREAS, adoption of the guidelines to become a Texas Film Friendly Community will create additional revenues to the City's General Fund through sales taxes and encourage tourism to Bay City to see where movies are filmed.

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

Section one. The City of Bay city adopts the Guidelines for Filming as provided for in Exhibit "A".

Section two. The Mayor is hereby authorized to execute the proper certification from the Texas Film Commission to participate in the Film Friendly program.

PASSED AND APPROVED AT BAY CITY TEXAS THIS _____ DAY OF April, 2015.

Mark Bricker, Mayor
City of Bay City

ATTEST:

Rhonda Clegg, City Secretary

Attachment: R-2015- Film Friendly (1868 : Film Friendly City Resolution)

EXHIBIT “A”

GUIDELINES FOR FILMING IN BAY CITY, TEXAS

APPLICATION FOR FILMING IN BAY CITY, TEXAS

Attachment: R-2015- Film Friendly (1868 : Film Friendly City Resolution)

Guidelines for filming in Bay City, Texas

I. Purpose

The guidelines in this policy are intended to create a program for promoting economic development activity within Bay City and vicinity of the city, to protect the personal and property rights of Bay City, Texas residents and businesses. The Mayor reserves the right to impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the Mayor.

II. City Control / Mayor Authority

The Mayor may authorize the use of any street, right-of-way, park or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials or training films and related activities. In conjunction with these uses, the Mayor may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that the City of Bay City shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public buildings of the City, as well as authority to regulate the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

The Applicant shall allow City department (police, building etc.) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the Mayor.

III. Permit Requirements

Before filing an application for filming, the Office of the Mayor must be contacted to discuss the production's specific filming requirements and feasibility of filming in Bay City, Texas.

Any commercial producer who desires to undertake a commercial production in Bay City is required to complete and return the attached application for filming to the Office of the Mayor within the time frame below:

- **Commercials or episodic television:** a minimum of two business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

IV. Use of City Equipment and Personnel

The Applicant shall pay for all costs of any Police, Public Works, or other City personnel assigned to the project (whether or not specifically requested by the production). Remuneration rates for the use of city equipment including police cars will be established on a case-by-case basis as determined by the Mayor. The Applicant shall pay all costs in full within 10 days of receipt of an invoice for said costs. The Mayor may require an advance deposit for all costs related to City personnel and/or the use of City equipment.

The Mayor shall have the authority to stipulate additional police/fire requirements and level of staffing at any time during a film project if it is determined to be in the best interest of

public health, safety and welfare, which cost shall be borne entirely by the Applicant. Off-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half times their hourly rate.

V. The Use of City Property

The Mayor may authorize the use of any street, right-of-way, park or public building, use of Bay City's name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in the production of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the Mayor may require that any or all the conditions and/or remuneration as specified herein and the application be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the Mayor.

The Applicant shall reimburse the City for inconveniences when using public property.

The Applicant acknowledges and agrees that Bay City possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the City as well as control over the hours of production and general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming to promote the public health, safety and/or welfare. The City of Bay City shall be credited in any work as a location contributor to the work and such credit shall be displayed in conjunction with any visual depiction derived from the use contemplated herein.

VI. Special Equipment and Vehicles

The Applicant shall provide a report listing the number of vehicles and types of equipment

Rate Schedule:	Cost per calendar day
Total or disruptive use of a public building, park, right-of-way	\$500
Partial non-disruptive use of a public building, right-of-way, or public area	\$250
Closure or obstruction of a public street or right-of-way, including parking lots and on-street parking	\$50 per block
Use of City parking lots, parking areas and City streets (to park film trailers, buses, catering trucks and large vehicles)	\$50 per block

to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the Mayor. On-street parking or use of public parking lots is subject to City approval. The use of exterior lighting, power generators, or any other noise, or light producing equipment requires on-site approval of the Mayor.

VII. Hours of Filming

Unless express written permission has been obtained from the Mayor in advance and affected property owners, tenants and residents have been notified, filming will be limited to the following hours: Monday through Friday 7 a.m. – 9 p.m. and Saturday, Sunday and holidays 8 a.m. to 8 p.m.

VIII. Notification of Neighbors

The Applicant shall provide a short written description, in a form approved by the Mayor, approval of which will be not unreasonably withheld, of the schedule for the proposed production to the owners, tenants, and residents of each property in the affected neighborhoods. The Applicant, or his or her designee, shall use commercially reasonable efforts to notify each owner, tenant and resident of all such property and submit a report noting each owner, tenant or resident's comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the Mayor, the Mayor may grant or deny the filming application.

IX. Certificate of Insurance

The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of Bay City and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1 million general liability, including bodily injury and property damage with a \$5 million umbrella and automobile liability (if applicable) in an amount not less than \$1 million including bodily injury and property damage.

X. Damage to Public or Private Property

The Applicant shall pay in full, within 10 days of receipt of an invoice, the actual, verifiable and reasonable costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production.

XI. Hold Harmless Agreement

The applicant shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of the City of Bay City, Texas, and that I and my firm will indemnify and hold harmless the City of Bay City, Texas and its elected officials, officers, servants, employees, successors agents, departments and assigns from an and all losses, damages, expenses, costs and/or claims, of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.

I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of Bay City on behalf of the firm.

Signed: _____

Title: _____

Date: _____

The City of Bay City, Texas Application for Filming

Title of Project:

Type of production:

Commercial ____ Feature film ____ Television ____

Training Film ____ Public Service Announcement ____

Other _____

Location of Filming _____

Dates of filming _____

Time _____

Contacts

Production office

Name: _____

Address: _____

Phone: _____ **Onsite Cell Phone** _____

Producer:

Name: _____

Address: _____

Phone: _____ **Onsite Cell Phone** _____

Location Manager

Name: _____

Address: _____

Phone: _____

Texas Film Commission Representative: _____

Production (*attached additional sheets if necessary*)

- 1) Production schedule and activities including stunts, pyrotechnics, special effects, aerial photography, amplified sound or use of animals (give dates and times and rain dates. Hours should include setup, holding of sets and restoration)
- 2) Number of persons involved with the production, including cast and crew
- 3) Anticipated need of City personnel, equipment or property
- 4) Describe any areas in which public access will be restricted during production:
- 5) Alterations to property
- 6) Number and type of production vehicles to be used and locations where vehicles will be parked:
- 7) Location where crew will be fed, if not at production location
- 8) Location where extras will be held, if not at production location:
- 9) map of anticipated street closures and or other public area use

Application completed by:

Name/Title: _____

Date: _____

Approved by _____

Date: _____

The rules for filming in the City of Bay City, Texas apply to all filming activities and the Office of the City Mayor may require the applicant to acknowledge receipt of the Rules prior to approving this application.



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/23/15 07:00 PM
Department: Finance
Category: Report
Prepared By: Phill Conner
Initiator: Phill Conner
Sponsors:
DOC ID: 1855

ADOPTED

AGENDA ITEM (ID # 1855)

**CONSIDER AND/OR APPROVE THE QUARTERLY
INVESTMENT REPORT FOR THE QUARTER ENDING MARCH
31, 2015.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

**CITY OF BAY CITY, TEXAS
QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDED MARCH 31, 2015**

The investment portfolio detailed in the attached report includes all investment transactions made during the above referenced period. The investment portfolio and all related transactions comply with the investment policy of the City of Bay City, Texas and the Public Funds Investment Act of the State of Texas.

Investment Officer: _____



Phill Conner, Finance Director

Date: _____ 4/14/2015

CITY OF BAY CITY, TEXAS
Quarterly Investment Report
As of March 31, 2015

Balance Comparison by Quarter

INVESTMENT BALANCES BY TYPE	Book Value 6/30/2014	Book Value 9/30/2014	Book Value 12/31/2014	Book Value 3/31/2015
INVESTMENT POOLS	4,409,368	8,419,251	8,420,097	8,421,218
PROSPERITY BANK	24,589	24,598	24,607	24,616
IBC BANK	6,865,800	3,875,124	3,566,928	5,194,200
TOTAL CASH AND INVESTMENTS	\$ 11,299,757	\$ 12,318,972	\$ 12,011,632	\$ 13,640,034

CITY OF BAY CITY, TEXAS
INVESTMENTS OUTSTANDING AS OF MARCH 31, 2015

Purchase Date	Description	Maturity Date	# Days to Maturity	Cost	Par Value	Coupon Yield	12/31/2014		Quarterly Activity			3/31/2015			Unrealized Gain/Loss	Packet
							Book Value	Market Value	Purchases	Maturities	Interest	Book Value	Market Price	Market Value		
INVESTMENT POOLS																
N/A	Texpool - General	N/A	N/A		7,418,879	0.03%	\$ 7,418,032	\$ 7,418,032			\$ 846	\$ 7,418,879	\$ -	\$ 7,418,879		
N/A	TexStar - CO 2012	N/A	N/A		(0)	0.05%	(0)	(0)				\$ (0)	-	(0)		
N/A	TexStar - TAN 2013	N/A	N/A		0	0.05%	0	0				\$ 0	-	0		
N/A	Class - General	N/A	N/A		1,002,339	0.10%	1,002,064	1,002,064			275	\$ 1,002,339	-	1,002,339		
							8,420,097	8,420,097	-	-	1,121	\$ 8,421,218	-	8,421,218		
							70%					62%			OF TOTAL	
N/A	Prosperity Bank - USO	N/A	N/A		24,616	0.15%	24,607	24,607	-	-	9	\$ 24,616	-	24,616		
							24,607	24,607	-	-	9	\$ 24,616	-	24,616		
							0%					0%			OF TOTAL	
CITY DEPOSITORY- IBC Bank																
N/A	Consolidated Cash	N/A	N/A		5,115,849	0.10%	3,484,352	3,484,352	7,347,892	(5,716,396)		\$ 5,115,849	-	5,115,849		
N/A	Flexible Spending Account	N/A	N/A		6,528	0.10%	3,428	3,428	9,447	(6,347)		\$ 6,528	-	6,528		
N/A	Police Pending Forfeiture	N/A	N/A		9,663	0.10%	15,801	15,801		(6,138)		\$ 9,663	-	9,663		
N/A	Police Forfeiture	N/A	N/A		44,341	0.10%	49,077	49,077		(4,745)	9	\$ 44,341	-	44,341		
N/A	Police Task Force	N/A	N/A		14,680	0.10%	14,269	14,269	1,128	(719)	3	\$ 14,680	-	14,680		
N/A	Police Task Force Pending	N/A	N/A		3,138	0.10%	0	0	3,137		0	\$ 3,138	-	3,138		
							3,566,928	3,566,928	7,361,605	(5,734,344)	12	5,194,200	-	5,194,200		
							30%					38%			OF TOTAL	
TOTAL PORTFOLIO					\$ 13,574,484	0.06%	\$ 12,011,632	\$ 12,011,632	\$ 7,361,605	\$ (5,734,344)	\$ 1,142	\$ 13,640,034	\$ -	\$ 13,640,034		



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1853)

Meeting: 04/23/15 07:00 PM
Department: Finance
Category: Report
Prepared By: Phill Conner
Initiator: Phill Conner
Sponsors:
DOC ID: 1853

CONSIDER AND/OR APPROVE THE MONTHLY FINANCIAL STATEMENTS AS OF MARCH 31, 2015.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	Chrystal Folse, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

**City of Bay City
Financial Statement
As of March 31, 2015**

General Fund (Fund 11)

Percent of Fiscal Year Complete

50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Property Taxes	\$ 3,815,453	1,907,727	\$ 3,470,214	\$ 1,562,488	91%
Other Local Taxes	4,901,681	2,450,841	2,465,677	14,836	50%
Fines & Penalties	307,700	153,850	142,928	(10,922)	46%
Licenses & Permits	263,750	131,875	102,743	(29,132)	39%
Miscellaneous	3,427,124	1,713,562	1,495,413	(218,149)	44%
Transfers	113,126	56,563	51,612	(4,951)	46%
Other Revenue	55,600	27,800	6,340	(21,460)	11%
Total Revenues	\$ 12,884,434	\$ 6,442,217	\$ 7,734,928	\$ 1,292,711	60%
<u>Expenditures</u>					
City Secretary	\$ 318,209	\$ 159,105	\$ 140,238	\$ (18,866)	44%
City General Services	2,437,507	1,218,754	1,507,346	288,593	62%
Administrative Council	257,510	128,755	113,005	(15,750)	44%
Main Street	40,391	20,196	18,110	(2,085)	45%
Municipal Court	305,621	152,811	136,286	(16,525)	45%
Finance	269,606	134,803	124,188	(10,615)	46%
Code Enforcement	186,083	93,042	68,048	(24,994)	37%
Police	4,052,505	2,026,253	1,924,691	(101,562)	47%
Animal Impoundment	155,221	77,611	65,641	(11,970)	42%
Volunteer Fire Dept.	187,013	93,507	47,560	(45,947)	25%
Public Works	3,140,148	1,570,074	1,322,948	(247,126)	42%
Service Center	64,390	32,195	34,969	2,774	54%
Parks	523,816	261,908	238,243	(23,665)	45%
Riverside Park	165,765	82,883	84,423	1,541	51%
Recreation	128,671	64,336	53,964	(10,372)	42%
Aquatics	242,931	121,466	55,373	(66,093)	23%
Teen Center	4,544	2,272	2,022	(250)	45%
Total Expenditures	\$ 12,479,931	\$ 6,239,966	\$ 5,937,054	\$ (302,912)	48%
Net Revenue (Expenditures)	\$ 404,503	\$ 202,252	\$ 1,797,874	\$ 1,595,623	
Beginning Fund Balance	\$ 3,090,353	\$ 3,090,353	\$ 2,529,875		
Ending Fund Balance	\$ 3,494,856	\$ 3,292,605	\$ 4,327,749		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Emergency & Disaster Recovery Fund (Fund 23)

Percent of Fiscal Year Complete 50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Utility Fees	\$ -	\$ -	\$ -	\$ -	N/A
Interest	-	-	186	186	N/A
Total Revenues	\$ -	\$ -	\$ 186	\$ 186	N/A
<u>Expenditures</u>					
Bad Debt	\$ -	\$ -	\$ (37)	\$ (37)	N/A
Total Expenditures	\$ -	\$ -	\$ (37)	\$ (37)	
Net Revenue (Expenditures)	\$ -	\$ -	\$ 223	\$ 223	
Beginning Fund Balance	\$ 555,316	\$ 555,316	\$ 554,735		
Ending Fund Balance	\$ 555,316	\$ 555,316	\$ 554,958		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Civic & Cultural Arts Fund (Fund 25)

Percent of Fiscal Year Complete 50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Hotel Occupancy Tax	\$ 475,000	237,500	\$ 293,157	\$ 55,657	62%
Miscellaneous	66,650	33,325	33,911	586	51%
Total Revenues	\$ 541,650	\$ 270,825	327,067	\$ 56,242	60%
<u>Expenditures</u>					
Civic & Cultural Art	\$ 46,471	\$ 23,236	\$ 18,285	\$ (4,951)	39%
Convention & Visitors Bureau	201,300	100,650	89,499	(11,151)	44%
Civic Center	240,750	120,375	173,515	53,140	72%
Matagorda County Museum	48,000	24,000	49,000	25,000	102%
Total Expenditures	\$ 536,521	\$ 268,261	\$ 330,299	\$ 62,039	62%
Net Revenue (Expenditures)	\$ 5,129	\$ 2,565	\$ (3,232)	\$ (5,796)	
Beginning Fund Balance	\$ 270,197	\$ 270,197	\$ 244,765		
Ending Fund Balance	\$ 275,326	\$ 272,762	241,533		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Police Forfeiture Fund (Fund 24)
Percent of Fiscal Year Complete

50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ 25	\$ 13	\$ 19	\$ 6	76%
Forfeiture Revenue	5,000	\$ 2,500	-	(2,500)	0%
Total Revenues	\$ 5,025	\$ 2,513	\$ 19	\$ (2,494)	0%
<u>Expenditures</u>					
Personnel	\$ -	\$ -	\$ 355	\$ 355	#DIV/0!
Supplies & Materials	10,000	5,000		(5,000)	0%
Other Charges & Services	-	-	4,390	4,390	N/A
Repairs & Maintenance	-	-		-	N/A
Capital Outlay	-	-	-	-	#DIV/0!
Total Expenditures	\$ 10,000	\$ 5,000	4,745	\$ (255)	47%
Net Revenue (Expenditures)	\$ (4,975)	\$ (2,488)	\$ (4,726)	\$ (2,238)	
Beginning Fund Balance	\$ 49,780	\$ 49,780	\$ 47,733		
Ending Fund Balance	\$ 44,805	\$ 47,293	\$ 43,007		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Municipal Court Technology Fund (Fund 29)

Percent of Fiscal Year Complete 50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Court Technology Fee	\$ 8,000	\$ 4,000.00	\$ 2,773	\$ (1,227)	35%
Interest	-	-	19	19	N/A
Total Revenues	\$ 8,000	\$ 4,000	\$ 2,791	\$ (1,209)	35%
<u>Expenditures</u>					
Supplies & Materials	\$ 700	\$ 350.00	\$ -	\$ (350)	N/A
Other Charges & Services	12,500	6,250.00	(299)	(6,549)	-2%
Repairs & Maintenance	-	-	-	-	N/A
Total Expenditures	\$ 13,200	\$ 6,600	\$ (299)	\$ (6,899)	-2%
Net Revenue (Expenditures)	\$ (5,200)	\$ (2,600)	\$ 3,090	\$ 5,690	
Beginning Fund Balance	\$ 50,623	\$ 50,623	\$ 52,655		
Ending Fund Balance	\$ 45,423	\$ 48,023	55,746		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Municipal Court Building Security Fund (Fund 27)

Percent of Fiscal Year Complete 50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Building Security Fee	\$ 6,000	\$ 3,000	\$ 2,079	\$ (921)	35%
Interest	-	-	15	15	N/A
Total Revenues	\$ 6,000	\$ 3,000	2,095	\$ (905)	35%
<u>Expenditures</u>					
Personnel	\$ 12,500	\$ 6,250	\$ 1,927	\$ (4,323)	15%
Total Expenditures	\$ 12,500	\$ 6,250	1,927	\$ (4,323)	15%
Net Revenue (Expenditures)	\$ (6,500)	\$ (3,250)	\$ 167	\$ 3,417	
Beginning Fund Balance	\$ 39,085	\$ 39,085	\$ 43,607		
Ending Fund Balance	\$ 32,585	\$ 35,835	43,774		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Donation Fund (Fund 21)

Percent of Fiscal Year Complete

50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ -	\$ -	\$ 51	\$ 51	N/A
Grants	-	-	47,467	47,467	#DIV/0!
USO Restoration Donations	-	-	5,698	5,698	#DIV/0!
KBCB Donations	-	-	-	-	N/A
Train Depot Donations	-	-	-	-	N/A
Animal Impoundment Donations	-	-	125	125	N/A
Total Revenues	\$ -	\$ -	53,341	\$ 53,341	
<u>Expenditures</u>					
USO Restoration	\$ -	\$ -	\$ 4,235	\$ 4,235	N/A
KBCB	-	-	-	-	N/A
Transfer to Other Funds	-	-	-	-	N/A
Animal Impoundment	-	-	-	-	N/A
Total Expenditures	\$ -	\$ -	4,235	\$ 4,235	N/A
Net Revenue (Expenditures)	\$ -	\$ -	\$ 49,106	\$ 49,106	
Beginning Fund Balance	\$ 77,693	\$ 77,693	\$ 82,494		
Ending Fund Balance	\$ 77,693	\$ 77,693	131,599		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Library Fund (Fund 26)

Percent of Fiscal Year Complete

50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Fines	\$ 7,000	\$ 3,500.00	\$ 3,056	\$ (444)	44%
Interest	-	-	39	39	N/A
Rental Proceeds	78,840	39,420	39,420	-	50%
Grants	-	-	-	-	N/A
Donations	10,000	5,000	4	(4,996)	0%
County Funding	200,000	100,000	100,000	-	50%
Other Income-Other Entitiy	-	-	-	-	#DIV/0!
Other Income	16,000	8,000	23,807	15,807	149%
Transfer from General Fund	131,480	65,740	65,740	0	50%
Total Revenues	\$ 443,320	\$ 221,660	232,066	\$ 10,406	52%
<u>Expenditures</u>					
Personnel	\$ 251,542	\$ 125,771	\$ 108,472	\$ (17,299)	43%
Supplies & Materials	57,250	28,625	18,805	(9,820)	33%
Other Charges & Services	118,500	59,250	62,432	3,182	53%
Repairs & Maintenance	13,000	6,500	6,052	(448)	47%
Total Expenditures	\$ 440,292	\$ 220,146	195,760	\$ (24,386)	44%
Net Revenue (Expenditures)	\$ 3,028	\$ 1,514	\$ 36,306	\$ 34,792	
Beginning Fund Balance	\$ 87,296	\$ 87,296	\$ 74,678		
Ending Fund Balance	\$ 90,324	\$ 88,810	110,984		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Police Task Force Fund (Fund 30)
Percent of Fiscal Year Complete

50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ -	\$ -	\$ (80)	\$ (80)	N/A
County Funding	5,000	2,500	-	(2,500)	N/A
Miscellaneous	5,000		1,927		
City Funding	5,000	2,500	-	(2,500)	N/A
Total Revenues	\$ 15,000	\$ 5,000	\$ 1,847	\$ (5,080)	N/A
<u>Expenditures</u>					
Personnel	\$ 2,500	\$ 1,250	\$ -	\$ (1,250)	N/A
Supplies & Materials	10,000	5,000	-	(5,000)	N/A
Other Charges & Services	5,000	2,500	(1,032)	(3,532)	N/A
Repairs & Maintenance	-	-	-	-	N/A
Capital Outlay	-	-	-	-	N/A
Total Expenditures	\$ 17,500	\$ 8,750	(1,032)	\$ (9,782)	N/A
Net Revenue (Expenditures)	\$ (2,500)	\$ (3,750)	\$ 2,878	\$ 4,701	
Beginning Fund Balance	\$ 13,568	\$ 13,568	\$ 12,119		
Ending Fund Balance	\$ 11,068	\$ 9,818	\$ 14,997		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Utility Fund (Fund 61)

Percent of Fiscal Year Complete

50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Charges for Services	\$ 7,282,170	\$ 3,641,085	\$ 3,363,792	\$ (277,293)	46%
Fines & Penalties	-	-	-	-	N/A
License & Permits	-	-	-	-	N/A
Miscellaneous	1,000	500	102,661	102,161	10266%
Total Revenues	\$ 7,283,170	\$ 3,641,585	3,466,454	\$ (175,131)	48%
<u>Expenditures</u>					
General Operation	\$ 3,996,106	\$ 1,998,053	\$ 1,772,706	\$ (225,347)	44%
Water	1,471,688	735,844	581,944	(153,900)	40%
Sewer	1,360,492	680,246	702,469	22,223	52%
Warehouse Operations	50,200	25,100	31,173	6,073	62%
Total Expenditures	\$ 6,878,486	\$ 3,439,243	3,088,292	\$ (350,951)	45%
Net Revenue (Expenditures)	\$ 404,684	\$ 202,342	\$ 378,162	\$ 175,820	
Beginning Fund Balance	\$ 2,507,007	\$ 2,507,007	\$ 22,135,807		
Ending Fund Balance	\$ 2,911,691	\$ 2,709,349	\$ 22,513,969		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Utility Debt Service Fund (Fund 63)
Percent of Fiscal Year Complete

50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ -	\$ -	\$ 578	\$ 578	N/A
Transfer from General Fund	86,312	43,156	43,156	0	50%
Transfer from Utility Fund	698,339	349,170	349,170	0	50%
Transfer from Const. Fund	-	-	-	-	N/A
Total Revenues	\$ 784,651	\$ 392,326	392,903	\$ 578	50%
<u>Expenditures</u>					
Other Charges & Services	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Debt Service	785,150	392,575	127,329	(265,246)	16%
Total Expenditures	\$ 785,150	\$ 392,575	\$ 127,329	\$ (265,246)	16%
Net Revenue (Expenditures)	\$ (499)	\$ (250)	\$ 265,574	\$ 265,824	
Beginning Fund Balance	\$ 145,223	\$ 145,223	\$ 47,074		
Ending Fund Balance	\$ 144,724	\$ 144,974	312,648		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Municipal Airport Fund (Fund 64)
Percent of Fiscal Year Complete

50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Miscellaneous	\$ 133,000	\$ 66,500	\$ 53,111	\$ (13,389)	40%
Transfers	120,464	60,232	60,232	0	50%
Other Revenue	221,000	110,500	113,412	2,912	51%
Cost of Fuel	(148,067)	(74,034)	(92,892)	(18,858)	63%
Total Revenues	\$ 326,397	\$ 163,199	133,863	\$ (29,335)	41%
<u>Expenditures</u>					
Personnel	\$ 98,525	\$ 49,263	\$ 44,202	\$ (5,061)	45%
Supplies & Materials	41,000	20,500	6,500	(14,000)	16%
Other Charges & Services	33,000	16,500	33,581	17,081	102%
Repairs & Maintenance	18,500	9,250	61,484	52,234	332%
Capital Expenditures	40,000	20,000	21,168	1,168	53%
Total Expenditures	\$ 231,025	\$ 115,513	166,935	\$ 51,423	72%
Net Revenue (Expenditures)	\$ 95,372	\$ 47,686	\$ (33,072)	\$ (80,758)	
Beginning Fund Balance	\$ 236,164	\$ 236,164	\$ 117,469		
Ending Fund Balance	\$ 331,536	\$ 283,850	84,396		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Debt Service Fund (Fund 80)
Percent of Fiscal Year Complete

50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Property Taxes	\$ 404,970	\$ 202,485	\$ 372,633	\$ 170,148	92%
Miscellaneous	-	-	216	216	N/A
Transfers	1,578,000	789,000	789,000	-	50%
Total Revenues	\$ 1,982,970	\$ 991,485	1,161,849	\$ 170,364	59%
<u>Expenditures</u>					
Debt Service	\$ 1,975,488	\$ 987,744	\$ 210,731	\$ (777,013)	11%
Total Expenditures	\$ 1,975,488	\$ 987,744	\$ 210,731	\$ (777,013)	11%
Net Revenue (Expenditures)	\$ 7,482	\$ 3,741	\$ 951,117	\$ 947,376	
Beginning Fund Balance	\$ 84,001	\$ 84,001	\$ (146,492)		
Ending Fund Balance	\$ 91,483	\$ 87,742	\$ 804,625		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Information Services Fund (Fund 81)

Percent of Fiscal Year Complete 50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ -	\$ -	\$ 111	\$ 111	N/A
Transfers	610,449	305,225	224,163	(81,061)	37%
Other Revenue	-	-	-	-	N/A
Total Revenues	\$ 610,449	\$ 305,225	\$ 224,274	\$ (80,950)	37%
<u>Expenditures</u>					
Personnel	\$ 256,249	\$ 128,125	\$ 100,244	\$ (27,880)	39%
Supplies & Materials	20,200	10,100	3,791	(6,309)	19%
Other Charges & Services	273,000	136,500	102,474	(34,026)	38%
Repairs & Maintenance	36,000	18,000	9,503	(8,497)	26%
Capital Outlay	25,000	12,500	10,485	(2,015)	42%
Total Expenditures	\$ 610,449	\$ 305,225	226,498	\$ (78,727)	37%
Net Revenue (Expenditures)	\$ -	\$ -	\$ (2,223)	\$ (2,223)	
Beginning Fund Balance	\$ 108,248	\$ 108,248	73,488		
Ending Fund Balance	\$ 108,248	\$ 108,248	71,265		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Financial Statement
As of March 31, 2015**

Maintenance Fund (Fund 82)
Percent of Fiscal Year Complete

50%

	Total Budget	Budget as of 3 - 15	Actuals	Over(Under) Budget to Date	Percent to Total Budget
<u>Revenues</u>					
Interest	\$ -	\$ -	\$ 366	\$ 366	N/A
Transfers	903,979	451,990	228,010	(223,980)	25%
Other Revenue	-	-	-	-	N/A
Total Revenues	\$ 903,979	\$ 451,990	\$ 228,375	\$ (223,614)	25%
<u>Expenditures</u>					
Equipment Maintenance	\$ 242,836	\$ 121,418	\$ 103,210	\$ (18,208)	43%
Facility Maintenance	652,553	326,277	128,908	(197,368)	20%
Total Expenditures	\$ 895,389	\$ 447,695	232,118	\$ (215,576)	26%
Net Revenue (Expenditures)	\$ 8,590	\$ 4,295	\$ (3,743)	\$ (8,038)	
Beginning Fund Balance	\$ (2,687)	\$ (2,687)	537		
Ending Fund Balance	\$ 5,903	\$ 1,608	(3,205)		

Attachment: Financial Reports 3-31-15 (1853 : Financial Statements for March 2015)

**City of Bay City
Analysis of Legal Fees
YTD as of 3/31/15**

Dept	Vendor	Total
City Secretary	Denton, Navarro, Rocha	2,131.17
	Inv for Nov-Jan svcs pd in Mar	2,131.17
City Secretary Total		2,131.17
City General	Denton, Navarro, Rocha	
	Inv for Sept svcs pd in Nov	31,568.99
	Inv for Oct svcs pd in Dec	12,507.44
	Inv for Nov-Jan svcs pd in Mar	34,408.41
	Inv for USO Deed pd in Mar	45.50
	Total Denton Navarro, Rocha	78,530.34
	Bracewell & Giuliani	31,064.67
	Hayes & Pendergraft	4,819.00
City General Total		114,414.01
Municipal Court	Deadrick Post, LLC	11,250.00
Municipal Court Total		11,250.00
Finance	Denton, Navarro, Rocha	624.00
	Inv for Nov-Jan svcs pd in Mar	624.00
Finance Total		624.00
Code Enforcement	Denton, Navarro, Rocha	758.50
	Inv for Nov-Jan svcs pd in Mar	758.50
Code Enforcement Total		758.50
Public Works	Foss,Hardy and Arbuckle	71.00
	Cardmember Services	34.00
	Denton, Navarro, Rocha	2,065.00
	Inv for Nov-Jan svcs pd in Mar	2,065.00
Public Works Total		2,170.00
Parks and Recreation	Denton, Navarro, Rocha	1,593.00
	Inv for Nov-Jan svcs pd in Mar	1,593.00
Parks and Rec Total		1,593.00
Economic Development		
Economic Develop. Total		0.00
PD Forfeiture		
PD Forfeiture Total		0.00
PD Pending Forfeiture	Court Costs	6,138.00
PD Pending Forfeiture Total		6,138.00
Library	Denton, Navarro, Rocha	314.50
	Inv for Nov-Jan svcs pd in Mar	314.50
Library Total		314.50
PD Task Force Fund	Court Costs	1,877.74
PD Task Force Fund Total		1,877.74
Capital Projects		0.00
Capital Projects Total		0.00
Utility General	Denton, Navarro, Rocha	19.50
Utility General Total		19.50
Utility: Water Division	Denton, Navarro, Rocha	1,545.50
	Inv for Nov-Jan svcs pd in Mar	1,545.50
Utility: Water Total		1,545.50
Airport	Denton, Navarro, Rocha	11,878.50
	Inv for Sept svcs pd in Nov	7,111.00
	Inv for Oct svcs pd in Dec	1,099.50
	Inv for Nov svcs pd in Mar	851.00
	Inv for Dec svcs pd in Mar	1,836.50
	Inv for Jan svcs pd in Mar	925.00
Airport Total		11,878.50
Information Tech		0.00
Information Tech Total		0.00
		154,714.42

City of Bay City
Engineering Fees Analysis
YTD as of March 31, 2015

Department:	2013-2014	2014-2015
City General (11-410)	\$ 1,415.00	\$ -
Municipal Court (11-425)	\$ 4,210.00	\$ -
Public Works (11-475)	\$ 121,936.00	\$ 17,544.48
BC Civic Ctr (25-415)	\$ 500.00	\$ -
Street Maint. & Const. (28-475)	\$ (1,420.00)	\$ 5,970.00
Capital Projects (31-405)	\$ -	\$ 54,718.40
Paving Projects (34-405)	\$ 28,250.00	\$ -
Utility General (61-405)	\$ 31,229.18	\$ -
Water Division (61-410)	\$ 59,665.80	\$ 9,023.25
Sewer Division (61-415)	\$ 172,445.28	\$ 48,940.00
Water Meter Repl. (62-415)	\$ 8,549.90	\$ -
Airport (64-405)	\$ 4,575.00	\$ 2,365.00
Facility Maint. (82-410)	\$ 1,000.65	\$ -
Totals:	<u>\$ 432,356.81</u>	<u>\$ 138,561.13</u>

As of 3/31/2015 in total have received \$673,027.95 from Tenaris

As of 3/31/2015 in total have billed Tenaris \$684,687.82 for reimbursement



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/23/15 07:00 PM
Department: Finance
Category: Budget
Prepared By: Phill Conner
Initiator: Phill Conner
Sponsors:
DOC ID: 1856

ADOPTED

AGENDA ITEM (ID # 1856)

**CONSIDER AND APPROVE AN ORDINANCE AMENDING THE
2014-2015 FISCAL YEAR BUDGET.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS, ADOPTING “BUDGET AMENDMENT #3” TO THE “ANNUAL BUDGET OF THE CITY OF BAY CITY, TEXAS, FOR THE FISCAL YEAR 2014-2015”; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance No. 1520, the City council of the City of Bay City, Texas, adopted its “Annual Budget” for Fiscal Year 2014-2015;

WHEREAS, the City Council has determined the revenues and/or reserves are available for supplement appropriation and/or transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2014-2015; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The “Annual Budget” of the City of Bay City, Texas, for the Fiscal Year 2014-2015, is hereby amended as shown on “Budget Amendment #3” to the Original Budget of the City of Bay City, Texas, for the Fiscal Year 2014-2015, attached hereto. Said Budget Amendment shall be attached to and made a part of such Annual Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bay City, 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.

PASSED AND APPROVED on first and final reading this _____ day of April 2015.

CITY OF BAY CITY, TEXAS

Mark Bricker, Mayor

ATTEST:

Rhonda Clegg, City Secretary

APPROVED AS TO FORM:

George Hyde, City Attorney
City of Bay City
DENTON, NAVARRO, ROCHA,
BERNAL, HYDE & ZECH, P.C.

Attachment: ORDINANCE NO. - 2014-2015 #3 Budget Amendment (1856 : Budget Amendment #3)

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Julie L. Estlinbaum	_____	_____	_____
Bill Cornman	_____	_____	_____
Chrystal Folse	_____	_____	_____
Steven Johnson	_____	_____	_____
Carolyn Thames, Mayor Pro Tem	_____	_____	_____

Mark A. Bricker, Mayor,
City of Bay City

ATTEST:

Rhonda Clegg, City Secretary

APPROVED AS TO FORM AND SUBSTANCE:

George Hyde, City Attorney
City of Bay City
DENTON, NAVARRO, ROCHA,
BERNAL, HYDE & ZECH, P.C.

Attachment: ORDINANCE NO. - 2014-2015 #3 Budget Amendment (1856 : Budget Amendment #3)

Date: 4/23/2015

	1. New revenues (originally unbudgeted) are available.
	2. Actual revenues (originally unbudgeted) have exceeded the original adopted budget.
XX	3. A new project, program or special expenditure has been authorized.
XX	4. Transfer reclassification of original adopted budget to realign budget to actual transaction activity as presently needed.

Brief description of request: City's match for the Texas Capital Fund Grant, Contract #713252, Downtown Sidewalk Improvements
Purchase of new fuel storage tank for airport and miscellaneous adjustments and corrections

Attachment: Budget Amendment #3 - Main Street, Airport fuel tank, etc (1856 : Budget Amendment #3)

Date _____

4/15/15
Date

Date _____



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/23/15 07:00 PM
Department: Community Development
Category: Budget
Prepared By: D C Dunham
Initiator: D C Dunham
Sponsors:
DOC ID: 1863

ADOPTED

AGENDA ITEM (ID # 1863)

**CONSIDER AND/OR APPROVE AN ORDINANCE AMENDING
THE 2014-2015 BAY CITY COMMUNITY DEVELOPMENT
CORPORATION'S BUDGET FOR THE OPERATIONS OF THE
MAIN STREET PROGRAM.**

On November 17, 2014 the BCCDC approved an interlocal agreement to manage the City of Bay City Main Street Program. This will have no effect on fund balance.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

BCCDC

Printed: 4/15/2015 4:50 PM

Fiscal Year 2014-2015 Budget Amendment

Classification	FY 2015 Budget	Budget Amend.	New FYE 15 Budget
3699 · Other Income		23,318	23,318
<i>Total Income</i>	1,274,100	23,318	1,297,418
<u>415-Administrative</u>			
4105 · Salaries and Wages	155,000	11,057	166,057
4205 · Payroll Taxes	12,000	817	12,817
4210 · Retirement Expense	17,050	1,136	18,186
4215 · Workers Compensation Insurance	700	25	725
4012 · Main Street	25,000	9,283	34,283
<i>Total Expenses</i>	\$ 1,095,312	\$ 22,318	\$ 1,467,630

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS, ADOPTING “BUDGET AMENDMENT #4” TO THE “ANNUAL BUDGET OF THE CITY OF BAY CITY, TEXAS, FOR THE FISCAL YEAR 2014-2015”; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance No. 1520, the City council of the City of Bay City, Texas, adopted its “Annual Budget” for Fiscal Year 2014-2015;

WHEREAS, the City Council has determined the revenues and/or reserves are available for supplement appropriation and/or transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2014-2015; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The “Annual Budget” of the City of Bay City, Texas, for the Fiscal Year 2014-2015, is hereby amended as shown on “Budget Amendment #4” to the Original Budget of the City of Bay City, Texas, for the Fiscal Year 2014-2015, attached hereto. Said Budget Amendment shall be attached to and made a part of such Annual Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bay City, 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.

PASSED AND APPROVED on first and final reading this _____ day of April 2015.

CITY OF BAY CITY, TEXAS

Mark Bricker, Mayor

ATTEST:

Rhonda Clegg, City Secretary

APPROVED AS TO FORM:

George Hyde, City Attorney
City of Bay City
DENTON, NAVARRO, ROCHA,
BERNAL, HYDE & ZECH, P.C.

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Julie L. Estlinbaum	_____	_____	_____
Bill Cornman	_____	_____	_____
Chrystal Folse	_____	_____	_____
Steven Johnson	_____	_____	_____
Carolyn Thames, Mayor Pro Tem	_____	_____	_____

Mark A. Bricker, Mayor,
City of Bay City

ATTEST:

Rhonda Clegg, City Secretary

APPROVED AS TO FORM AND SUBSTANCE:

George Hyde, City Attorney
City of Bay City
DENTON, NAVARRO, ROCHA,
BERNAL, HYDE & ZECH, P.C.

Attachment: ORDINANCE NO. - 2014-2015 #4 Budget Amendment (1863 : Budget Amendment)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1848)

Meeting: 04/23/15 07:00 PM
Department: Mayor's Office
Category: Contract
Prepared By: Dustin Hodges
Initiator: Dustin Hodges
Sponsors:
DOC ID: 1848

**DISCUSS, CONSIDER AND/OR APPROVE A CONTRACT
BETWEEN THE CITY OF BAY CITY AND JONES & CARTER
FOR TRANSPORTATION MASTER PLAN AND STANDARDS
FOR DOWNTOWN DISTRICT.**

HISTORY:

04/09/15 City Council

TABLED

Next: 04/23/15

RESULT:	APPROVED AS AMENDED [3 TO 2]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Steven Johnson, Julie Estlinbaum, William Cornman
NAYS:	Chrystal Folse, Carolyn Thames



22330 Merchants Way, Suite 170
Katy, Texas 77449

TEL 832 913 4000
FAX 832 913 4001

KATY	AUSTIN
ROSENBERG	DALLAS
SAN ANTONIO	HOUSTON
THE WOODLANDS	BRENNHAM
BRYAN/COLLEGE STATION	GREENSPRING

March 23, 2015

Texas Board of Professional Engineers Registration No. F 439
Texas Board of Professional Land Surveyors Registration No. 10194039

Mr. Mark Bricker
Honorable Mayor
City of Bay City
1901 5th Street
Bay City, Texas 77414

Re: Draft Scope of Work for Planning Services
Transportation Plan Map and Development of a Downtown District
City of Bay City, Matagorda County, Texas

Dear Mr. Bricker:

Jones & Carter, Inc. (hereinafter referred to as the CONSULTANT) appreciates the opportunity to present this scope of work for professional services to support the implementation of policy for Bay City's (hereinafter referred to as the CLIENT) programming needs.

Project Understanding

The CONSULTANT understands that the CLIENT desires to develop policy guidance in order to support two visioning documents that were prepared previously. A Comprehensive Plan prepared by a private party and the Bay City North Downtown Plan that was prepared in cooperation with the Houston Galveston Area Council (H-GAC).

The CONSULTANT proposes two items to address initially, 1) a Transportation Master Plan, and 2) Standards for a Downtown District. These two items would serve as policy guidance in order for the City to secure investment in its downtown and vicinity while protecting the vision and intent of the City and insuring reasonable growth management.

Scope of Work for Basic Services

TRANSPORTATION PLANNING

TASK 1:

The CONSULTANT will assist the CLIENT in the preparation of an Asset Management Plan to ensure the City's transportation infrastructure is adequate for today's needs and the future anticipated growth in the area. The Asset Management Plan is to include the following tasks:

- 1.1 Thoroughfare Standards – Develop thoroughfare standards (thoroughfare, collector, local, etc.) and classify existing and planned roadways within the City ETJ based on the standards.

Mr. Bricker
 March 23, 2015
 Page 2

Traffic count data can either be collected from existing available sources (H-GAC, TxDOT Statewide Planning Map, etc.) or new traffic counts can be collected as an additional service by a sub consultant.

1.2 Asset Management Plan – Develop a master list of all current and planned projects in the City ETJ. Develop a scoring system based on pavement conditions, traffic volumes, access to funds, etc. to assist in the ranking of projects for inclusion in the Plan. Develop a preliminary list of projects that can be included in the Plan including preliminary construction costs and possible funding partners.

1.3 Utility Coordination Impact Review – J&C engineering staff will weight street improvement prioritization against current utility conditions.

Deliverables:

- Draft Thoroughfare Standards
- Draft CIP
- Final Thoroughfare Standards
- Final CIP

Client Responsibilities:

- The CLIENT will provide roadway data as available.
- The CLIENT will provide assign a project manager in order to maintain coordination with the various City departments.

Transportation Planning Schedule: It is estimated that work performed for Tasks 1.1 - 1.3 will be completed 90 days from Notice to Proceed (NTP).

DOWNTOWN DISTRICT STANDARDS

TASK 1: UNDERSTAND THE CONTEXT

1.1 Overall Staff Coordination: The CONSULTANT will provide biweekly updates to the CLIENT during the overall project. This coordination may be email, skype, and or conference call. These updates are intended to be brief check-in's on the status of the work, needs of the CONSULTANT and or CLIENT.

1.2 Kick-Off Meeting. The CONSULTANT will hold one kick-off meeting (via Skype or conference call) with the CLIENT) to review the scope of work, confirm the goals and objectives of the project, review the Project schedule, and clarify the CONSULTANT and City staff responsibilities.

1.3 The CONSULTANT will prepare a memorandum and summary matrix outlining the sections of the existing city's Code of Ordinance that will be revised when developing the new Downtown District.

1.4 Public Kick off and Workshop (Trip 1)

The following outline for the public workshop is a draft:

Site Analysis. The CONSULTANT will become familiar with the physical layout of the City's Downtown, the proposed redevelopment, the historic patterns of development and redevelopment, and photo document the area to be regulated.

Public Workshop.

CONSULTANT will present an overview on what the differences are in Form Based Code Regulations.

Interviews. The CONSULTANT will interview appropriate stakeholders individually and/or in groups as identified by the CLIENT and may include, but may not be limited to, City staff, merchants association, Historical Society, and other local leaders. These interviews will be in the form of "Issues Meetings" over one (1) day to identify and build consensus regarding:

1. Issues of concern on regulating the downtown district;
2. The preferred design characteristics that would be necessary to create consistency with these Plans and vision for the area;
3. Developing a boundary for the downtown district
4. Any other issues that need to be addressed in the update.

Codes on the Road. The CONSULTANT will conduct one (1) "Codes on the Road" session, focused on the downtown area, will last approximately two (2) hours. The CLIENT will invite the participants for this session that may range from elected officials, citizens, business and City staff. We tour the needed areas and discuss concerns, issues, and to identify elements that can be regulated through.

Deliverables:

- Overall Project Schedule, confirm the Public workshop schedule, (3 days)
- List of documents, maps, etc. to be provided by the CLIENT
- Technical Memorandum describing the review process, summary matrix analysis of the existing ordinances that affect development in the downtown area and General/Comprehensive Plan.
- The CLIENT will provide electronic copy of any ordinances that are not codified and included on Municode, Comprehensive Plan, any other relevant data needs.
- Summary of Interviews, providing issues/opportunities that were addressed
- Draft boundaries for the Downtown District (up to two different boundaries for consideration)
- Public Workshop Powerpoint.

Client Responsibilities:

- The CLIENT is to provide an editable version of the Land Development Regulations and Comprehensive Plan.
- The CLIENT is responsible for invitations, public announcements and web links advertising the workshop, codes on the road, meeting space(s) for interviews and public workshop.

TASK 2: CREATING THE CODE

2.1 The CONSULTANT shall prepare a draft ordinance using a form-based code approach that creates a form-based code district for the City's Downtown, including the North Downtown Plan. The following components will be the basis for discussion and consideration to include as part of the form-based code: The new code will regulate development to ensure high-quality public spaces defined by a variety of building types and uses including housing, retail, and office space. The new code will incorporate a regulating plan, building form standards, basic street standards, descriptive building or lot needed to implement the principles of functional and vital urbanism and practical management of growth and will include:

- Overview, including definitions, principles, and intent; and explanation of the regulations and process in clear user-friendly language.
- Regulating Plan illustrating the location of streets, blocks, public spaces (such as greens, squares, and parks), and other special features and may also include aspects of Building Form Standards such as "build-to-lines" or "required building lines" and building type or form designations.
- Building Form Standards governing basic building form, placement, and fundamental urban elements to ensure that all buildings complement neighboring structures and the street. These standards should be based upon study of building types appropriate for the region, climate, and neighborhood vitality.
- Public Space/Street Standards defining design attributes and geometries that balance the needs of motorists, pedestrians, bicyclists, and transit riders while promoting a vital public realm. These standards should include design specifications for sidewalks, travel lane widths, parking, curb geometry, trees, and lighting.
- Off-street Parking. Includes vehicle-parking requirements, bicycle parking requirements in urban form areas, parking lot landscaping and parking lot lighting.
- Sign Standards: for on-premise signage
- Application Standards, provide a process for reviewing the form based code standards.

Deliverables:

- The CONSULTANT will prepare the Draft Code and provide a reproducible and an electronic copy to the Client. The Code will include illustrations, diagrams, and regulatory language.
- Application Forms and submittal templates for the new Code
- Instructional and illustrative booklet on the "How to use the new Code"

TASK 3: REFINEMENT / ADMINISTERING THE CODE

3.1 Review Draft Downtown District. The CONSULTANT will participate in a conference call with the CLIENT and other appropriate City staff as determined by the CLIENT to review the Draft

Downtown District to solicit comments and input. Based on comments from the conference call a Final Draft for public review will be prepared.

3.2 Presentation of First Draft (Trip 2):

The CONSULTANT will hold a community open house to present the new Code. The CONSULTANT will present the first draft of the new code for the purpose of gathering comments. Copies of the first draft will be in hardcopy and digital form and posted on the website as determined by the CLIENT (if hardcopies are produced, the CLIENT will provide them). The presentation may be made to a special audience of neighborhood residents or stakeholders, or may be presented before a joint gathering of municipal boards and committees, as determined by City staff. The CONSULTANT will provide the overall framework for the community open house.

3.3 Final Revisions:

The CONSULTANT will draft a list of concerns, modifications, suggestions as provided during the Open house in task 3.2. Once confirmed with the CLIENT, the CONSULTANT will make the necessary revisions for adoption of the downtown district.

TASK 4: ADOPTION

4.1 Public Hearing (Trip 3):

The CONSULTANT will present the Downtown District during a joining Planning Commission and City Commission hearing for consideration of adoption. The presentation will include a summary of community input and how that input influenced the proposed Code. The CONSULTANT will be responsible for the development of the workshop agenda and will prepare the presentation to the City's relevant boards in one meeting.

Deliverables:

- The CONSULTANT will participate in one (1) public hearing.
- The CLIENT will advertise the meetings and mail out appropriate meeting notices to interested parties.

Schedule for Downtown District: It is estimated that work performed for Tasks 1 - 4 will be completed 120 days from Notice to Proceed (NTP).

Additional (Hourly) Services

ADDITIONAL Services to be provided by J&C would include supporting services not identified in this scope that would arise as a result of the effort.

Mr. Bricker
 March 23, 2015
 Page 6

Proposed Fee

Compensation for BASIC SERVICES described above will be on a LUMP SUM BASIS in the amount of:

Transportation Planning

Task 1	\$3,300
Task 2	\$6,600
Task 3	\$2,200
Sub-total	\$12,100

Downtown District

Task 1	\$8,797
Task 2	\$17,498
Task 3	\$7,290
Task 4	\$4,815
Sub-total	\$38,400

BASIC SERVICES TOTAL	\$50,500
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Compensation for these and any other ADDITIONAL SERVICES authorized by the CITY will be on an hourly basis per the attached current Schedule of Hourly Rates. This schedule is subject to revision on January 1st of each year.

Compensation for REIMBURSIBLE SERVICES will be on a cost plus 10% basis per the attached current Schedule of Expenses. This schedule is subject to revision on January 1st of each year.

Special Conditions

This proposal is based on the following special conditions:

1. This proposal shall be subject to our Professional Services Agreement dated January 18, 2012.
2. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.

This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.

Mr. Bricker
March 23, 2015
Page 7

We thank you for the opportunity to submit this scope of services and look forward to working with you on these projects.

Sincerely,



June Farrell, AICP
Department Manager



Kevin R. Krahn, P.E.
Practice Leader

APPROVED BY:

Signature

Name and Title (Printed)

Date



GENERAL CONDITIONS OF AGREEMENT JONES & CARTER, INC.

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

J&C agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that J&C shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit J&C's liability arising from J&C's professional acts, errors or omissions, such that the total aggregate liability of J&C shall not exceed J&C's total fee for the services rendered on this project.

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

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J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

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CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

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Any provision or part of the AGREEMENT 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 the CLIENT and J&C, who agree that the AGREEMENT 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.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

ROSENBERG

AUSTIN

SAN ANTONIO

DALLAS

THE WOODLANDS

HOUSTON

BRYAN/COLLEGE STATION

BRENNHAM

Texas Board of Professional Engineers Registration No. F-439

SCHEDULE OF HOURLY RATES

Effective January 2015 - Subject to Annual Revision in January 2016

ENGINEERING PERSONNEL

Engineer I	\$ 86
Engineer II	\$ 92
Engineer III	\$104
Engineer IV	\$110
Engineer V	\$120
Engineer VI	\$135
Engineer VII	\$155
Sr. Project Engineer	\$170
Sr. Project Manager	\$190
Division Manager	\$200
Senior Manager/Practice Leader	\$225
Corporate Manager	\$250

ELECTRICAL ENGINEERING PERSONNEL

Electrical Engineer I	\$ 90
Electrical Engineer II	\$100
Electrical Engineer III	\$110
Electrical Engineer IV	\$120
Electrical Engineer V	\$130
Electrical Engineer VI	\$135
Electrical Engineer VII	\$155
Sr. Electrical Project Engineer	\$170
Sr. Electrical Project Manager	\$190

CONSTRUCTION PERSONNEL (Includes

Project Representative I	\$ 53
Project Representative II	\$ 60
Project Representative III	\$ 70
Project Representative IV	\$ 80
Project Representative Coordinator	\$ 85
Construction Engineer I	\$ 84
Construction Engineer II	\$ 89
Construction Engineer III	\$100
Construction Engineer IV	\$110
Construction Engineer V	\$120
Construction Engineer VI	\$135
Construction Manager	\$170

OFFICE PERSONNEL

Office Assistant	\$ 35
Engineer's Assistant I	\$ 45
Engineer's Assistant II	\$ 60
Engineer's Assistant III	\$ 75
Admin I	\$ 40
Admin II	\$ 50
Admin III	\$ 60
Admin IV	\$ 73
Contract Coordinator	\$ 60
Staff Assistant	\$ 80
Assistant Controller/ Chief Accountant	\$100
Corporate/Project Acct. I	\$ 70
Corporate/Project Acct. II	\$ 85

SURVEYING PERSONNEL

4-Man Field Crew	\$155
3-Man Field Crew	\$145
2-Man Field Crew	\$125
4-Man Field Crew w/Robotic Survey	\$180
3-Man Field Crew w/Robotic Survey	\$170
2-Man Field Crew w/Robotic Survey	\$150
1-Man Field Crew w/Robotic Survey	\$125
4-Man Field Crew w/GPS System	\$210
3-Man Field Crew w/GPS System	\$200
2-Man Field Crew w/GPS System	\$170
1-Man Field Crew w/GPS System	\$150
Survey Technician I	\$ 55
Survey Technician II	\$ 70
Survey Technician III	\$ 90
Project Surveyor I	\$ 67
Project Surveyor II	\$ 80
Project Surveyor III	\$ 92
Project Surveyor IV	\$108
Chief of Survey Crews	\$ 98
Registered Prof. Land Surveyor	\$135
Survey Manager	\$150

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 43
CAD Operator II	\$ 50
CAD Operator III	\$ 60
CAD Operator IV	\$ 70
CAD Operator V	\$ 84
CAD Manager	\$ 92
Designer I	\$ 84
Designer II	\$ 94
Designer III	\$100
Designer IV	\$108
Designer V	\$115
Designer VI	\$130
GIS Operator I	\$ 65
GIS Operator II	\$ 80
GIS Operator III	\$ 90
GIS Operator IV	\$105
GIS Operator V	\$120
Computer Tech	\$ 60
Computer Manager	\$100

PLANNING PERSONNEL

Planner I	\$ 70
Planner II	\$ 85
Planner III	\$100
Planner IV	\$120
Planner V	\$150



22330 Merchants Way, Suite 170
Katy, Texas 77449

TEL 832 913 4000
FAX 832 913 4001

KATY	AUSTIN
ROSENBERG	DALLAS
SAN ANTONIO	HOUSTON
THE WOODLANDS	BRENNHAM
BRYAN/COLLEGE STATION	GREENSPPOINT

March 23, 2015

Texas Board of Professional Engineers Registration No. F 439

Texas Board of Professional Land Surveyors Registration No. 10194039

Mr. Mark Bricker
Honorable Mayor
City of Bay City
1901 5th Street
Bay City, Texas 77414

Re: Draft Scope of Work for Planning Services
Transportation Plan Map and Development of a Downtown District
City of Bay City, Matagorda County, Texas

Dear Mr. Bricker:

Jones & Carter, Inc. (hereinafter referred to as the CONSULTANT) appreciates the opportunity to present this scope of work for professional services to support the implementation of policy for Bay City's (hereinafter referred to as the CLIENT) programming needs.

Project Understanding

The CONSULTANT understands that the CLIENT desires to develop policy guidance in order to support two visioning documents that were prepared previously. A Comprehensive Plan prepared by a private party and the Bay City North Downtown Plan that was prepared in cooperation with the Houston Galveston Area Council (H-GAC).

The CONSULTANT proposes two items to address initially, 1) a Transportation Master Plan, and 2) Standards for a Downtown District. These two items would serve as policy guidance in order for the City to secure investment in its downtown and vicinity while protecting the vision and intent of the City and insuring reasonable growth management.

Scope of Work for Basic Services

TRANSPORTATION PLANNING

TASK 1:

The CONSULTANT will assist the CLIENT in the preparation of an Asset Management Plan to ensure the City's transportation infrastructure is adequate for today's needs and the future anticipated growth in the area. The Asset Management Plan is to include the following tasks:

- 1.1 Thoroughfare Standards – Develop thoroughfare standards (thoroughfare, collector, local, etc.) and classify existing and planned roadways within the City ETJ based on the standards.

Mr. Bricker
March 23, 2015
Page 2

Traffic count data can either be collected from existing available sources (H-GAC, TxDOT Statewide Planning Map, etc.) or new traffic counts can be collected as an additional service by a sub consultant.

1.2 Asset Management Plan – Develop a master list of all current and planned projects in the City ETJ. Develop a scoring system based on pavement conditions, traffic volumes, access to funds, etc. to assist in the ranking of projects for inclusion in the Plan. Develop a preliminary list of projects that can be included in the Plan including preliminary construction costs and possible funding partners.

1.3 Utility Coordination Impact Review – J&C engineering staff will weight street improvement prioritization against current utility conditions.

Deliverables:

- Draft Thoroughfare Standards
- Draft CIP
- Final Thoroughfare Standards
- Final CIP

Client Responsibilities:

- The CLIENT will provide roadway data as available.
- The CLIENT will provide assign a project manager in order to maintain coordination with the various City departments.

Transportation Planning Schedule: It is estimated that work performed for Tasks 1.1 - 1.3 will be completed 90 days from Notice to Proceed (NTP).

DOWNTOWN DISTRICT STANDARDS

TASK 1: UNDERSTAND THE CONTEXT

- 1.1 Overall Staff Coordination: The CONSULTANT will provide biweekly updates to the CLIENT during the overall project. This coordination may be email, skype, and or conference call. These updates are intended to be brief check-in's on the status of the work, needs of the CONSULTANT and or CLIENT.
- 1.2 Kick-Off Meeting. The CONSULTANT will hold one kick-off meeting (via Skype or conference call) with the CLIENT) to review the scope of work, confirm the goals and objectives of the project, review the Project schedule, and clarify the CONSULTANT and City staff responsibilities.
- 1.3 The CONSULTANT will prepare a memorandum and summary matrix outlining the sections of the existing city's Code of Ordinance that will be revised when developing the new Downtown District.

Mr. Bricker
March 23, 2015
Page 3

1.4 Public Kick off and Workshop (Trip 1)

The following outline for the public workshop is a draft:

Site Analysis. The CONSULTANT will become familiar with the physical layout of the City's Downtown, the proposed redevelopment, the historic patterns of development and redevelopment, and photo document the area to be regulated.

Public Workshop.

CONSULTANT will present an overview on what the differences are in Form Based Code Regulations.

Interviews. The CONSULTANT will interview appropriate stakeholders individually and/or in groups as identified by the CLIENT and may include, but may not be limited to, City staff, merchants association, Historical Society, and other local leaders. These interviews will be in the form of "Issues Meetings" over one (1) day to identify and build consensus regarding:

1. Issues of concern on regulating the downtown district;
2. The preferred design characteristics that would be necessary to create consistency with these Plans and vision for the area;
3. Developing a boundary for the downtown district
4. Any other issues that need to be addressed in the update.

Codes on the Road. The CONSULTANT will conduct one (1) "Codes on the Road" session, focused on the downtown area, will last approximately two (2) hours. The CLIENT will invite the participants for this session that may range from elected officials, citizens, business and City staff. We tour the needed areas and discuss concerns, issues, and to identify elements that can be regulated through.

Deliverables:

- Overall Project Schedule, confirm the Public workshop schedule, (3 days)
- List of documents, maps, etc. to be provided by the CLIENT
- Technical Memorandum describing the review process, summary matrix analysis of the existing ordinances that affect development in the downtown area and General/Comprehensive Plan.
- The CLIENT will provide electronic copy of any ordinances that are not codified and included on Municode, Comprehensive Plan, any other relevant data needs.
- Summary of Interviews, providing issues/opportunities that were addressed
- Draft boundaries for the Downtown District (up to two different boundaries for consideration)
- Public Workshop Powerpoint.

Client Responsibilities:

- The CLIENT is to provide an editable version of the Land Development Regulations and Comprehensive Plan.
- The CLIENT is responsible for invitations, public announcements and web links advertising the workshop, codes on the road, meeting space(s) for interviews and public workshop.

TASK 2: CREATING THE CODE

2.1 The CONSULTANT shall prepare a draft ordinance using a form-based code approach that creates a form-based code district for the City's Downtown, including the North Downtown Plan. The following components will be the basis for discussion and consideration to include as part of the form-based code: The new code will regulate development to ensure high-quality public spaces defined by a variety of building types and uses including housing, retail, and office space. The new code will incorporate a regulating plan, building form standards, basic street standards, descriptive building or lot needed to implement the principles of functional and vital urbanism and practical management of growth and will include:

- Overview, including definitions, principles, and intent; and explanation of the regulations and process in clear user-friendly language.
- Regulating Plan illustrating the location of streets, blocks, public spaces (such as greens, squares, and parks), and other special features and may also include aspects of Building Form Standards such as "build-to-lines" or "required building lines" and building type or form designations.
- Building Form Standards governing basic building form, placement, and fundamental urban elements to ensure that all buildings complement neighboring structures and the street. These standards should be based upon study of building types appropriate for the region, climate, and neighborhood vitality.
- Public Space/Street Standards defining design attributes and geometries that balance the needs of motorists, pedestrians, bicyclists, and transit riders while promoting a vital public realm. These standards should include design specifications for sidewalks, travel lane widths, parking, curb geometry, trees, and lighting.
- Off-street Parking. Includes vehicle-parking requirements, bicycle parking requirements in urban form areas, parking lot landscaping and parking lot lighting.
- Sign Standards: for on-premise signage
- Application Standards, provide a process for reviewing the form based code standards.

Deliverables:

- The CONSULTANT will prepare the Draft Code and provide a reproducible and an electronic copy to the Client. The Code will include illustrations, diagrams, and regulatory language.
- Application Forms and submittal templates for the new Code
- Instructional and illustrative booklet on the "How to use the new Code"

TASK 3: REFINEMENT / ADMINISTERING THE CODE

3.1 Review Draft Downtown District. The CONSULTANT will participate in a conference call with the CLIENT and other appropriate City staff as determined by the CLIENT to review the Draft

Mr. Bricker
March 23, 2015
Page 5

Downtown District to solicit comments and input. Based on comments from the conference call a Final Draft for public review will be prepared.

3.2 Presentation of First Draft (Trip 2):

The CONSULTANT will hold a community open house to present the new Code. The CONSULTANT will present the first draft of the new code for the purpose of gathering comments. Copies of the first draft will be in hardcopy and digital form and posted on the website as determined by the CLIENT (if hardcopies are produced, the CLIENT will provide them). The presentation may be made to a special audience of neighborhood residents or stakeholders, or may be presented before a joint gathering of municipal boards and committees, as determined by City staff. The CONSULTANT will provide the overall framework for the community open house.

3.3 Final Revisions:

The CONSULTANT will draft a list of concerns, modifications, suggestions as provided during the Open house in task 3.2. Once confirmed with the CLIENT, the CONSULTANT will make the necessary revisions for adoption of the downtown district.

TASK 4: ADOPTION

4.1 Public Hearing (Trip 3):

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Schedule for Downtown District: It is estimated that work performed for Tasks 1 – 3 will be completed 120 days from Notice to Proceed (NTP). Task 4 will be completed as soon as feasible thereafter with the consultation of the City Council and Stakeholders.

Additional (Hourly) Services

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Mr. Bricker
 March 23, 2015
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Mr. Bricker
March 23, 2015
Page 7

We thank you for the opportunity to submit this scope of services and look forward to working with you on these projects.

Sincerely,



June Farrell, AICP
Department Manager



Kevin R. Krahn, P.E.
Practice Leader

APPROVED BY:

Signature

Name and Title (Printed)

Date

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JONES & CARTER, INC.

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Version 13-08-22

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This provision does not obligate the CLIENT to establish or appropriate funds for a cost and sinking fund.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

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JONES & CARTER, INC.

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BRYAN/COLLEGE STATION

BRENNHAM

Texas Board of Professional Engineers Registration No. F-439

SCHEDULE OF HOURLY RATES

Effective January 2015 - Subject to Annual Revision in January 2016

ENGINEERING PERSONNEL

Engineer I	\$ 86
Engineer II	\$ 92
Engineer III	\$104
Engineer IV	\$110
Engineer V	\$120
Engineer VI	\$135
Engineer VII	\$155
Sr. Project Engineer	\$170
Sr. Project Manager	\$190
Division Manager	\$200
Senior Manager/Practice Leader	\$225
Corporate Manager	\$250

ELECTRICAL ENGINEERING PERSONNEL

Electrical Engineer I	\$ 90
Electrical Engineer II	\$100
Electrical Engineer III	\$110
Electrical Engineer IV	\$120
Electrical Engineer V	\$130
Electrical Engineer VI	\$135
Electrical Engineer VII	\$155
Sr. Electrical Project Engineer	\$170
Sr. Electrical Project Manager	\$190

CONSTRUCTION PERSONNEL (Includes

Project Representative I	\$ 53
Project Representative II	\$ 60
Project Representative III	\$ 70
Project Representative IV	\$ 80
Project Representative Coordinator	\$ 85
Construction Engineer I	\$ 84
Construction Engineer II	\$ 89
Construction Engineer III	\$100
Construction Engineer IV	\$110
Construction Engineer V	\$120
Construction Engineer VI	\$135
Construction Manager	\$170

OFFICE PERSONNEL

Office Assistant	\$ 35
Engineer's Assistant I	\$ 45
Engineer's Assistant II	\$ 60
Engineer's Assistant III	\$ 75
Admin I	\$ 40
Admin II	\$ 50
Admin III	\$ 60
Admin IV	\$ 73
Contract Coordinator	\$ 60
Staff Assistant	\$ 80
Assistant Controller/ Chief Accountant	\$100
Corporate/Project Acct. I	\$ 70
Corporate/Project Acct. II	\$ 85

SURVEYING PERSONNEL

4-Man Field Crew	\$155
3-Man Field Crew	\$145
2-Man Field Crew	\$125
4-Man Field Crew w/Robotic Survey	\$180
3-Man Field Crew w/Robotic Survey	\$170
2-Man Field Crew w/Robotic Survey	\$150
1-Man Field Crew w/Robotic Survey	\$125
4-Man Field Crew w/GPS System	\$210
3-Man Field Crew w/GPS System	\$200
2-Man Field Crew w/GPS System	\$170
1-Man Field Crew w/GPS System	\$150
Survey Technician I	\$ 55
Survey Technician II	\$ 70
Survey Technician III	\$ 90
Project Surveyor I	\$ 67
Project Surveyor II	\$ 80
Project Surveyor III	\$ 92
Project Surveyor IV	\$108
Chief of Survey Crews	\$ 98
Registered Prof. Land Surveyor	\$135
Survey Manager	\$150

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 43
CAD Operator II	\$ 50
CAD Operator III	\$ 60
CAD Operator IV	\$ 70
CAD Operator V	\$ 84
CAD Manager	\$ 92
Designer I	\$ 84
Designer II	\$ 94
Designer III	\$100
Designer IV	\$108
Designer V	\$115
Designer VI	\$130
GIS Operator I	\$ 65
GIS Operator II	\$ 80
GIS Operator III	\$ 90
GIS Operator IV	\$105
GIS Operator V	\$120
Computer Tech	\$ 60
Computer Manager	\$100

PLANNING PERSONNEL

Planner I	\$ 70
Planner II	\$ 85
Planner III	\$100
Planner IV	\$120
Planner V	\$150

Attachment: Jones & Carter - Scope of Work Transportation Plan and Downtown District AMENDED (1848 : Jones & Carter Contract)



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/23/15 07:00 PM
Department: Community Services
Category: Report
Prepared By: John Garr
Initiator: John Garr
Sponsors:
DOC ID: 1854

ADOPTED

AGENDA ITEM (ID # 1854)

**RECEIVE UPDATE ON THE PHASE III RESTROOM
REMODELING PROJECT FOR THE USO, AND DISCUSS THE
POSSIBILITY OF THE CITY MATCHING THE CGL GRANT
RECEIVED BY THE HISTORIC COMMISSION IN THE AMOUNT
OF \$18,000.**

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman



CITY OF BAY CITY, TEXAS

REQUEST FOR COMPETITIVE BIDS

**FOR LABOR AND MATERIALS FOR MEN'S, WOMEN'S AND
STAGE RESTROOM AT BAY CITY SERVICE CENTER**

BID DUE DATE AND TIME:

APRIL , 2015

10:00 A.M.

Request for Bids for Labor and Materials
RFP Due Date: April ???, 2015

REQUEST FOR BID
LABOR AND MATERIALS

DUE DATE: March 24, 2015 at 10:00 a.m.

CITY OF BAY CITY
1901 5TH STREET
BAY CITY, TX 77414
(979)245-7597
www.cityofbaycity.org

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning person doing business or seeking to do business with the City of Bay City, including affiliations and business and financial relationships such as person may have with City of Bay City officers. An explanation of the requirements of Chapter 176 is available at www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm and the required form is enclosed in the Request for Bid. If you are unable to obtain such information, please contact the City of Bay City Finance Department, 1901 5th Street, Bay City, TX 77414 or call (979)245-7597.

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

Attachment: RFP - USO Phase III Bathrooms (1854 : USO Phase III Report)

Request for Bids for Labor and Materials
RFP Due Date: April ??, 2015

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INTRODUCTION

1. Introduction

- a. It is the intent of the City of Bay City to select a single firm to accomplish and/or supply all services and equipment outlined in the Request for Bid.
- b. Sealed BIDS will be accepted until 10:00 a.m. on **April , 2015** and should be addressed to:

City of Bay City
City Secretary's Office
1901 5th Street
Bay City, TX 77414

- c. In order to ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this Request for Bid shall addressed in writing to John Garr, Community Services Director to the address above or by email jgarr@cityofbaycity.org. The deadline for written questions and inquiries is **April , 2015** at 5:00 p.m.. Contact with any City of Bay City employee is prohibited without prior written consent from the Community Services Director. Offeror's contacting any other employee(s) or official(s) without prior written consent risk elimination of their Bid from further consideration.

- d. The tentative schedule for this Request for BIDS is as follows:

Deadline for Questions: **April , 2015 at 5:00 p.m.**
Bid Submission Deadline: **April , 2015 at 10:00 a.m.**
Bid Evaluations & Negotiations: **April , 2015**
Earliest Award of Any One Contract: TBD

DEFINITIONS, TERMS, AND CONDITIONS

2. Definitions, Terms, and Conditions

- a. Definitions: In order to simplify and clarify the language throughout this Request for Bid, the following definitions shall apply:
 1. CITY – Same as City of Bay City, TX
 2. CITY COUNCIL – The elected officials of the City of Bay City, Texas, who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.
 3. RFP – Request for Bid
 4. OFFEROR/VENDOR/FIRM – Organization offering a Bid in response to this RFP.
- b. Terms and Conditions
 1. BIDS
 1. The submitted Bid(s) must be received by the City Secretary's office prior to the time and date specified in Section 1-b. The mere fact that

Request for Bids for **Labor and Materials**
RFP Due Date: **April ???, 2015**

- the Bid was dispatched will not be considered; the firm must ensure that the Bid is actually delivered and received on time.
2. BIDS received after the date and time specified in Section 1-b shall be returned unopened and will be considered void and unacceptable. The City Secretary's office is not responsible for lateness of mail carrier, etc., and time/date stamp in the City Secretary's office shall be the official time of receipt.
 3. BIDS cannot be altered or amended after the closing date. Alterations made before closing must be initialed by Offeror guaranteeing authenticity. BIDS may not be withdrawn after Bid closing date and vendors so agree upon submittal of their BIDS.
 4. BIDS will be received and publically acknowledged in the City Hall Council Chamber at 1901 5th Street, Bay City, TX 77414 on the date specified in Section 1-b. Offerors, their representative(s), and interested persons may be present. The BIDS received will be publically opened but not read aloud. BIDS shall remain valid for a period of one (1) year from the date and time identified in Section 1-b.
 5. One original of the Bid must be submitted. The original must be unbound. In addition, one electronic version of the Bid must be included in Adobe Acrobat format written to a single CD-ROM. The electronic version of the Bid must be an exact copy of the original hard copy Bid. Failure to submit in the manner prescribed may cause the Bid to be rejected.
 6. By submitting a Bid, the vendor certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the materials to be furnished and intends to adhere to the provisions described herein. Failure to do so at the Offerors own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Vendors.
 7. Any Bid which does not contain all of the information requested in this RFP will be considered incomplete and may be rejected by the City of Bay City.
 8. The City of Bay City by statute is exempt from State Sales Tax and Federal Excise Tax, and the Bid price shall not include taxes.
 9. The Offeror shall furnish any additional information as the City of Bay City may require. The City of Bay City reserves the right to make investigation of the qualifications of the Offeror(s) as they deem appropriate.
 10. This Bid, when properly accepted by the City of Bay City, shall constitute a contract equally binding between the successful Vendor and the City of Bay City. No different or additional terms, including the vendors' subscriber agreement, will become part of this Contract with the exception of a Change Order.
 11. This Request for Bid does not commit the City of Bay City to award a contract, to pay any cost incurred in the preparation of a Bid, or to procure or contract for services.

c. Reservations

1. The City of Bay City reserves the right to accept or reject any or all BIDS as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Bid if found in the best interest of the City of Bay City. All BIDS become the property of the City of Bay City.
2. The City of Bay City reserves the right to waive any informalities and technicalities, to accept the offer considered most advantageous in order to obtain the best value for the City. Cause for rejection of a Bid may include but shall not be limited to the Offeror's current violation of any City ordinance, the Offeror's current inability to satisfactorily perform the work or service, the Offeror's previous failure to properly and timely perform its obligations under a contract with the City. Offerors may be disqualified and rejection of BIDS may be recommended for any (but not limited to) the following causes:
 1. Failure to use the Bid forms furnished by the City;
 2. Lack of signature by an authorized representative on the Certification form;
 3. Failure to properly complete the Bid;
 4. Evidence of collusion among proposers;
 5. Omission of uncertified personal or company check as a Bid guarantee (if Bid Bond required);or
 6. Any alteration of the language contained within the RFP forms.

Owner reserved the right to waive any minor informality or irregularity.
3. The City reserves the right to retain all BIDS submitted and to use any ideas in a Bid regardless of whether that Bid is selected. Submission of a Bid indicates acceptance by the firm of the terms and conditions contained in this request for BIDS, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Bay City and the firm selected.
4. The City of Bay City may conduct reference checks as needed to evaluate BIDS. The City may contact those listed, and inclusion of this listing in your Bid is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Service Provider.

d. Reimbursements

1. There is no expressed or implied obligation for the City of Bay City to reimburse responding firms for any expenses incurred in preparing BIDS in response to this Request for Bid, and the City of Bay City will not reimburse responding firms for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

e. Communication

1. The City of Bay City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written BIDS will be considered.
2. Vendors will be supplied with the original RFP documents in written form or electronic form to aid in the preparation of the Bid(s). Offeror, by accepting

these documents agrees not to edit or change the language or format of these documents. Submission of a Bid by offeror signifies full agreement with this requirement.

f. Negotiations

1. During the evaluation process, the City of Bay City reserves the right, where it may serve the City of Bay City's best interest, to request additional information or clarifications from proposers. At the discretion of the City, all firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP, may be requested to make oral presentations. Each Bid must designate the person(s) who will be responsible for answering technical and contractual questions. Preliminary negotiations may be conducted with responsible Offeror(s) who submit BIDS that are reasonably susceptible of being selected. At the discretion of the City, all Offeror(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. Vendors will be ranked in order of preference and final contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commerce with the second highest ranked firm, etc.

g. Disclosure

1. At the public opening, there will be no disclosure of contents of competing firms, and all BIDS will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Vendor identifies as proprietary, all BIDS will be open for public inspection after the contract award.

h. If Bid Results in a Contract, the Following Terms and Conditions will Apply:

1. Proposers should be aware that the RFP and the contents of the successful Bid will become part of any subsequent contractual document that may arise from this RFP. In case of discrepancy between the RFP and the Offeror's Bid, the RFP will rule.
2. The City of Bay City will not accept any contract terms that require pre-payment for services, supplies or equipment. Limited exceptions may be considered for operating leases or software maintenance and support agreements. Software maintenance and support fees may not be assessed for any system that is not installed, operational, and available for the use by the City of Bay City.
3. No oral statement or any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Finance Director for the City of Bay City.
4. Should there be a change in ownership or management, the Contract shall be cancelled unless mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Request for Bids for **Labor and Materials**
RFP Due Date: **April ???, 2015**

5. All invoicing shall be submitted in duplication to the City of Bay City. If invoices are subject to cash discount, discount period is to be taken from the date of completion of order or date of receipt of invoice. All invoices are to be paid in full within thirty (30) days after satisfactory delivery of services and billing.
 6. No public official or City employee shall enter into a contract with the City that violates Local Government Code, Section 171.003.
 7. Offerors are advised that all contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
 8. This Request for Bid includes the City's Standard Form of Agreement Contract (Exhibit A). The firm should review this agreement thoroughly. Firms who are not willing to sign the agreement without modification need not submit. The enclosed Certification/Authorization/Acknowledgment Form must be properly executed provided with the sealed Bid indicating the firm's willingness to execute the City's Standard Form of Agreement Contract
 9. The City of Bay City operates and is funded on a fiscal year basis; accordingly, the City of Bay City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.
- i. Addenda
1. In the event of a needed change in the published bid documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum
 2. All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Bay City, City Secretary's office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

INTENT AND SCOPE OF WORK

3. Intent and Scope
 - a. The City of Bay City is requesting BIDS for firms/companies to provide LABOR AND MATERIALS.
 - b. It is the intent of the City of Bay City to contract one (1) provider to provide LABOR AND MATERIALS.

REQUIREMENTS

4. Requirements

Responses to the following requirements will be used for Bid evaluation. The Bid should explain how each of the requirements will be met, or an explanation of why it cannot be met and/or alternatives. This information should be included in Item 3 of the Bid (Please refer to Section 6, Bid Format Requirements), and numbered according to the corresponding requirement number. BIDS which do not contain responses to each of the requirements items will be considered incomplete and may be rejected by the City of Bay City.

a. General Requirements:

1. Labor and Materials to **renovate Men's, Women and stage restroom at USO**
2. Labor and materials **to demo and remove current fixtures, partitions, walls and floors**

b. Specifications for Labor and Materials for the following work:

1. Remove existing plumbing fixtures
2. Demo bathroom partitions
3. Demo existing walls as per plan drawings
4. Demo wall and floor tile
5. Demo drywall, as required
6. Demo exposed supply line plumbing
7. Frame new stud wall as per plan drawings
8. Plumb (2) new urinals, (1) new toilet, and (4) new sinks
9. Install new drywall, where required
10. Reposition and/or add lighting, as required
11. Reposition air conditioning ducts, as required
12. Install new tile as per design specifications
13. Install new trim as per design specifications
14. Change men's restroom door swing
15. Tape, float, and texture (smooth) drywall
16. Putty and caulk all trim
17. Paint all surfaces, as required
18. Install new flooring, as per design specifications and as required
19. Install new bathroom partitions as per plan drawings
20. Stage wainscoting and millwork between columns
21. Install customer-selected laminate along front of stage with vertical 1x4 added to create a block paneling design
22. Add millwork at floor between columns to create a "stop" for chairs to avoid marring walls
23. Make wall and paint touch-ups, as required to stage and walls

Non-Mandatory pre-bid on site viewing will be: **April , 2015**

c. Technical Requirements

1. Offeror to provide cost of:
 1. Labor and materials to renovate Women's, Men's and Stage Restrooms
 2. Removal of current fixtures, partitions, walls and floors
 3. Hauling or freight fees for same

Request for Bids for **Labor and Materials**
RFP Due Date: **April ???, 2015**

2. Offeror to provide timetable from award of bid labor, materials, and freight for required services.
 3. Offeror to provide specifications for materials used.
 4. Offer to provide pictures from every angle of LABOR AND MATERIALS
- d. Billing Requirements
1. Offeror shall be required to provide the City of Bay City with an invoices for all services and associated charges at no additional cost.

EVALUATION FACTORS

5. Evaluation Factors

- a. After receipt of BIDS, the City of Bay City will use the following criteria in the selection process:

Criteria	Assigned Value
Cost to the City of Bay City	40
Qualifications/experience/references	20
Intent and Scope of Work	20
Timeline	10
Adequacy and completeness of Bid response	10

BID FORMAT REQUIREMENTS

6. Bid Format Requirements

- a. The following instructions describe the form in which BIDS must be submitted. Bid documents should provide a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City of Bay City. The requirements stated do not preclude Offerors herein from furnishing additional reports, functions, and cost as deemed appropriate.
- b. One original of the Bid must be submitted. The original must be unbound. In additions, one electronic version of the Bid must be included in Adobe Acrobat format written to a single CD-ROM. The electronic version of the Bid must be an exact duplicate of the original hard copy Bid. If the Bid includes any comments over and above the specific information requested in this RFP, it should be included as a separate appendix and placed at the end of the Bid.
- c. Bid Format – Vendors must submit BIDS in the following format:
 1. Item 1 – Transmittal/Cover Letter
 1. Include a dated transmittal/cover letter addressed to the Finance Director that states the following at a minimum:
 - a. Name of Offeror's firm
 - b. Address
 - c. telephone & fax numbers
 - d. e-mail address
 2. Item 2 – References

Request for Bids for **Labor and Materials**
RFP Due Date: **April ???, 2015**

1. BIDS shall include a list of four (4) organizations, preferably governmental entities, for which similar services have been provided. Please include organization name, contact person and title, a telephone number. Also, note types of services provided to each organization listed. This section should also include a brief summary of applicable past experience to show proven demonstrated ability to execute the requirements of this RFP.
3. Item 4 – Cost of Service Form
4. Item 5 – Completed Certification/Authorization/Acknowledgment Form (Attached)

CERTIFICATION/AUTHORIZATION/ACKNOWLEDGMENT FORM

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid that this Bid has not been prepared in collusion with any other vendor, and the contents of this Bid have not been communicated to any other vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Agreement Contract.

Signed by: _____ Date: _____
 Title: _____
 Printed Name: _____
 Company Name: _____
 Phone Number: _____ Fax Number: _____
 Bid Address: _____

 Order Address: _____

 Remit Address: _____

 E-mail: _____

Attachment: RFP - USO Phase III Bathrooms (1854 : USO Phase III Report)

Request for Bids for **Labor and Materials**
RFP Due Date: **April ???, 2015**

NOTICE OF NON-PARTICIPATION

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

City of Bay City
City Secretary
1901 5th Street
Bay City, TX 7714

DO NOT return the solicitation packet.

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Reason for no response to this RFP:

Please check the items that apply:

- ☐ Suitable, but engaged in other work.
- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the specifications highlighted in the attached bid.
- ☐ Cannot provide insurance required.
- ☐ Cannot provide bonding requirements.
- ☐ Cannot comply with indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reasons; please explain.

Other remarks:

Signature: _____

Name, Title: _____

Attachment: RFP - USO Phase III Bathrooms (1854 : USO Phase III Report)

EXHIBIT A

**STANDARD GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF BAY CITY, TEXAS**

(Version 5/23/12)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and then, only if permissible by law. Absent a specifically executed provision referencing a modification, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of name of vendor/contractor here (Vendor). The Contract involved in this Rider is described as follows:

(name of contract here)

2. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to contractor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

3. Multiyear Contracts. If the City does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution) It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

4. Best Value Determination. All competitive bids or BIDS received shall be evaluated based on the best value for the City. Best value shall be determined by any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below.

- a. Bid price
- b. Reputation of the bidder and of bidder's goods and services
- c. The quality of the bidder's goods or services
- d. The extent to which the goods or services meet the City's needs

- e. Bidder's past relationship with the City - All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

5. Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

8. Disclosure of Litigation. Each contractor shall include in its Bid a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

10. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance annually and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the

contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

14. Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

15. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

16. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

17. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code), and federal excise tax (Subtitle D of the Internal Revenue Code) for certain purchases. Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

18. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

19. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

20. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

CITY OF BAY CITY, TEXAS**VENDOR**

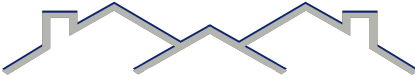
By: _____

Mayor or Designee with Authority to bind City

Title: _____

Date: _____

Date: _____



Estell Allen Builders

3618 Bucks Bayou Rd • Bay City, Texas 77414
Tel (979) 245-1203 • Fax (979) 245-2055

Construction Proposal

Date	Estimate #
3/4/2015	150304-299

Name / Address

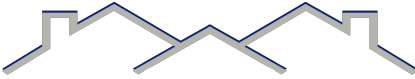
City of Bay City
Attn: John Garr
1901 5th Street
Bay City, TX 77414

Project

USO Phase III

Description	Qty	Rate	Total
USO BUILDING PHASE III -- RESTROOMS REMODELING MEN'S, WOMEN'S, & STAGE RESTROOM AS PER PLAN DRAWINGS SCOPE OF WORK Men's and Women's Restroom -- Remove existing plumbing fixtures; Demo bathroom partitions; Demo existing walls as per plan drawings; Demo wall and floor tile; Demo drywall, as required; Demo other flooring, as required; Demo exposed supply line plumbing; Frame new studwall as per plan drawings; Plumb (2) new urinals, (1) new toilet, and (4) new sinks; Install new drywall, where required; Reposition and/or add lighting, as required; Reposition air conditioning ducts, as required; Install new tile as per design specifications; Install new trim as per design specifications; Change men's restroom door swing; Tape, float, and texture (smooth) drywall; Putty and caulk all trim; Paint all surfaces, as required; Install new flooring, as per design specifications and as required; Install new bathroom partitions as per plan drawings. LABOR Site Prep Demo Floor Framing Wall Framing Doors & Trim Plumbing Heating & Cooling Electrical & Lighting Insulation Interior Walls Ceilings & Coverings Millwork & Trim Floor Coverings			
		240.00	240.00
		640.00	640.00
		360.00	360.00
		960.00	960.00
		240.00	240.00
		270.00	270.00
		240.00	240.00
		360.00	360.00
		200.00	200.00
		1,280.00	1,280.00
		320.00	320.00
		1,160.00	1,160.00
		480.00	480.00
		Total	

Attachment: 20150423 - Estell Allen Builders Contract Proposal (1854 : USO Phase III Report)



Estell Allen Builders

3618 Bucks Bayou Rd • Bay City, Texas 77414
Tel (979) 245-1203 • Fax (979) 245-2055

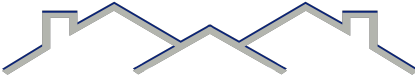
Construction Proposal

Date	Estimate #
3/4/2015	150304-299

Name / Address
City of Bay City Attn: John Garr 1901 5th Street Bay City, TX 77414

			Project
			USO Phase III
Description	Qty	Rate	Total
Painting		800.00	800.00
Cleanup & Restoration		640.00	640.00
Materials Handling		270.00	270.00
SUBTOTAL			8,460.00
MATERIALS			
Construction Materials: 2x4, 2x8, and 2x12 #2 Southern Pine; James Hardie HardieBacker® moisture barrier; Moisture-Resistant 5/8" Drywall; R-13 walls and R-30 ceiling insulation; PEX (crosslinked polyethylene) plumbing supply line and PVC (polyvinyl chloride) drain line piping; Copper fittings and connection points; Duravit Starck 3® collection, Washbasin #030410 ;413/8" x191/8"; Washbasin #030480 ; 331/2" X191/8", Pedestal #086516; 28"x81/4" ; American Standard #2506 Faucets		4,189.30	4,189.30
Painting Materials: Sherwin-Williams Duration Matte Interior Latex Paint; Sherwin-Williams		614.98	614.98
SUBTOTAL			4,804.28
ALLOWANCES			
Custom Tile Allowance: Bathrooms -- NO CHARGE (Donated by Drenner's); Stage Bathroom -- NO CHARGE (Donated by Estell Allen Builders)		0.00	0.00
SUBTOTAL			0.00
SUBCONTRACTORS			
Electrical Subcontractor		480.00	480.00
Plumbing Subcontractor		6,850.00	6,850.00
HVAC Subcontractor		360.00	360.00
Other Subcontractor: Accurate Ultimate Privacy™ Bathroom Partitions		5,704.78	5,704.78
Custom Tile Installation		4,020.00	4,020.00
SUBTOTAL			17,414.78
		Total	

Attachment: 20150423 - Estell Allen Builders Contract Proposal (1854 : USO Phase III Report)



Estell Allen Builders

3618 Bucks Bayou Rd • Bay City, Texas 77414
Tel (979) 245-1203 • Fax (979) 245-2055

Construction Proposal

Date	Estimate #
3/4/2015	150304-299

Name / Address

City of Bay City
Attn: John Garr
1901 5th Street
Bay City, TX 77414

			Project
			USO Phase III
Description	Qty	Rate	Total
EXPENSES			
Dump Fee		640.00	640.00
SUBTOTAL			640.00
STAGE WAINSCOTING AND MILLWORK BETWEEN COLUMNS			
SCOPE OF WORK			
Install customer-selected laminate along front of stage with vertical 1x4 added to create a block paneling design. Add millwork at floor between columns to create a "stop" for chairs to avoid marring walls. Make wall and paint touch-ups, as required to stage and walls			
LABOR			
Millwork & Trim		3,240.00	3,240.00
SUBTOTAL			3,240.00
MATERIALS			
Construction Materials: WilsonArt® or Formica® laminate; 1x4 FJ Hardwood;		1,954.99	1,954.99
Painting Materials: Sherwin-Williams Duration Matte Interior Latex Paint; Sherwin-Williams A-85 Interior Latex Caulk; Painter's Putty; Miscellaneous Painting Supplies		1,254.64	1,254.64
SUBTOTAL			3,209.63
		Total	

Attachment: 20150423 - Estell Allen Builders Contract Proposal (1854 : USO Phase III Report)



3618 Bucks Bayou Rd • Bay City, Texas 77414
Tel (979) 245-1203 • Fax (979) 245-2055

Construction Proposal

Date	Estimate #
3/4/2015	150304-299

Name / Address
City of Bay City Attn: John Garr 1901 5th Street Bay City, TX 77414

			Project
			USO Phase III
Description	Qty	Rate	Total
CONSTRUCTION SCHEDULE Week 1 -- Demolition; Framing; Electrical, HVAC, and Plumbing Rough-In Week 2 -- Millwork & Trim; Plumbing Fixtures Installation; Ceiling, and Wall Paint Finishes; Floor and Wall Tile Installation Week 3 -- Trim-Out Details; Install Bathroom Partitions PAYMENT TERMS DRAW SCHEDULE Initial Payment -- \$8,013.91, to purchase materials and begin Project Progress Payment -- \$11,840.00, upon "Rough-In" of electrical, plumbing, and HVAC Progress Payment -- \$12,210.00, upon completion of ceiling and wall coverings & floor and wall tile installation Final Payment -- \$5,704.78, upon Bathroom Partitions installation			
		Total	\$37,768.69

Attachment: 20150423 - Estell Allen Builders Contract Proposal (1854 : USO Phase III Report)



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 04/23/15 07:00 PM
Department: Public Works
Category: Bid
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1864

ADOPTED

AGENDA ITEM (ID # 1864)

**CONSIDER AND/OR APPROVE AWARDING THE
CONSTRUCTION BID FOR THE DUNN HEAT EXCHANGERS
WATER LINE, SEWER FORCE MAIN LINE, AND SEWER LIFT
STATION AS PART OF THE TEXAS CAPITAL FUND GRANT
713092 TO THE LOWEST RESPONSIBLE BIDDER, ALCOTT,
INC. aba TCH, IN THE AMOUNT OF \$1,264,299.21.**

This project is to install 2,836 LF 12" water line, 6,535 LF of 6" sewer force main line, one sewer lift station, and related components to service the Dunn Heat Exchangers new development.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Steven Johnson, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

ROSENBERG	AUSTIN
SAN ANTONIO	DALLAS
THE WOODLANDS	HOUSTON
BRYAN/COLLEGE STATION	BRENNHAM
	GREENSPRING

April 15, 2015

Texas Board of Professional Engineers Registration No. F-439

Mr. Mark A. Bricker, Mayor
City of Bay City
1901 Fifth Street
Bay City, Texas 77414

Re: Construction of Water and Wastewater Extensions Dunn Heat Exchangers
City of Bay City
Job No. R0017-0020-00

Dear Mr. Bricker:

We received bids for the referenced contract in the offices of Jones & Carter, Inc. on April 8, 2015 at 10:00 A.M. Bids were publicly opened and read at that time.

Three (3) contractors submitted proposals for this work. A summary tabulation and a detailed tabulation of the bids are enclosed for your review. Alcott, Inc., dba TCH, submitted the lowest Base Bid proposal in the amount of \$1,264,299.21.

We have worked with Alcott, Inc., dba TCH, in the past and find them to be an acceptable contractor. We recommend that the referenced contract be awarded to Alcott, Inc., dba TCH, on the basis of their Base Bid proposal for a total amount of \$1,264,299.21, and a contract time of 150 calendar days. Please call should you have any questions.

If you agree with this award, please execute all copies of this letter and return them to our office for further processing.

Sincerely,



Matthew B. Breazeale, P.E.
Division Manager, Municipal Operations

Approved By: _____

Date: _____

MBB\dme

P:\PROJECTS\R0017-0020-00\Construction\Letters\ROA Dunn Heat Exchangers 041515.doc

Enclosures

cc: Alcott, Inc., dba TCH

**BID TABULATION SHEET**

BIDS WERE RECEIVED IN THE OFFICE OF

Water and Wastewater Extensions Dunn Heat Exchangers

Jones & Carter, Inc.

City of Bay City

Time: 10:00 AM

Public Bid

Job No. R0017-0020-00

Date: 4/8/2015

	BIDDERS						
	ALCOTT, INC. dba TCH	T&C CONSTRUCTION, Ltd.	HORSESHOE CONSTRUCTION, INC.				
Base Bid	\$1,264,299.21	\$1,442,964.00 *	\$1,552,210.00				
Bid Security	YES	YES	YES				
Calendar Days	150	150	150				
Acknowledge Addendum No. 1	YES	YES	YES				

* Denotes calculation error by contractor.

Attachment: ROA Dunn Heat Exchangers (1864 : Award Bid - Dunn Heat Exchangers Water/Sewer/Lift

JONES & CARTER, INC.

OWNER: City of Bay City				BID NO. 1		BID NO. 2		BID NO. 3	
PROJECT: Water and Wastewater Extensions Dunn Heat Exchange				Alcott, Inc. dba TCH 4105 FM 2351 Friendswood, Texas 77546 281-993-2999		T & C Construction, Ltd. 5411 Killough St Houston, Texas 77086 281-445-1828		Horseshoe Construction, Inc. 2309 S. Battleground Rd. LaPorte, Texas 77571 281-478-5477	
DATE: Wednesday, April 8, 2015				TIME : 10:00 AM					
ENGINEER: Jones & Carter, Inc.									
JOB NO. : R0017-0020-00									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount.	L.S.	1	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	WATERLINE ITEMS 12-inch (12") C-900 AWWA (DR18) Pressure Class 235, waterline by open cut and/or trenchless construction as shown on the plans (inc. fittings, bedding, backfill and testing), Complete in Place.	L.F.	2,766	\$73.00	\$201,918.00	\$73.00	\$201,918.00	\$105.00	\$290,430.00
3	12-inch (12") C-900 AWWA (DR18) Pressure Class 235, waterline by trenchless construction only (inc. fittings and testing), Complete in Place.	L.F.	20	\$93.00	\$1,860.00	\$100.00	\$2,000.00	\$95.00	\$1,900.00
4	12-inch (12") C-900 AWWA (DR18) Pressure Class 235, waterline by trenchless construction only with 20-inch (20") Steel Casing (inc. fittings and testing), Complete in Place.	L.F.	50	\$360.00	\$18,000.00	\$310.00	\$15,500.00	\$800.00	\$40,000.00
5	12-inch (12") gate valve & box, Complete in Place.	Ea.	4	\$2,600.00	\$10,400.00	\$2,500.00	\$10,000.00	\$4,500.00	\$18,000.00
6	8-inch (8") gate valve & box, Complete in Place.	Ea.	2	\$1,600.00	\$3,200.00	\$1,450.00	\$2,900.00	\$3,500.00	\$7,000.00
7	Connection to existing 8-inch waterline, Complete in Place.	Ea.	1	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$3,500.00	\$3,500.00
8	Fire hydrant assembly, bury as necessary, depth may vary (including lead and gate valve), Complete in Place.	Ea.	7	\$4,500.00	\$31,500.00	\$600.00	\$4,200.00	\$4,500.00	\$31,500.00
9	12-inch (12") plug and clamp and 2-inch (2") blowoff valve, Complete in Place.	Ea.	1	\$3,300.00	\$3,300.00	\$1,400.00	\$1,400.00	\$3,000.00	\$3,000.00
10	SANITARY SEWER ITEMS 10-foot diameter concrete lift station complete with two (2) submersible pumps with all accessories, riser piping, valves, coatings and supports, on site force-main (DIP only), on-site influent sanitary sewer line, on-site sanitary sewer manholes, crushed concrete access drive, manual transfer switch, electrical duct bank, conduit, wiring starters, breakers, control panels and all other associated electrical work, site grading and all else shown on the construction documents, complete in place for a fully functioning lift station, complete as specified.	L.S.	1	\$640,000.00	\$640,000.00	\$640,000.00	\$640,000.00	\$719,964.00	\$719,964.00
11	Trench safety system for bid item No. 10, complete as specified.	Ea.	1	\$1.00	\$1.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00

Attachment: ROA Dunn Heat Exchangers (1864 : Award Bid - Dunn Heat Exchangers Water/Sewer/Lift

JONES & CARTER, INC.

OWNER: City of Bay City				BID NO. 1		BID NO. 2		BID NO. 3	
PROJECT: Water and Wastewater Extensions Dunn Heat Exchange				Alcott, Inc. dba TCH 4105 FM 2351 Friendswood, Texas 77546 281-993-2999		T & C Construction, Ltd. 5411 Killough St Houston, Texas 77086 281-445-1828		Horseshoe Construction, Inc. 2309 S. Battleground Rd. LaPorte, Texas 77571 281-478-5477	
DATE: Wednesday, April 8, 2015				TIME : 10:00 AM					
ENGINEER: Jones & Carter, Inc.									
JOB NO. : R0017-0020-00									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
12	Sanitary 6-inch (6") C-900 AWWA (DR18) Pressure Class 235, force main by open cut and/or trenchless construction as shown in plans (inc. fittings, bedding, backfill and testing), Complete in Place.	L.F.	6,255	\$36.00	\$225,180.00	\$67.00	\$419,085.00	\$45.00	\$281,475.00
13	6-inch (6") C-900 AWWA (DR18) Pressure Class 235, force main by trenchless construction only (inc. fittings, and testing), Complete in Place.	L.F.	230	\$36.00	\$8,280.00	\$78.00	\$17,940.00	\$55.00	\$12,650.00
14	6-inch (6") C-900 AWWA (DR18) Pressure Class 235, force main by trenchless construction only with 12-inch (12") Steel Casing (inc. fittings, and testing), Complete in Place.	L.F.	50	\$325.00	\$16,250.00	\$185.00	\$9,250.00	\$95.00	\$4,750.00
15	6-inch (6") gate valve & box, Complete in Place.	EA.	3	\$1,200.00	\$3,600.00	\$960.00	\$2,880.00	\$2,500.00	\$7,500.00
16	2-inch (2") Combination Vacuum/Air-Release Valve in Manhole, including vent piping, bollard, and manhole with 32-inch manhole rim cover, per specifications and details, Complete in Place.	EA.	2	\$7,500.00	\$15,000.00	\$12,000.00	\$24,000.00	\$8,000.00	\$16,000.00
17	Connection to existing manhole, including 10" x 6" Reducer and approximately 10 linear feet of 10-inch sanitary sewer (inc. fittings, bedding, backfill, and testing), Complete in Place.	EA.	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00
18	MISCELLANEOUS Site restoration of rights-of-way and adjacent easements. Including re-grading of lines, grades, and cross sections, restoration of disturbed areas, site clean up, sign and fence replacement, etc, as directed by Engineer, Complete in Place.	Ac.	4	\$1,500.00	\$6,000.00	\$2,350.00	\$9,400.00	\$4,000.00	\$16,000.00
19	Hydro-mulch seeding of rights-of-way and sodding of adjacent easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including re-seeding, over-seeding or watering at no separate pay.	Ac.	4	\$1,800.00	\$7,200.00	\$2,200.00	\$8,800.00	\$1,000.00	\$4,000.00
20	Placement of reinforced filter fabric fence as directed by Engineer (including installation, maintenance and removal).	L.F.	1,000	\$2.00	\$2,000.00	\$2.15	\$2,150.00	\$5.00	\$5,000.00
21	Trench safety systems for waterline and forcemain, 6-inch (6") to 12-inch (12"), 0-10' deep.	L.F.	9,021	\$0.01	\$90.21	\$1.00	\$9,021.00 *	\$1.00	\$9,021.00

Attachment: ROA Dunn Heat Exchangers (1864 : Award Bid - Dunn Heat Exchangers Water/Sewer/Lift

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Water and Wastewater Extensions Dunn Heat Exchange DATE: Wednesday, April 8, 2015 ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0020-00				BID NO. 1 Alcott, Inc. dba TCH 4105 FM 2351 Friendswood, Texas 77546 281-993-2999		BID NO. 2 T & C Construction, Ltd. 5411 Killough St Houston, Texas 77086 281-445-1828		BID NO. 3 Horseshoe Construction, Inc. 2309 S. Battleground Rd. LaPorte, Texas 77571 281-478-5477	
TIME : 10:00 AM									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
22	Furnish, install and mainain traffic control devices and appurtences for construction of project, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition), including flagmen, temporary modifications to (and restoration of) of temporary striping, as necessary, Complete in Place.	L.S.	1	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$5,000.00	\$5,000.00
23	Stormwater Pollution Prevention Plan Implementation and Maintenance; including inspections, and reporting for all pollution prevention measures as necessary (payment will be limited to the Contract Duration), Complete in Place.	Mo.	6	\$1,000.00	\$6,000.00	\$1,600.00	\$9,600.00	\$5,000.00	\$30,000.00
24	Provide a lift station SCADA monitoring system from City of Bay City SCADA integrator including but not limited to all programming and integration into the existing SCADA system, SCADA Control Panel with PLC, conduit and wiring between SCADA Control Panel and Lift Station Control Panel, Submersible Pressure Transmitter, Antenna Tower, Antenna Cable and Connections.	L.S.	1	\$12,020.00	\$12,020.00	\$12,020.00	\$12,020.00	\$12,020.00	\$12,020.00
TOTAL BASE BID					\$1,264,299.21		\$1,442,964.00 *		\$1,552,210.00
CALENDAR DAYS BID					150		150		150

* Denotes Calculation Error

Attachment: ROA Dunn Heat Exchangers (1864 : Award Bid - Dunn Heat Exchangers Water/Sewer/Lift



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1858)

Meeting: 04/23/15 07:00 PM
Department: Public Works
Category: Bid
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1858

**CONSIDER AND/OR APPROVE AWARDING THE
CONSTRUCTION BID FOR EXTENDING SEWER TO
MATAGORDA OILFIELD SPECIALTY, INC. TO THE LOWEST
RESPONSIBLE BIDDER, TEXAS PRIDE UTILITIES, IN THE
AMOUNT OF \$71,925.00.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven Johnson, Councilman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

ROSENBERG	AUSTIN
SAN ANTONIO	DALLAS
THE WOODLANDS	HOUSTON
BRYAN/COLLEGE STATION	BRENNHAM
	GREENSPRING

April 15, 2015

Texas Board of Professional Engineers Registration No. F-439

Mr. Mark A. Bricker, Mayor
City of Bay City
1901 Fifth Street
Bay City, Texas 77414

Re: Construction of Matagorda Oilfield Specialty, Inc. Utility Extensions
City of Bay City
Job No. R0017-0022-01

Dear Mr. Bricker:

We received bids for the referenced contract in the offices of Jones & Carter, Inc. on April 8, 2015 at 10:00 A.M. Bids were publicly opened and read at that time.

Three (3) contractors submitted proposals for this work. A summary tabulation and a detailed tabulation of the bids are enclosed for your review. Texas Pride Utilities, LLC submitted the lowest Base Bid proposal in the amount of \$71,925.00

Although we have not worked with Texas Pride Utilities, LLC in the past, we verified the references provided and find Texas Pride Utilities, LLC to be an acceptable contractor. We recommend that the referenced contract be awarded to Texas Pride Utilities, LLC on the basis of their Base Bid proposal for a total amount of \$71,925.00 and a contract time of 45 calendar days. Please call should you have any questions.

If you agree with this award, please execute all copies of this letter and return them to our office for further processing.

Sincerely,



Matthew B. Breazeale, P.E.
Division Manager, Municipal Operations

Approved By: _____

Date: _____

MBB\dme

P:\PROJECTS\R0017--0022-01\Construction\Letters\ROA Matagorda Oilfield Specialty, Inc. Utility Extensions 041515.doc

Enclosures

cc: Texas Pride Utilities, LLC

**BID TABULATION SHEET**

BIDS WERE RECEIVED IN THE OFFICE OF

Matagorda Oilfield Specialty, Inc. Utility Extensions

Jones & Carter, Inc.

City of Bay City

Time: 10:00 AM

Public Bid

Job No. R0017-0022-01

Date: 4/8/2015

	BIDDERS						
	TEXAS PRIDE UTILITIES, LLC.	HORSESHOE CONSTRUCION, INC.	JIMERSON UNDERGROUND, INC.				
Base Bid	\$71,925.00	\$125,810.00	\$183,295.00				
Bid Security	YES	YES	YES				
Calendar Days	45	20	NO BID				
Acknowledge Addendum No. 1	YES	YES	YES				

Attachment: ROA Matagorda Oilfield Specialty, Inc. Utility Extensions (1858 : Award Bid - MOS Sewer)

JONES & CARTER, INC.

OWNER: City of Bay City				BID NO. 1		BID NO. 2		BID NO. 3	
PROJECT: Matagorda County Oilfield Specialty, Inc. Utility Extensions				Texas Pride Utilities, LLC 28610 Benderwood Ct. Spring, Texas 77386 832-607-0707		Horseshoe Construction Inc. 2309 S. Battleground Rd. La Porte, Texas 77571 281-478-5477		Jimerson Underground, Inc. P.O. Box 1399 Stafford, Texas 77497 281-261-0976	
DATE: Wednesday, April 8, 2015				TIME : 10:00 AM					
ENGINEER: Jones & Carter, Inc.									
JOB NO. : R0017-0022-01									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID									
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount.	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$13,500.00	\$13,500.00
SANITARY SEWER ITEMS									
2	12-inch (12") sanitary sewer pipe, 8-12 foot depth, (including fittings, bedding, backfill, air testing, and	L.F.	760	\$54.00	\$41,040.00	\$90.00	\$68,400.00	\$109.00	\$82,840.00
3	12-inch (12") Steel sanitary sewer pipe, by elevated construction, with a minimum wall thickness of 0.250-	L.F.	65	\$115.00	\$7,475.00	\$250.00	\$16,250.00	\$267.00	\$17,355.00
4	6-inch (6") concrete slope paving for aerial crossing of sanitary sewer over drainage ditch, (including concrete,	L.S.	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$27,000.00	\$27,000.00
5	Sanitary sewer manhole, per details, all depths, Complete in Place.	Ea.	2	\$3,800.00	\$7,600.00	\$7,500.00	\$15,000.00	\$8,500.00	\$17,000.00
6	Connection to existing manhole, (inc. fittings, bedding, backfill, and testing), Complete in Place.	Ea.	1	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$5,800.00	\$5,800.00
7	Rehabilitation of existing manholes, to include cleaning, preparation, sewer flow control, and sealing by application of a minimum 1-inch (1") cementitious coating and application of a protective epoxy coating at a minimum 80-mil thickness for the entire depth on the interior of the manhole, testing, and post-construction televising per specification 02612, Complete in Place. Complete in Place.	Ea.	1	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$10,500.00	\$10,500.00
8	12-inch (12") sanitary sewer plug, Complete in Place.	Ea.	1	\$200.00	\$200.00	\$1,500.00	\$1,500.00	\$250.00	\$250.00
MISCELLANEOUS									
9	Site restoration of rights-of-way and adjacent easements. Including re-grading of lines, grades, and cross sections, restoration of disturbed areas, site clean up, sign and fence replacement, etc, as directed by Engineer, Complete in Place.	Ac.	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$4,250.00	\$4,250.00
10	Hydro-mulch seeding of rights-of-way and sodding of adjacent easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including re-seeding, over-seeding or watering at no separate pay, Complete in Place.	Ac.	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00

Attachment: ROA Matagorda Oilfield Specialty, Inc. Utility Extensions (1858 : Award Bid - MOS Sewer)

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Matagorda County Oilfield Specialty, Inc. Utility Extensions DATE: Wednesday, April 8, 2015 TIME : 10:00 AM ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0022-01				BID NO. 1 Texas Pride Utilities, LLC 28610 Benderwood Ct. Spring, Texas 77386 832-607-0707		BID NO. 2 Horseshoe Construction Inc. 2309 S. Battleground Rd. La Porte, Texas 77571 281-478-5477		BID NO. 3 Jimerson Underground, Inc. P.O. Box 1399 Stafford, Texas 77497 281-261-0976	
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
11	Storm Water Pollution Prevention Plan Implementation and Maintenance; including inspections, and reporting for all pollution prevention measures as necessary (payment will be limited to the Contract Duration), Complete in Place.	Mo.	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00
12	Trench safety systems for 12-inch (12") pipe, 0-12' deep, Complete in Place.	L.F.	760	\$2.00	\$1,520.00	\$1.00	\$760.00	\$1.00	\$760.00
13	Remove and replace existing chain link fence, as directed by Engineer, Complete in Place.	L.F.	20	\$2.00	\$40.00	\$20.00	\$400.00	\$12.00	\$240.00
TOTAL BASE BID					\$71,925.00		\$125,810.00		\$183,295.00
CALENDAR DAYS BID					45		20		NO BID

Attachment: ROA Matagorda Oilfield Specialty, Inc. Utility Extensions (1858 : Award Bid - MOS Sewer)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1861)

Meeting: 04/23/15 07:00 PM
Department: Public Works
Category: Bid
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1861

**CONSIDER AND/OR APPROVE AWARDING THE
CONSTRUCTION BID FOR THE TENARIS PHASE II SEWER
FORCE MAIN LINE AS PART OF THE ECONOMIC
DEVELOPMENT ADMINISTRATION GRANT 08-01-04955 TO
THE LOWEST RESPONSIBLE BIDDER, TEXAS PRIDE
UTILITIES, LLC., IN THE AMOUNT OF \$1,085,139.30.**

This project is to install 18,000 LF of 10" sewer force main line and related components to service the TenarisBayCity new development.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

ROSENBERG	AUSTIN
SAN ANTONIO	DALLAS
THE WOODLANDS	HOUSTON
BRYAN/COLLEGE STATION	BRENNHAM
	GREENSPRING

April 15, 2015

Texas Board of Professional Engineers Registration No. F-439

Mr. Mark A. Bricker, Mayor
City of Bay City
1901 Fifth Street
Bay City, Texas 77414

Re: Construction of Public Facilities to Serve Bay City Tenaris Development Phase II Force Main
City of Bay City
Job No. R0017-0015-04

Dear Mr. Bricker:

We received bids for the referenced contract in the offices of Jones & Carter, Inc. on April 8, 2015 at 10:00 A.M. Bids were publicly opened and read at that time.

Five (5) contractors submitted proposals for this work. A summary tabulation and a detailed tabulation of the bids are enclosed for your review. Texas Pride Utilities, LLC submitted the lowest Base Bid proposal in the amount of \$1,085,139.30

Although we have not worked with Texas Pride Utilities, LLC in the past, we verified the references provided and find Texas Pride Utilities, LLC to be an acceptable contractor. We recommend that the referenced contract be awarded to Texas Pride Utilities, LLC on the basis of their Base Bid proposal for a total amount of \$1,085,139.30 and a contract time of 300 calendar days. Please call should you have any questions.

If you agree with this award, please execute all copies of this letter and return them to our office for further processing.

Sincerely,



Matthew B. Breazeale, P.E.
Division Manager, Municipal Operations

Approved By: _____

Date: _____

MBB\dme

P:\PROJECTS\R0017 - City of Bay City\0015-04 - Force Main Phase II\Construction\Letters\ROA Tenaris Phase II Force Main 041515.doc

Enclosures

cc: Texas Pride Utilities, LLC

**BID TABULATION SHEET**

BIDS WERE RECEIVED IN THE OFFICE OF

Public Facilities to Serve Bay City Tenaris Development

Phase II Force Main

Jones & Carter, Inc.

City of Bay City

Time: 10:00 AM

Public Bid

Job No. R0017-0015-04

Date: 4/8/2015

	BIDDERS						
	TEXAS PRIDE UTILITIES, LLC	ALCOTT, INC. dba TCH	MERCER CONSTRUCTION COMPANY	JIMERSON UNDERGROUND, INC.	HORSESHOE CONSTRUCTION, INC.		
Base Bid	\$1,085,139.30	\$1,262,828.43	\$1,527,718.00	\$1,679,581.00 *	\$2,005,178.00		
Bid Security	YES	YES	YES	YES	YES		
Calendar Days	300	150	330	NO BID	90		
Acknowledge Addendum No. 1	YES	NO	YES	NO	YES		

* Denotes calculation error by contractor.

JONES & CARTER, INC.

OWNER: City of Bay City				BID NO. 1		BID NO. 2		BID NO. 3	
PROJECT: Public Facilities to Serve Bay City Tenaris Development - Phase II Force Main				Texas Pride Utilities, LLC 28610 Benderwood Court Spring, Texas 77386 832-607-0707		Alcott, Inc. dba TCH 4105 FM 2351 Friendswood, Texas 77546 281-993-2999		Mercer Construction Company PO Box 888 Edna, Texas 77957 361-782-7163	
DATE: Wednesday, April 8, 2015				TIME : 10:00 AM					
ENGINEER: Jones & Carter, Inc.									
JOB NO. : R0017-0015-04									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID									
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount. Including all local, state, federal, and Union Pacific Railroad permits.	L.S.	1	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$48,000.00	\$48,000.00
SANITARY SEWER ITEMS									
2	Sanitary 10-inch (10") C-900 AWWA (DR18) Pressure Class 235, force main by open cut and/or trenchless construction as shown in plans (inc. fittings, bedding, backfill and testing), Complete in Place.	L.F.	14,843	\$50.00	\$742,150.00	\$55.00	\$816,365.00	\$55.00	\$816,365.00
3	10-inch (10") C-900 AWWA (DR18) Pressure Class 235, force main by trenchless construction only (inc. fittings, and testing), Complete in Place.	L.F.	2,200	\$73.00	\$160,600.00	\$60.00	\$132,000.00	\$165.00	\$363,000.00
4	10-inch (10") C-900 AWWA (DR18) Pressure Class 235, force main by trenchless construction only with 20-inch (20") Steel Casing (inc. fittings, and testing), Complete in Place.	L.F.	220	\$115.00	\$25,300.00	\$422.00	\$92,840.00	\$300.00	\$66,000.00
5	10-inch (10") gate valve & box, Complete in Place.	EA.	10	\$3,250.00	\$32,500.00	\$2,400.00	\$24,000.00	\$1,925.00	\$19,250.00
6	2-inch (2") Combination Vacuum/Air-Release Valve in Manhole, including vent piping, bollard, and manhole with 32-inch manhole rim cover, per specifications and details, Complete in Place.	EA.	8	\$4,500.00	\$36,000.00	\$11,000.00	\$88,000.00	\$12,000.00	\$96,000.00
7	Connection to existing manhole, including 16" x 10" Reducer and approximately 30 linear feet of 16-inch (16") sanitary sewer SDR 26 (inc. fittings, bedding, backfill, and testing), Complete in Place.	EA.	1	\$1,500.00	\$1,500.00	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00
8	Connection to existing 10-inch force main (10"), Complete in Place.	EA.	1	\$750.00	\$750.00	\$2,700.00	\$2,700.00	\$1,800.00	\$1,800.00
9	16-inch Plug & Clamp with 2-inch (2") blow off valve (for testing only) to be removed prior to connection to Manhole, Complete in Place.	EA.	1	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00

Attachment: ROA Tenaris Phase II Force Main (1861 : Award Bid - Tenaris EDA Phase II Sewer Force

JONES & CARTER, INC.

OWNER: City of Bay City				BID NO. 1		BID NO. 2		BID NO. 3	
PROJECT: Public Facilities to Serve Bay City Tenaris Development - Phase II Force Main				Texas Pride Utilities, LLC 28610 Benderwood Court Spring, Texas 77386 832-607-0707		Alcott, Inc. dba TCH 4105 FM 2351 Friendswood, Texas 77546 281-993-2999		Mercer Construction Company PO Box 888 Edna, Texas 77957 361-782-7163	
DATE: Wednesday, April 8, 2015				TIME : 10:00 AM					
ENGINEER: Jones & Carter, Inc.									
JOB NO. : R0017-0015-04									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
10	Rehabilitation of existing manholes, to include cleaning, preparation, sewer flow control, and sealing by application of a minimum 1-inch (1") cementitious coating and application of a protective epoxy coating at a minimum 80-mil thickness for the entire depth on the interior of the manhole, testing, and post-construction televising per specification 02612, Complete in Place.	EA.	1	\$1,500.00	\$1,500.00	\$3,200.00	\$3,200.00	\$7,500.00	\$7,500.00
11	Trench safety systems for force main, 6-inch (6") to 12-inch (12"), 0-10' deep, Complete in Place.	L.F.	14,843	\$0.10	\$1,484.30	\$0.01	\$148.43	\$1.00	\$14,843.00
12	MISCELLANEOUS Relocate existing hydrant to right-of-way, including fittings, backfill, and testing, Complete in Place.	Ea.	2	\$850.00	\$1,700.00	\$2,500.00	\$5,000.00	\$2,800.00	\$5,600.00
13	Relocate existing water meter to right-of-way, including fittings, backfill, and testing, Complete in Place.	Ea.	2	\$450.00	\$900.00	\$1,000.00	\$2,000.00	\$875.00	\$1,750.00
14	Remove and replaced existing barbed wire fence, Complete in Place.	L.F.	545	\$3.00	\$1,635.00	\$15.00	\$8,175.00	\$18.00	\$9,810.00
15	Site restoration of rights-of-way and adjacent easements. Including re-grading of lines, grades, and cross sections, restoration of disturbed areas, site clean up, sign and fence replacement, etc, as directed by Engineer, Complete in Place.	Ac.	3	\$1,000.00	\$3,000.00	\$2,500.00	\$7,500.00	\$3,500.00	\$10,500.00
16	Hydro-mulch seeding of rights-of-way and sodding of adjacent easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including re-seeding, over-seeding or watering at no separate pay, Complete in Place.	Ac.	3	\$1,300.00	\$3,900.00	\$1,800.00	\$5,400.00	\$2,500.00	\$7,500.00
17	Placement of reinforced filter fabric fence as directed by Engineer (including installation, maintenance and removal), Complete in Place.	L.F.	1,400	\$1.00	\$1,400.00	\$2.00	\$2,800.00	\$5.00	\$7,000.00
18	Stabilized Construction Entrance (including installation, maintenance and removal), Complete in Place.	EA.	2	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$4,500.00	\$9,000.00
19	Inlet Protection Barrier (including installation, maintenance and removal), Complete in Place.	EA.	24	\$5.00	\$120.00	\$50.00	\$1,200.00	\$450.00	\$10,800.00

Attachment: ROA Tenaris Phase II Force Main (1861 : Award Bid - Tenaris EDA Phase II Sewer Force

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Public Facilities to Serve Bay City Tenaris Development - Phase II Force Main DATE: Wednesday, April 8, 2015 ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0015-04				BID NO. 1 Texas Pride Utilities, LLC 28610 Benderwood Court Spring, Texas 77386 832-607-0707		BID NO. 2 Alcott, Inc. dba TCH 4105 FM 2351 Friendswood, Texas 77546 281-993-2999		BID NO. 3 Mercer Construction Company PO Box 888 Edna, Texas 77957 361-782-7163	
TIME : 10:00 AM									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
20	Storm Water Pollution Prevention Plan Implementation and Maintenance; including inspections, and reporting for all pollution prevention measures as necessary (payment will be limited to the Contract Duration), Complete in Place.	Mo.	6	\$750.00	\$4,500.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00
21	Furnish, install and maintain traffic control devices and appurtenances for construction of project, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition), including flagmen, temporary modifications to (and restoration of) of temporary striping, as necessary, Complete in Place.	L.S.	1	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	TOTAL BASE BID				\$1,085,139.30		\$1,262,828.43		\$1,527,718.00
	CALENDAR DAYS BID				300		150		330

* Denotes Calculation Error

Attachment: ROA Tenaris Phase II Force Main (1861 : Award Bid - Tenaris EDA Phase II Sewer Force

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Public Facilities to Serve Bay City Tenaris Development - Phase II Force Main DATE: Wednesday, April 8, 2015 ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0015-04				BID NO. 4 Jimerson Underground, Inc. PO Box 1399 Stafford, Texas 77497 281-261-0976		BID NO. 5 Horseshoe Construction, Inc. 2309 Battleground Road La Porte, Texas 77571 281-478-5477	
TIME : 10:00 AM							
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID							
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount. Including all local, state, federal, and Union Pacific Railroad permits.	L.S.	1	\$73,000.00	\$73,000.00	\$20,000.00	\$20,000.00
SANITARY SEWER ITEMS							
2	Sanitary 10-inch (10") C-900 AWWA (DR18) Pressure Class 235, force main by open cut and/or trenchless construction as shown in plans (inc. fittings, bedding, backfill and testing), Complete in Place.	L.F.	14,843	\$76.00	\$1,128,068.00	\$95.00	\$1,410,085.00
3	10-inch (10") C-900 AWWA (DR18) Pressure Class 235, force main by trenchless construction only (inc. fittings, and testing), Complete in Place.	L.F.	2,200	\$76.00	\$167,200.00	\$95.00	\$209,000.00
4	10-inch (10") C-900 AWWA (DR18) Pressure Class 235, force main by trenchless construction only with 20-inch (20") Steel Casing (inc. fittings, and testing), Complete in Place.	L.F.	220	\$333.00	\$73,260.00	\$800.00	\$176,000.00
5	10-inch (10") gate valve & box, Complete in Place.	EA.	10	\$1,850.00	\$18,500.00	\$3,500.00	\$35,000.00
6	2-inch (2") Combination Vacuum/Air-Release Valve in Manhole, including vent piping, bollard, and manhole with 32-inch manhole rim cover, per specifications and details, Complete in Place.	EA.	8	\$13,500.00	\$108,000.00	\$8,000.00	\$64,000.00
7	Connection to existing manhole, including 16" x 10" Reducer and approximately 30 linear feet of 16-inch (16") sanitary sewer SDR 26 (inc. fittings, bedding, backfill, and testing), Complete in Place.	EA.	1	\$6,600.00	\$6,600.00	\$6,000.00	\$6,000.00
8	Connection to existing 10-inch force main (10"), Complete in Place.	EA.	1	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
9	16-inch Plug & Clamp with 2-inch (2") blow off valve (for testing only) to be removed prior to connection to Manhole, Complete in Place.	EA.	1	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Public Facilities to Serve Bay City Tenaris Development - Phase II Force Main DATE: Wednesday, April 8, 2015 ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0015-04				BID NO. 4 Jimerson Underground, Inc. PO Box 1399 Stafford, Texas 77497 281-261-0976		BID NO. 5 Horseshoe Construction, Inc. 2309 Battleground Road La Porte, Texas 77571 281-478-5477	
TIME : 10:00 AM							
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
10	Rehabilitation of existing manholes, to include cleaning, preparation, sewer flow control, and sealing by application of a minimum 1-inch (1") cementitious coating and application of a protective epoxy coating at a minimum 80-mil thickness for the entire depth on the interior of the manhole, testing, and post-construction televising per specification 02612, Complete in Place.	EA.	1	\$12,500.00	\$12,500.00	\$4,500.00	\$4,500.00
11	Trench safety systems for force main, 6-inch (6") to 12-inch (12"), 0-10' deep, Complete in Place.	L.F.	14,843	\$1.00	\$14,843.00	\$1.00	\$14,843.00
MISCELLANEOUS							
12	Relocate existing hydrant to right-of-way, including fittings, backfill, and testing, Complete in Place.	Ea.	2	\$4,600.00	\$9,200.00	\$2,500.00	\$5,000.00
13	Relocate existing water meter to right-of-way, including fittings, backfill, and testing, Complete in Place.	Ea.	2	\$725.00	\$1,450.00 *	\$1,500.00	\$3,000.00
14	Remove and replaced existing barbed wire fence, Complete in Place.	L.F.	545	\$8.00	\$4,360.00	\$10.00	\$5,450.00
15	Site restoration of rights-of-way and adjacent easements. Including re-grading of lines, grades, and cross sections, restoration of disturbed areas, site clean up, sign and fence replacement, etc, as directed by Engineer, Complete in Place.	Ac.	3	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00
16	Hydro-mulch seeding of rights-of-way and sodding of adjacent easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including re-seeding, over-seeding or watering at no separate pay, Complete in Place.	Ac.	3	\$2,000.00	\$6,000.00	\$2,500.00	\$7,500.00
17	Placement of reinforced filter fabric fence as directed by Engineer (including installation, maintenance and removal), Complete in Place.	L.F.	1,400	\$2.00	\$2,800.00	\$5.00	\$7,000.00
18	Stabilized Construction Entrance (including installation, maintenance and removal), Complete in Place.	EA.	2	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
19	Inlet Protection Barrier (including installation, maintenance and removal), Complete in Place.	EA.	24	\$250.00	\$6,000.00	\$250.00	\$6,000.00

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Public Facilities to Serve Bay City Tenaris Development - Phase II Force Main DATE: Wednesday, April 8, 2015 TIME : 10:00 AM ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0015-04				BID NO. 4 Jimerson Underground, Inc. PO Box 1399 Stafford, Texas 77497 281-261-0976		BID NO. 5 Horseshoe Construction, Inc. 2309 Battleground Road La Porte, Texas 77571 281-478-5477	
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
20	Storm Water Pollution Prevention Plan Implementation and Maintenance; including inspections, and reporting for all pollution prevention measures as necessary (payment will be limited to the Contract Duration), Complete in Place.	Mo.	6	\$2,000.00	\$12,000.00	\$800.00	\$4,800.00
21	Furnish, install and maintain traffic control devices and appurtenances for construction of project, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition), including flagmen, temporary modifications to (and restoration of) of temporary striping, as necessary, Complete in Place.	L.S.	1	\$15,500.00	\$15,500.00	\$5,000.00	\$5,000.00
	TOTAL BASE BID				\$1,679,581.00 *		\$2,005,178.00
	CALENDAR DAYS BID				NO BID		90

* Denotes Calculation Error



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1862)

Meeting: 04/23/15 07:00 PM
Department: Public Works
Category: Bid
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1862

**CONSIDER AND/OR APPROVE AWARDING THE
CONSTRUCTION BID FOR THE TENARIS SEWER LIFT
STATION AS PART OF THE ECONOMIC DEVELOPMENT
ADMINISTRATION GRANT 08-01-04955 TO THE LOWEST
RESPONSIBLE BIDDER, REDDICO CONSTRUCTION
COMPANY, INC., IN THE AMOUNT OF \$1,183,930.00.**

This project is to install one sewer lift station and related components to service the TenarisBayCity new development.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	Chrystal Folse, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

ROSENBERG	AUSTIN
SAN ANTONIO	DALLAS
THE WOODLANDS	HOUSTON
BRYAN/COLLEGE STATION	BRENNHAM
	GREENSPRING

April 15, 2015

Texas Board of Professional Engineers Registration No. F-439

Mr. Mark A. Bricker, Mayor
City of Bay City
1901 Fifth Street
Bay City, Texas 77414

Re: Construction of Public Facilities to Serve Bay City Tenaris Development Lift Station
City of Bay City
Job No. R0017-0015-03

Dear Mr. Bricker:

We received bids for the referenced contract in the offices of Jones & Carter, Inc. on April 8, 2015 at 10:00 A.M. Bids were publicly opened and read at that time.

Three (3) contractors submitted proposals for this work. A summary tabulation and a detailed tabulation of the bids are enclosed for your review. Reddico Construction Company, Inc. submitted the lowest Base Bid proposal in the amount of \$1,183,930.00

We have worked with Reddico Construction Company, Inc. in the past and find them to be an acceptable contractor. We recommend that the referenced contract be awarded to Reddico Construction Company, Inc. on the basis of their Base Bid proposal for a total amount of \$1,183,930.00, and a contract time of 200 calendar days. Please call should you have any questions.

If you agree with this award, please execute all copies of this letter and return them to our office for further processing.

Sincerely,



Matthew B. Breazeale, P.E.
Division Manager, Municipal Operations

Approved By: _____

Date: _____

MBB\dme

P:\PROJECTS\R0017 - City of Bay City\0015-03 - Lift Station\Construction\Letters\ROA Tenaris Lift Station 041515.doc

Enclosures

cc: Reddico Construction Company, Inc.



JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

BID TABULATION SHEET

BIDS WERE RECEIVED IN THE OFFICE OF

Public Facilities to Serve Bay City Tenaris Development

Lift Station

Jones & Carter, Inc.

City of Bay City

Time: 10:00 AM

Public Bid

Job No. R0017-0015-03

Date: 4/8/2015

	BIDDERS						
	REDDICO CONSTRUCTION COMPANY, Inc.	T&C CONSTRUCTION, Ltd.	PELTIER BROTHERS CONSTRUCTION, Ltd.				
Base Bid	\$1,183,930.00	\$1,392,920.00	\$1,488,020.00				
Bid Security	YES	YES	YES				
Calendar Days	200	NO BID	270				
Acknowledge Addendum No. 1	YES	YES	YES				

Attachment: ROA Tenaris Lift Station (1862 : Award Bid - Tenaris Lift Station)

JONES & CARTER, INC.

OWNER: City of Bay City				BID NO. 1		BID NO. 2		BID NO. 3	
PROJECT: Public Facilities to Serve Bay City Tenaris Development - Lift Station				Reddico Construction Company, Inc. 10083 Airport Road Conroe, Texas 77303 936-441-9500		T&C Construction, Ltd. 5411 Killough Street Houston, Texas 77086 281-445-1828		Peltier Brothers Construction, Ltd. 11603 Windfern Houston, Texas 77064 281-894-4949	
DATE: Wednesday, April 8, 2015				TIME : 10:00 AM					
ENGINEER: Jones & Carter, Inc.									
JOB NO. : R0017-0015-03									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID									
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount.	L.S.	1	\$62,500.00	\$62,500.00	\$30,000.00	\$30,000.00	\$70,000.00	\$70,000.00
SANITARY SEWER ITEMS									
2	16-foot diameter concrete lift station complete with two (2) submersible pumps with all accessories, riser piping, valves, coatings and supports, on site force-main (DIP only), on-site influent sanitary sewer line, on-site sanitary sewer manholes, odor control system, asphalt access drive, concrete sidewalks, automatic transfer switch and diesel generator, antenna foundation, electrical duct bank, conduit, wiring starters, breakers, control panels and all other associated electrical work, site grading and all else shown on the construction documents, complete in place for a fully functioning lift station, complete as specified.	L.S.	1	\$1,075,000.00	\$1,075,000.00	\$1,300,000.00	\$1,300,000.00	\$1,372,000.00	\$1,372,000.00
3	Trench safety system for bid item No. 2, complete as specified.	L.S.	1	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
MISCELLANEOUS									
4	Site restoration of rights-of-way and adjacent easements. Including re-grading of lines, grades, and cross sections, restoration of disturbed areas, site clean up, sign and fence replacement, etc, as directed by Engineer, Complete in Place.	Ac.	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
5	Hydro-mulch seeding of rights-of-way and sodding of adjacent easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including re-seeding, over-seeding or watering at no separate pay.	Ac.	1	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
6	Placement of reinforced filter fabric fence as directed by Engineer (including installation, maintenance and removal).	L.F.	300	\$4.20	\$1,260.00	\$5.00	\$1,500.00	\$2.00	\$600.00

Attachment: ROA Tenaris Lift Station (1862 : Award Bid - Tenaris Lift Station)

JONES & CARTER, INC.

OWNER: City of Bay City				BID NO. 1		BID NO. 2		BID NO. 3	
PROJECT: Public Facilities to Serve Bay City Tenaris Development - Lift Station				Reddico Construction Company, Inc. 10083 Airport Road Conroe, Texas 77303 936-441-9500		T&C Construction, Ltd. 5411 Killough Street Houston, Texas 77086 281-445-1828		Peltier Brothers Construction, Ltd. 11603 Windfern Houston, Texas 77064 281-894-4949	
DATE: Wednesday, April 8, 2015				TIME : 10:00 AM					
ENGINEER: Jones & Carter, Inc.									
JOB NO. : R0017-0015-03									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
7	Furnish, install and maintain traffic control devices and appurtenances for construction of project, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition), including flagmen, temporary modifications to (and restoration of) of temporary striping, as necessary, Complete in Place.	L.S.	1	\$3,100.00	\$3,100.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
8	Stormwater Pollution Prevention Plan Implementation and Maintenance; including inspections, and reporting for all pollution prevention measures as necessary (payment will be limited to the Contract Duration), Complete in Place.	Mo.	6	\$175.00	\$1,050.00	\$1,000.00	\$6,000.00	\$500.00	\$3,000.00
9	Coordination with American Electric Power and removal of existing overhead power and power pole, and guy wire relocation.	L.S.	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
10	Provide a lift station SCADA monitoring system from City of Bay City SCADA integrator including but not limited to all programming and integration into the existing SCADA system, SCADA Control Panel with PLC, conduit and wiring between SCADA Control Panel and Lift Station Control Panel, Submersible Pressure Transmitter, Antenna Tower, Antenna Cable and Connections.	L.S.	1	\$15,420.00	\$15,420.00	\$15,420.00	\$15,420.00	\$15,420.00	\$15,420.00
11	Construction staking	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	TOTAL BASE BID				\$1,183,930.00		\$1,392,920.00		\$1,488,020.00
	CALENDAR DAYS BID				200		NO BID		270

Attachment: ROA Tenaris Lift Station (1862 : Award Bid - Tenaris Lift Station)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1866)

Meeting: 04/23/15 07:00 PM
Department: Public Works
Category: Bid
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1866

**CONSIDER AND/OR APPROVE AWARDING THE
CONSTRUCTION BID FOR RECOATING THE KATY AVE
ELEVATED STORAGE TANK AND THE GRACE ST GROUND
STORAGE TANK TO THE LOWEST RESPONSIBLE BIDDER.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Chrystal Folse, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

BID TABULATION SHEET

BIDS WERE RECEIVED IN THE OFFICE OF

Grace Street (GST) & Katy Avenue (EST) Recoating 2015

City of Bay City

City of Bay City

Time: 10:00 AM

Public Bid

Job No. R0017-0027-00

Date: 4/22/2015

	BIDDERS							
	Gulf States Protective Coatings, Inc.	Utility Service Co., Inc.	Maguire Iron, Inc.	DSP Industrial, Inc.	Blastco Texas, Inc.			
Bid Security	YES	YES	YES	YES	YES			
Total Base Bid	\$ 456,400.00	\$ 545,080.00 *	\$ 543,000.00	\$ 549,500.00	\$ 585,000.00			
Total Alternate A	\$ 3,000.00	\$ 7,000.00	\$ 18,000.00	\$ 6,500.00	\$ 16,000.00			
Total Alternate B	\$ 3,000.00	\$ 7,000.00	\$ 15,500.00	\$ 4,900.00	\$ 10,500.00			
Calendar Days	195	180	240	240	180			
Acknowledge Addendum No. 1	YES	YES	YES	YES	YES			
Acknowledge Addendum No. 2	YES	YES	YES	YES	YES			
Acknowledge Addendum No. 3	YES	YES	YES	YES	YES			

Attachment: Bid Tab Form - Grace and Katy Water Tower Bid Tab Summary (1866 : Award Bid - Water

*Denotes Calculation Error

JONES & CARTER, INC.

OWNER: City of Bay City				BID NO. 1		BID NO. 2		BID NO. 3	
PROJECT: Grace Street (GST) & Katy Avenue (EST) Recoating 2015				Gulf States Protective Coatings, Inc. 201 North 16th Street LaPorte, Texas 77571 (281) 842-7319		Utility Service Co., Inc. 535 Courtney Hodges Blvd. Perry, Georgia 31069 (478) 987-0303		Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, North Dakota 57101 (605) 334-9749	
DATE: Wednesday, April 22, 2015				TIME : 10:00 AM					
ENGINEER: Jones & Carter, Inc.									
JOB NO. : R0017-0027-00									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID									
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount.	L.S.	1	\$23,500.00	\$23,500.00	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00
2	Provide SSPC-10 Surface Preparation for coating on the entire interior of Grace Street 500,000-gallon ground storage tank, complete as specified. (60-ft diameter, 28-ft overall height)	L.S.	1	\$51,000.00	\$51,000.00	\$22,000.00	\$22,000.00	\$34,500.00	\$34,500.00
3	Provide SSPC-7 Surface Preparation for coating on the entire exterior of Grace Street 500,000-gallon ground storage tank, complete as specified. (60-ft diameter, 28-ft overall height)	L.S.	1	\$28,000.00	\$28,000.00	\$10,000.00	\$10,000.00	\$16,500.00	\$16,500.00
4	Provide SSPC-2 Surface Preparation for areas with visible rust on the exterior of Grace Street 500,000-gallon ground storage tank, complete as specified.	L.S.	1	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00
5	Touch up areas of bare metal with spot epoxy primer and epoxy intermediate coat, complete as specified.	L.S.	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00
6	Recoat by spraying the entire interior and exterior of Grace Street 500,000-gallon ground storage tank (60-ft diameter, 28-ft overall height) including shrouding, complete as specified.	L.S.	1	\$75,000.00	\$75,000.00	\$89,000.00	\$89,000.00	\$90,000.00	\$90,000.00
7	Provide SSPC-10 Surface Preparation for coating on the entire interior of Katy Avenue 500,000-gallon elevated storage tank with lead exceeding a 1% content including lead abatement, complete as specified. (30-ft diameter, 30-ft head range, 130-ft overall height)	L.S.	1	\$45,000.00	\$45,000.00	\$28,000.00	\$28,000.00	\$39,500.00	\$39,500.00
8	Provide SSPC-6 Surface Preparation for coating on the entire exterior of Katy Avenue 500,000-gallon elevated storage tank with lead exceeding a 1% content including lead abatement, complete as specified. (30-ft diameter, 30-ft head range, 130-ft overall height)	L.S.	1	\$113,000.00	\$113,000.00	\$98,000.00	\$98,000.00	\$102,000.00	\$102,000.00
9	Recoat by spraying the entire interior and exterior of Katy Avenue 500,000-gallon elevated storage tank (30-ft diameter, 30-ft head range, 130-ft overall height) including shrouding, complete as specified.	L.S.	1	\$73,000.00	\$73,000.00	\$224,000.00	\$224,000.00	\$174,900.00	\$174,900.00
10	Remove and replace standard 20-inch roof vent, complete in place.	EA.	2	\$4,000.00	\$8,000.00	\$3,700.00	\$7,400.00	\$4,800.00	\$9,600.00

Attachment: 20150423 - Bid Tabulation Detail (1866 : Award Bid - Water Tanks)

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Grace Street (GST) & Katy Avenue (EST) Recoating 2015 DATE: Wednesday, April 22, 2015 ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0027-00				BID NO. 1 Gulf States Protective Coatings, Inc. 201 North 16th Street LaPorte, Texas 77571 (281) 842-7319		BID NO. 2 Utility Service Co., Inc. 535 Courtney Hodges Blvd. Perry, Georgia 31069 (478) 987-0303		BID NO. 3 Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, North Dakota 57101 (605) 334-9749	
TIME : 10:00 AM									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
11	Remove and replace top 10-foot of interior ladder from Grace Street ground storage tank, complete in place.	L.S.	1	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,800.00	\$1,800.00
12	Repair level target on Grace Street ground storage tank, complete in place	L.S.	1	\$2,800.00	\$2,800.00	\$1,700.00	\$1,700.00	\$2,500.00	\$2,500.00
13	Remove and replace safety climb of Katy Avenue elevated storage tank, complete in place.	L.S.	1	\$2,250.00	\$2,250.00	\$1,500.00	\$1,500.00	\$5,800.00	\$5,800.00
14	Remove and replace upper riser rods of Katy Avenue elevated storage tank, complete in place.	EA.	8	\$2,000.00	\$16,000.00	\$2,450.00	\$19,600.00	\$1,500.00	\$12,000.00
15	Seal weld 4"x4"x1/4" thick steel plates, as directed by Engineer.	EA.	40	\$75.00	\$3,000.00	\$112.00	\$4,480.00	\$250.00	\$10,000.00
16	Remove existing and install new conduit, new wire, and FAA light on Katy Avenue EST, complete in place.	L.S.	1	\$6,850.00	\$6,850.00	\$10,200.00	\$10,200.00	\$7,900.00	\$7,900.00
17	Remove existing 12"x18" access on standpipe and provide and install new 30" manway at Katy Avenue EST standpipe, complete in place.	L.S.	1	\$6,500.00	\$6,500.00	\$4,800.00	\$4,800.00	\$8,500.00	\$8,500.00
TOTAL BASE BID					\$456,400.00		\$545,080.00 *		\$543,000.00
ALTERNATE A									
A1.	Provide SSPC-7 Surface Preparation for coating on the entire exterior of Grace Street water plant above ground piping.	L.S.	1	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00
A2.	Provide SSPC-3 Surface Preparation for coating on the entire exterior of Grace Street water plant pumps and motors.	L.S.	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
A3.	Recoat by spraying the entire exterior of Grace Street water plant pumps, motors, and above ground piping, complete as specified.	L.S.	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
TOTAL ALTERNATE A					\$3,000.00		\$7,000.00		\$18,000.00

Attachment: 20150423 - Bid Tabulation Detail (1866 : Award Bid - Water Tanks)

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Grace Street (GST) & Katy Avenue (EST) Recoating 2015 DATE: Wednesday, April 22, 2015 ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0027-00				BID NO. 1 Gulf States Protective Coatings, Inc. 201 North 16th Street LaPorte, Texas 77571 (281) 842-7319		BID NO. 2 Utility Service Co., Inc. 535 Courtney Hodges Blvd. Perry, Georgia 31069 (478) 987-0303		BID NO. 3 Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, North Dakota 57101 (605) 334-9749	
TIME : 10:00 AM									
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
ALTERNATE B									
B1.	Provide SSPC-7 Surface Preparation for coating on the entire exterior of Katy Avenue water plant above ground piping.	L.S.	1	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
B2.	Provide SSPC-3 Surface Preparation for coating on the entire exterior of Katy Avenue water plant pumps and motors.	L.S.	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
B3.	Recoat by spraying the entire exterior of Katy Avenue water plant pumps, motors, and above ground piping, complete as specified.	L.S.	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00
TOTAL ALTERNATE B					\$3,000.00		\$7,000.00		\$15,500.00
TOTAL BASE BID + ALTERNATE A + ALTERNATE B					\$462,400.00		\$559,080.00		\$576,500.00
CALENDAR DAYS BID					195		180		240

* Denotes Calculation Error

Attachment: 20150423 - Bid Tabulation Detail (1866 : Award Bid - Water Tanks)

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Grace Street (GST) & Katy Avenue (EST) Recoating 2015 DATE: Wednesday, April 22, 2015 ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0027-00				BID NO. 4 DSP Industrial, Inc. 1910 Dublin Drive Deer Park, Texas 77536 (281) 932-9380		BID NO. 5 Blastco Texas, Inc. 5514 Easthampton Drive Houston, Texas 77039 (281) 590-3200	
TIME : 10:00 AM							
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID							
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount.	L.S.	1	\$34,000.00	\$34,000.00	\$20,000.00	\$20,000.00
2	Provide SSPC-10 Surface Preparation for coating on the entire interior of Grace Street 500,000-gallon ground storage tank, complete as specified. (60-ft diameter, 28-ft overall height)	L.S.	1	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00
3	Provide SSPC-7 Surface Preparation for coating on the entire exterior of Grace Street 500,000-gallon ground storage tank, complete as specified. (60-ft diameter, 28-ft overall height)	L.S.	1	\$26,000.00	\$26,000.00	\$25,000.00	\$25,000.00
4	Provide SSPC-2 Surface Preparation for areas with visible rust on the exterior of Grace Street 500,000-gallon ground storage tank, complete as specified.	L.S.	1	\$500.00	\$500.00	\$3,500.00	\$3,500.00
5	Touch up areas of bare metal with spot epoxy primer and epoxy intermediate coat, complete as specified.	L.S.	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00
6	Recoat by spraying the entire interior and exterior of Grace Street 500,000-gallon ground storage tank (60-ft diameter, 28-ft overall height) including shrouding, complete as specified.	L.S.	1	\$40,600.00	\$40,600.00	\$50,000.00	\$50,000.00
7	Provide SSPC-10 Surface Preparation for coating on the entire interior of Katy Avenue 500,000-gallon elevated storage tank with lead exceeding a 1% content including lead abatement, complete as specified. (30-ft diameter, 30-ft head range, 130-ft overall height)	L.S.	1	\$80,000.00	\$80,000.00	\$50,000.00	\$50,000.00
8	Provide SSPC-6 Surface Preparation for coating on the entire exterior of Katy Avenue 500,000-gallon elevated storage tank with lead exceeding a 1% content including lead abatement, complete as specified. (30-ft diameter, 30-ft head range, 130-ft overall height)	L.S.	1	\$196,000.00	\$196,000.00	\$170,000.00	\$170,000.00
9	Recoat by spraying the entire interior and exterior of Katy Avenue 500,000-gallon elevated storage tank (30-ft diameter, 30-ft head range, 130-ft overall height) including shrouding, complete as specified.	L.S.	1	\$82,000.00	\$82,000.00	\$165,000.00	\$165,000.00
10	Remove and replace standard 20-inch roof vent, complete in place.	EA.	2	\$2,800.00	\$5,600.00	\$4,500.00	\$9,000.00

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Grace Street (GST) & Katy Avenue (EST) Recoating 2015 DATE: Wednesday, April 22, 2015 ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0027-00				BID NO. 4 DSP Industrial, Inc. 1910 Dublin Drive Deer Park, Texas 77536 (281) 932-9380		BID NO. 5 Blastco Texas, Inc. 5514 Easthampton Drive Houston, Texas 77039 (281) 590-3200	
TIME : 10:00 AM							
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
11	Remove and replace top 10-foot of interior ladder from Grace Street ground storage tank, complete in place.	L.S.	1	\$600.00	\$600.00	\$2,000.00	\$2,000.00
12	Repair level target on Grace Street ground storage tank, complete in place	L.S.	1	\$500.00	\$500.00	\$3,500.00	\$3,500.00
13	Remove and replace safety climb of Katy Avenue elevated storage tank, complete in place.	L.S.	1	\$2,600.00	\$2,600.00	\$5,500.00	\$5,500.00
14	Remove and replace upper riser rods of Katy Avenue elevated storage tank, complete in place.	EA.	8	\$800.00	\$6,400.00	\$1,500.00	\$12,000.00
15	Seal weld 4"x4"x1/4" thick steel plates, as directed by Engineer.	EA.	40	\$80.00	\$3,200.00	\$75.00	\$3,000.00
16	Remove existing and install new conduit, new wire, and FAA light on Katy Avenue EST, complete in place.	L.S.	1	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00
17	Remove existing 12"x18" access on standpipe and provide and install new 30" manway at Katy Avenue EST standpipe, complete in place.	L.S.	1	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00
TOTAL BASE BID					\$549,500.00		\$585,000.00
ALTERNATE A							
A1.	Provide SSPC-7 Surface Preparation for coating on the entire exterior of Grace Street water plant above ground piping.	L.S.	1	\$2,800.00	\$2,800.00	\$7,500.00	\$7,500.00
A2.	Provide SSPC-3 Surface Preparation for coating on the entire exterior of Grace Street water plant pumps and motors.	L.S.	1	\$500.00	\$500.00	\$3,500.00	\$3,500.00
A3.	Recoat by spraying the entire exterior of Grace Street water plant pumps, motors, and above ground piping, complete as specified.	L.S.	1	\$3,200.00	\$3,200.00	\$5,000.00	\$5,000.00
TOTAL ALTERNATE A					\$6,500.00		\$16,000.00

Attachment: 20150423 - Bid Tabulation Detail (1866 : Award Bid - Water Tanks)

JONES & CARTER, INC.

OWNER: City of Bay City PROJECT: Grace Street (GST) & Katy Avenue (EST) Recoating 2015 DATE: Wednesday, April 22, 2015 ENGINEER: Jones & Carter, Inc. JOB NO. : R0017-0027-00				BID NO. 4 DSP Industrial, Inc. 1910 Dublin Drive Deer Park, Texas 77536 (281) 932-9380		BID NO. 5 Blastco Texas, Inc. 5514 Easthampton Drive Houston, Texas 77039 (281) 590-3200	
TIME : 10:00 AM							
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
ALTERNATE B							
B1.	Provide SSPC-7 Surface Preparation for coating on the entire exterior of Katy Avenue water plant above ground piping.	L.S.	1	\$1,800.00	\$1,800.00	\$4,500.00	\$4,500.00
B2.	Provide SSPC-3 Surface Preparation for coating on the entire exterior of Katy Avenue water plant pumps and motors.	L.S.	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00
B3.	Recoat by spraying the entire exterior of Katy Avenue water plant pumps, motors, and above ground piping, complete as specified.	L.S.	1	\$2,600.00	\$2,600.00	\$3,500.00	\$3,500.00
	TOTAL ALTERNATE B				\$4,900.00		\$10,500.00
	TOTAL BASE BID + ALTERNATE A + ALTERNATE B				\$560,900.00		\$611,500.00
	CALENDAR DAYS BID				240		180

* Denotes Calculation Error

ROSENBERG	AUSTIN
SAN ANTONIO	DALLAS
THE WOODLANDS	HOUSTON
BRYAN/COLLEGE STATION	BRENNHAM
	GREENSPRING

April 22, 2015

Texas Board of Professional Engineers Registration No. F-439

Mr. Mark A. Bricker, Mayor
City of Bay City
1901 Fifth Street
Bay City, Texas 77414

Re: Construction of Grace Street (GST) and Katy Avenue (EST) Recoating 2015
City of Bay City
Job No. R0017-0027-00

Dear Mr. Bricker:

We received bids for the referenced contract in the offices of the City of Bay City on April 22, 2015 at 10:00 A.M. Bids were publicly opened and read at that time.

Five (5) contractors submitted proposals for this work. A summary tabulation and a detailed tabulation of the bids are enclosed for your review. Gulf States Protective Coating, Inc. submitted the lowest Base Bid proposal in the amount of \$456,400.00

We have worked with Gulf States Protective Coating, Inc. in the past and find them to be an acceptable contractor. We recommend that the referenced contract be awarded to Gulf States Protective Coating, Inc. on the basis of their Base Bid proposal plus Alternate A and Alternate B for a total amount of \$462,400.00, and a contract time of 195 calendar days. Please call should you have any questions.

If you agree with this award, please execute all copies of this letter and return them to our office for further processing.

Sincerely,



Matthew B. Breazeale, P.E.
Division Manager, Municipal Operations

Approved By: _____

Date: _____

MBB\dme

P:\PROJECTS\R0017-0027-00-Gace GST and Katy EST Recoating 2015\Construction\Letters\ROA Katy and Grace Recoating 042215.doc

Enclosures

cc: Gulf States Protective Coating, Inc.



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1865)

Meeting: 04/23/15 07:00 PM
Department: Public Works
Category: Bid
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1865

**CONSIDER AND/OR APPROVE AWARDING THE
CONSTRUCTION BID FOR THE STREET REHAB SEAL COAT
PROJECT TO THE LOWEST RESPONSIBLE BIDDER, JAMES
CONSTRUCTION GROUP, LLC., IN THE AMOUNT OF
\$376,748.25.**

Listed below are the streets included in this project:

1. Ave E
2. Nichols Ave
3. 6th St
4. Helen Ave
5. 3rd St
6. Norvell Ave
7. Waldron Ave
8. Lois St
9. Live Oak Ave

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chrystal Folse, Councilwoman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman



April 15, 2015

Mr. Barry Calhoun
Director of Public Works
City of Bay City
1901 5th St.
Bay City, Texas 77414

Re: 2015 Capital Improvements Project, Seal Coat & Mill & ACP on Various Streets

Dear Barry:

We have reviewed the bid received for the 2015 Capital Improvements Project, Seal Coat & Mill & ACP on Various Streets on April 15, 2015, and offer the following comments:

1. One bid was received as follows:

\$376,748.25 from James Construction Group, LLC, with 60 calendar days to complete the work.

2. \$400,000.00 was the Engineer's estimate, with 30 days to complete.

3. James Construction Group, LLC is located in Richmond, Texas. The crew doing the work was formally known as Silva Construction who has been doing this type of work in the area for several years.

The bid amount from James Construction Group, LLC is approximately 6% under the engineer's estimate. I recommend awarding this project to James Construction Group, LLC from Richmond, Texas, in the amount of \$376,748.25 with 60 days to complete the work. Please let me know if you have any questions or need me to provide any other information.

Sincerely,

A handwritten signature in blue ink that reads 'Blaise H. Dreitner'.

Blaise H. Dreitner, PE
CivilCorp, LLC - Project Manager

PROJECT DATA

5.13.b

NO	STREET NAME	BEGIN LIMITS	END LIMITS	WIDTH	LENGTH	STREET AREA	INTERSECTIONS	TOTAL AREA
				FT	FT	SY	SY	SY
1	AVE E	RR	RUGELEY ST	22	300	733	88	821
1	AVE E	RUGELEY ST	MATTHEWS ST (1)	20	350	778	10	788
1	AVE E	MATTHEWS ST	AUSTIN ST	22	445	1088	20	1108
1	STREET TOTAL				1095	2599	118	2717
2	NICHOLS AVE	GOLDEN AVE	LA VISTA AVE	33	1580	5793	188	5981
2	NICHOLS AVE	LA VISTA AVE	740' N. OF CAREY SMITH BLVD	22	1180	2884	0	2884
2	NICHOLS AVE	740' N. OF CAREY SMITH BLVD	CAREY SMITH BLVD	36	740	2960	31	2991
2	STREET TOTAL				3500	11638	219	11857
3	6TH ST	BEG PVMT W. OF NANCY ST	MOORE AVE	22	1815	4437	362	4799
3	STREET TOTAL				1815	4437	362	4799
4	HELEN AVE	7TH ST	6TH ST	33	340	1247	40	1287
4	HELEN AVE	6TH ST	5TH ST	24	360	960	104	1064
4	HELEN AVE	5TH ST	END PVMT S. OF 3RD ST	22	900	2200	176	2376
4	STREET TOTAL				1600	4407	320	4727
5	3RD ST	END PVMT E. PERSHING ST	SIMS ST	22	1290	3153	230	3383
5	STREET TOTAL				1290	3153	230	3383
6	3RD ST	END PVMT W. OF AVE A	AVE A	22	310	758	8	766
6	STREET TOTAL				310	758	8	766
7	3RD ST	3RD ST	END PVMT E. OF CLOVER ST	22	970	2371	15	2386
7	STREET TOTAL				970	2371	15	2386
8	NORVELL AVE	5TH ST	RR	22	555	1357	44	1401
8	STREET TOTAL				555	1357	44	1401
9	WALDRON AVE	5TH ST	END PVMT S. OF 4TH ST	18	635	1270	88	1358
9	STREET TOTAL				635	1270	88	1358
10	LOIS ST	AVE A	AVE E (2)	22	1455	3557	196	3753
10	STREET TOTAL				1455	3557	196	3753
11	LIVE OAK AVE	GOLDEN AVE	160' S. OF LA MESA ST	26	790	1413	297	1710
11	LIVE OAK AVE	160' S OF LA MESA ST	DEL MONTE ST	33	470	3059	388	3447
11	STREET TOTAL				1260	4472	685	5157
PROJECT TOTAL					14485	40018	2285	42303

- (1) OMIT MATTHEWS ST INTERSECTION
(2) OMIT AVE C INTERSECTION

THE CITY OF
BAY CITY
TEXAS

CivilCor
ENGINEERS • SURVEYORS
4611 E. AIRLINE RD., STE. 300, VICTORIA, TEXAS 77901
TEL: (361)570-7500 FAX: (361)570-7501

**SEAL COAT
& MILL & ACP
ON VARIOUS STREETS**

PROJECT DATA SHEET

SHEET 1 OF 1

Packet Pg. 132

SUMMARY OF QUANTITIES

NO	STREET NAME	150	316		334	340	351	354	666		
		BLADING (FRONT SLOPES)	ASPH (AC-10-2TR OR AC-15P)	AGGR (TY PB, GR 4)	HOT MIX COLD LAID ACP TY D LEVEL-UP	D-GR HMA TY D PG 64-22 (1.5")	FLEX PVMT REPAIR (6")	MILLING (1.5")	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)
			0.32 GAL/SY	120 SY/CY							
		STA	GAL	CY	TON	TON	SY	SY	LF	LF	LF
1	AVE E	3.0	263	7	14						
1	AVE E	3.5	252	7	6						
1	AVE E	4.5	354	9	18						
1	STREET TOTAL	11.0	869	23	38	0	0	0	0	0	0
2	NICHOLS AVE		1914	50	10		10		3160	3160	12
2	NICHOLS AVE	11.8	923	24	20		30		2360	2360	
2	NICHOLS AVE	7.4	957	25	50		10		1480	1480	
2	STREET TOTAL	19.2	3794	99	80	0	50	0	7000	7000	12
3	6TH ST	18.2	1536	40	41						
3	STREET TOTAL	18.2	1536	40	41	0	0	0	0	0	0
4	HELEN AVE		412	11	11		50		680	680	12
4	HELEN AVE	3.6	340	9	9		5				
4	HELEN AVE	9.0	760	20	31		10				
4	STREET TOTAL	12.6	1513	39	51	0	65	0	680	680	12
5	3RD ST	12.9	1083	28			50				
5	STREET TOTAL	12.9	1083	28	0	0	50	0	0	0	0
6	3RD ST	3.1	245	6	6						
6	STREET TOTAL	3.1	245	6	6	0	0	0	0	0	0
7	3RD ST	9.7	764	20	20						
7	STREET TOTAL	10	764	20	20	0	0	0	0	0	0
8	NORVELL AVE	5.6	448	12	12						
8	STREET TOTAL	5.6	448	12	12	0	0	0	0	0	0
9	WALDRON AVE	6.4	435	11	11						
9	STREET TOTAL	6.4	435	11	11	0	0	0	0	0	0
10	LOIS ST	14.6	1201	31	46		150				
10	STREET TOTAL	14.6	1201	31	46	0	150	0	0	0	0
11	LIVE OAK AVE		547	14		213	15	2579	1580	1580	20
11	LIVE OAK AVE		1103	29		174	30	2111	940	940	
11	STREET TOTAL	0.0	1650	43	0	387	45	4690	2520	2520	20
STREETS TOTAL		113.3	13537	353	305	387	360	4690	10200	10200	44
MISCELLANEOUS			1350	35	30	39	36	470	1000	1000	12
PROJECT TOTAL		113.3	14887	388	335	426	396	5160	11200	11200	56



THE CITY OF
BAY CITY
TEXAS

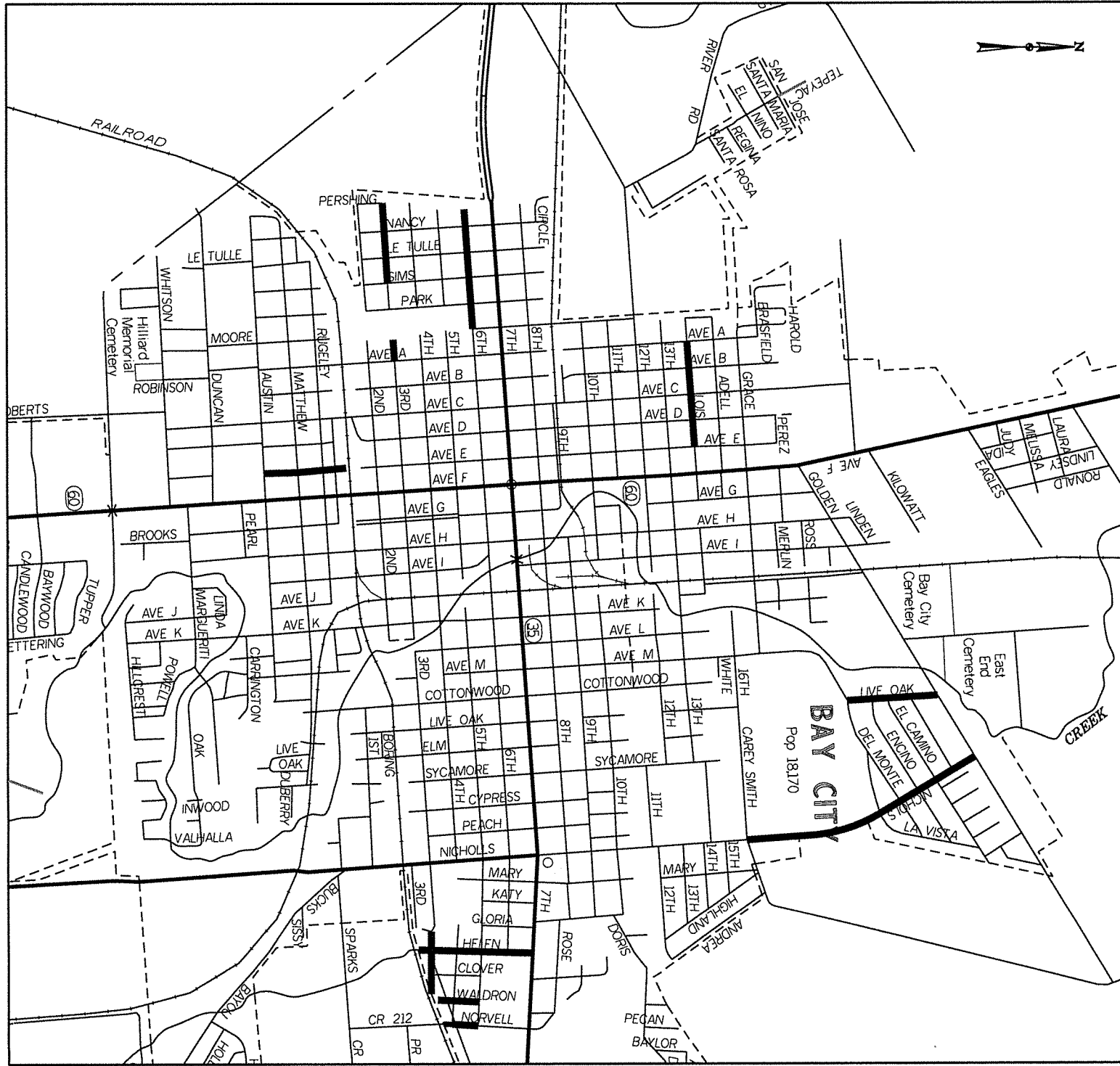


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TEL: (361)570-7500 FAX: (361)570-7501

**SEAL COAT
& MILL & ACP
ON VARIOUS STREETS**

SUMMARY OF QUANTITIES



LEGEND
PROJECT LOCATIONS

CIVILCORP, LLC
FIRM REGISTRATION NUMBER: 102

STATE OF TEXAS
BLAISE H. DREITNER
65843
REGISTERED PROFESSIONAL ENGINEER

NAME: Blaise H. Dreitner
DATE: 3/31/2015

THE CITY OF
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TEXAS

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4611 E. AIRLINE RD., STE. 300, VICTORIA, TEXAS 77901
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SEAL COAT
& MILL & ACP
ON VARIOUS STREETS

PROJECT LAYOUT



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/23/15 07:00 PM
Department: Public Works
Category: Report
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1857 A

DISCUSSION ITEM (ID # 1857)

RECEIVE AND DISCUSS AN UPDATE ON ONGOING PUBLIC WORKS PROJECTS INCLUDING STREET REPAIRS, STREET REHAB PROJECTS, WATER TANKS, TENARIS PROJECTS, DEMOLITION PROJECT, MOS, AND ALL GRANT PROJECTS.

Regular City Council Meeting
April 23, 2015 | 7:00 p.m.

Public Works Project Updates

- **Street Rehab Project – Phase I**
 - Project is substantially complete
 - Change order work for new road to Animal Impound will be finished in May 2015; contractor moving back in on April 20, 2015
- **Street Repairs (Pot Holes)**
 - Street & Bridge crews have been overlaying potholes by blading roads with cold mix asphalt
 - Extremely wet winter exposed a lot of pot holes
 - List of streets overlaid to date is attached
- **Street Rehab Project – Phase II-A – Seal Coat Project**
 - Bid Opening: April 15, 2015
 - Engineer Estimate: \$400,000
 - Actual Amount: \$376,748.25
 - Construction Time: 60 Days
 - Target Construction Start Date: June 2015
 - Target Construction End Date: August 2015
- **Street Rehab Project – Phase II-B – Street Full Depth Reconstruction Project**
 - Met with CivilCorp on Wednesday, April 15, 2015 to discuss street rehab options
 - Current Estimate: \$2 million
 - Target Bid Date: June 2015
 - Target Construction Start Date: August 2015
 - Target Construction End Date: July 2016
- **Water Towers & Tanks**
 - 2nd Pre-Bid Conference: April 15, 2015
 - Bid Opening: April 22, 2015
 - Engineer Estimate: \$350,000
 - Construction Time: 6 Months
 - Target Construction Start Date: June 2015
 - Target Construction End Date: October 2015
- **Tenaris**
 - Water & Phase I Sewer Force Main:
 - Project is substantially complete
 - Contractor, CruzTec, has one remaining punch list item
 - Phase II Sewer Force Main:
 - Bid Opening: April 8, 2015
 - Actual Amount: \$1,085,139.30
 - Construction Time: 300 Days
 - Lift Station:

- Bid Opening: April 8, 2015
- Actual Amount: \$1,183,930
- Construction Time: 200 Days

- Demolition Project (Code Enforcement)

- Pre-Bid Conference: April 24, 2015
- Bid Opening: April 30, 2015
- Estimate: \$40,000
- Construction Time: 3 Months
- Current Demolition List:
 - 1112 Duncan St
 - 1116 Duncan St
 - 2913 Nancy Ave
 - 1101 Ave D
 - 3216 Nolan St

- Dunn Heat Exchangers

- Texas Capital Fund Contribution: \$500,000
- City of Bay City Match Contribution: \$500,000
- Total Grant Budget: \$1,000,000
- Bid Opening: April 8, 2015
- Actual Amount: \$1,264,299.21
- Construction Time: 150 Days

- CP Homes

- Texas Capital Fund Contribution: \$299,000
- City of Bay City Match Contribution: \$299,900
- Total Grant Budget: \$599,800
- Building plans are approved
- Have not received a plat yet
- This project is on hold until CP Homes can secure funding to start construction

- Main Street Pavers

- Pre-Construction Meeting: March 26, 2015
- Actual Amount: \$156,062.32
- Construction Time: 63 Days
- Target Construction Start Date: April 27, 2015
- Target Construction End Date: June 29, 2015

- Matagorda Oil Field Specialties

- Bid Opening: April 8, 2015
- Actual Amount: \$71,925.00
- Construction Time: 45 Days
- Target Construction Start Date: June 1, 2015
- Target Construction End Date: July 15, 2015

Public Works Department

Street & Bridge Division

Street Overlay Locations

8,043.00

	Street Name	Start	End	Area	Length (LF)	Material Used	Date Completed
1	Tepeyac Ave	Old River Rd	Santa Rosa St	Northwest - off 12th St	222.00	Cold Mix Asphalt	1/30/2015
2	Grace St	Ave C	Ave A	Northwest	713.00	Cold Mix Asphalt	1/20/2015
3	Ave E	Grace St	12th	Northwest	1,460.00	Cold Mix Asphalt	3/25/2015
4	Ave G	Grace St	13th	Northeast	1,051.00	Cold Mix Asphalt	3/25/2015
5	10 St	Ave E	Ave D	Northwest	361.00	Cold Mix Asphalt	1/29/2015
6	Park Ave	8th St	7th St (SH35)	Northwest	345.00	Cold Mix Asphalt	3/14/2015
7	Ave A	8th St	7th St (SH35)	Northwest	355.00	Cold Mix Asphalt	3/14/2015
8	Judy St	Ida Ave	Ave F (SH60)	Northeast	314.00	Cold Mix Asphalt	2/13/2015
9	Ida Ave	Melessia St	Judy St	Northeast	373.00	Cold Mix Asphalt	2/13/2015
10	Cypress Ave	10th St	8th St	Northeast	816.00	Cold Mix Asphalt	1/27/2015
11	Thompson Dr	Roberts Rd		Southwest	965.00	Cold Mix Asphalt	4/2/2015
12	Evergreen St	Willow St	Spruce St	Southeast	718.00	Cold Mix Asphalt	3/19/2015
13	Park Ave	2700 Block	2800 Block	Northwest	350.00	Cold Mix Asphalt	4/6/2015



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/23/15 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1815

DISCUSSION ITEM (ID # 1815)

STATUS UPDATE RELATIVE TO THE NILE VALLEY ROAD.

PROJECT - NILE VALLEY ROAD

April 10, 2015 MEETING NOTES

In attendance: Barry Calhoun Marla Jesak Matt Braezeale
Mark Bricker Steven Johnson Dustin Hodges
Bill Cornman

1. Matt presented conceptual repair scope. He will await comments from us on the text and publish the final document in a week or so. In summary, major activities included are:
 - Repair road surface in similar fashion as done previously. i.e saw cut out bad spots, excavate ~ 10"/12", fill, compact, overlay entire road with a layer of new asphalt.
 - Rework minor "S" curves to meet standard for 45 mph design speed (major curve is banked properly & ok).
 - Re-slope (i.e. provide more slope) the west most road approach to the bridge as it's currently too steep for 45 mph (surprisingly, east most road slope is ok).
 - Provide concrete retaining wall at the ROW outside boundaries and re-slope the fill on the approaches on both sides of the road and both sides of the bridge to achieve ~ at least a 3:1 slope. Requires some new fill & compacting.
 - Restripe, resign, etc., etc..

2. Scope estimate for the above in 2015 dollars = a -0% & + 15% estimate with 15% contingency included. Again a SCOPE estimate only that will need to be escalated to the year in which the work is actually done (= at least 3% / year)

	<u>Road Only</u>	<u>Bridge + Approaches</u>
Construction	1,900,000	700,000
Engineering	85,000	92,000
Other Services	<u>45,000</u>	<u>60,000</u>
	2,030,000	852,000

The above is if the project is done in 2 separate phases, which our group did not favor. If done all at once, engineering cost would reduce by 10 - 15 % - but there are some other costs / fees that were not included, so the total cost likely would remain close to the same. So the full blow un-escalated scope estimate becomes:

Low Side	=	\$ 2,900,000
High Side	=	\$ 3,300,000

3. Rough timing for funds approval is estimated as follows:

Engineering & Permitting	- 6 months
Construction	- 6 months
Contingency/float	- <u>3 months</u>
	15 months

This leaves us with the question of how long will it take to get the funding in place to do the project - so we'll easily be at least 2 + years from now to get this done. (escalation factor from now To 2017 =/> 1.06).

4. Action Item - Matt to secure TxDot bridge inspection report history.

5. All other Action Items center around ID'ing the funding source(s), and lay with the City Staff:

- Project current year YE financials
- Determine if Emergency Fund can be dissolved and used for City upgrade projects.
- Develop a pro-forma style spreadsheet showing debt reduction, city street program costs, and possible funding of the Nile Valley Road Repair cost.
- Bottom line, make a recommendation on the best approach to fund this project.

Target to complete the above AI's by ~ end of May – Mid June time frame.

WGC 4/10/2-15

March 27, 2015 MEETING NOTES

In attendance: Barry Calhoun Marla Jesak Charles Kalkomey
 Matt Braezeale Mark Bricker Bill Cornman
 Steven Johnson

1. Agreed the goal is to make an attempt to open the currently barricaded and closed portion of the Nile Valley Road - i.e. from MLK to Rogers Street.

2. Discussed the possibility making a temporary repair to the bridge approaches, with a more permanent solution to come later. This may open the road quicker, but carries with it the need to make the “more permanent solution” with the road open to restricted traffic. Felt it would be better (safer + work quality) to do all the repair work at the same time with the road closed as it is today - so this is the case we will develop further for the time being.
3. Agreed the conceptual repair scope would include:
 - Repairing road surface in similar fashion to what was done on the section from Hwy 35 to MLK - i.e. excavate to some depth at the bad spots, stabilize, fill & compact, and overlay the entire road surface with an asphalt layer.
 - Developing a creative design to address the subsidence on the east and west bridge approaches.
 - Installing new & higher guard rails on the bridge approaches, and bridge itself if necessary - to meet appropriate standards. (Also inspect guarding along the roadway at culvert crossings, etc. to see if they need upgrading).
 - Designing for 50 mph, post for ~ 45 mph.
 - Re-striping, re-lamping, re-signing.

Action Item = Charles, Matt to develop a concise conceptual scope project description to include a scope cost estimate and rough timing (from approval).

Marla to forward recent TxDot bridge inspection report to Charles.

4. Briefly discussed funding options and concluded the City most likely would need to bare the total cost - subject to still open, however, for some creative thinking.

Action Items = Mark to determine if it's possible to somehow apply the Disaster Fund balance (~ \$ 560 M) for project funding.

= Mark to look for available funding within our current financials, which would include conducting a mid-year prediction of our YE GF balance.

5. Next meeting = **Friday, April 10, 9:00 AM in the Municipal Building Conference Room** - agenda will center around reviewing the above action items.

WGC 3/29/2015

AGENDA

March 27, 2015

GOAL = Open the Nile Valley Road from MLK to Rogers Street

1. Agree on what is to be renovated - i.e. at a minimum:
 - Repair road surface bad spots.
 - Make the bridge approaches safe.
 - Re-sign, re-stripe, re-lamp, clean shoulders, etc.
2. Discuss the proper approach to be developed.

- Permanent repair
 - Temporary repair
 - Some combination of the two.
3. Develop conceptual work scope for the approach selected.
Probable action items relative to cost & timing.
 4. Brainstorm funding options & follow up research investigation.
 5. Review action items.
 6. Next meeting planning.

Budget YE 2015 GF predicted fund reserve	= \$ 2,900,000
Current Emergency & Disaster Recovery	= <u>560,000</u>
Fund balance (budget page 37)	

Total	= \$ 3.460,000
-------	----------------

Target GF fund reserve (20%)(12,500,000)	= <u>\$ 2,500,000</u>
--	-----------------------

Possibly available (and still maintain target fund reserve)	= \$ 960,000
---	---------------------

Possible Action Items:

1. Determine if appropriate to use the Emergency & Disaster Recovery Fund to count towards our GF reserve target.
2. Conduct 2015 projected YE analysis to come to an updated predicted YE GF reserve figure.

WGC 3/26/2015



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 04/23/15 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1826

DISCUSSION ITEM (ID # 1826)

**RECEIVE UPDATE ON THE VISION 2040 PLAN AND TAKE
ANY ACTION THAT IS NECESSARY.**