

**July 12, 2016**  
**City Council**  
**Regular Meeting**  
**7:00 p.m.**



**AGENDA**  
City of Dickinson  
**CITY COUNCIL**  
**REGULAR MEETING**

**July 12, 2016**

**NOTICE** is hereby given of a **REGULAR MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, July 12, 2016**, at **7:00 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM:**

Invocation and Pledge of Allegiance.

**ITEM 2.) PROCLAMATIONS AND COUNCIL COMMENTS:**

A.

**ITEM 3.) PUBLIC COMMENTS:** At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, The City Council may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

**ITEM 4.) CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:**

The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests, in which event, the item will be removed from the consent agenda and discussed after the consent agenda.

A. Approval of the Minutes of the Workshop Council Meeting of June 28, 2016.

B. Approval of the Minutes of the Regular Council Meeting of June 28, 2016.

C. Award Of Competitive Sealed Bid #1606-06 For Street Materials To Martin Asphalt Company For Liquid Asphalt CRS 2 And Liquid Asphalt SS1; To Vulcan Materials Company For A. Limestone Base, Grade 1; A. Limestone Base, Grade 2; And Cement Stabilized, Limestone 7% Mix And Cement Stabilized Limestone 7% Mix; Limeco, Inc. For Lime Slurry; And Century Asphalt, Ltd. For Hot-Mix, Cold Lay Asphaltic Material (Class A, Type D); Hot-Mix Asphaltic Concrete Material (Class A Type D); Crushed Concrete Base, Grade 1; Crushed Concrete Base, Grade 2; And Black Base Material.

- D. Resolution Number XXX-2016 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND CENTURY ASPHALT, LTD. FOR STREET MATERIALS (HOT-MIX, COLD LAY ASPHALTIC MATERIAL (CLASS A, TYPE D); HOT-MIX ASPHALTIC CONCRETE MATERIAL (CLASS A TYPE D); CRUSHED CONCRETE BASE, GRADE 1; CRUSHED CONCRETE BASE, GRADE 2; AND BLACK BASE MATERIAL); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- E. Resolution Number XXX-2016 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND LIMECO, INC. FOR STREET MATERIALS (LIME SLURRY); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- F. Resolution Number XXX-2016 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND MARTIN ASPHALT COMPANY FOR STREET MATERIALS (LIQUID ASPHALT CRS 2 AND LIQUID ASPHALT SS1); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- G. Resolution Number XXX-2016 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND VULCAN MATERIALS COMPANY, LLC FOR STREET MATERIALS (A. LIMESTONE BASE, GRADE 1; A. LIMESTONE BASE, GRADE 2; AND CEMENT STABILIZED, LIMESTONE 7% MIX); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

## OLD BUSINESS

**ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Update of Public Works Projects.

- A. Fiscal Year 2015-2016 Street Maintenance Sales Tax Projects [35th Street (East of Kansas Avenue), Nebraska Street, Hollywood Street, Gill Road, Johnson Street, Mariner's Way, Pine Oak Circle].
- B. Bayou Chantilly Outfall Repair Project.
- C. Slope Mowing and Right of Way Mowing Schedule.

**ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2016 – AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NUMBER SUP-16-0372 ALLOWING THE APPLICANT TO USE THE PROPERTY FOR A RESTAURANT THAT SERVES ALCOHOL; SUCH PROPERTY BEING LEGALLY DESCRIBED AS ± 2.001 ACRES IN DICKINSON CROSSING (2006) ABSTRACT 19, LOT A, 2.001 ACRES, MORE COMMONLY KNOWN AS 614 FM 517 WEST, GENERALLY LOCATED SOUTH OF FM 517 AND WEST OF EVERGREEN IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, PRESENTLY ZONED NEIGHBORHOOD COMMERCIAL (“NC”); PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Second of Three Readings)

**ITEM 7.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2016 – AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 2, LAND USE, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE. (Second of Three Readings)

**ITEM 8.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2016 – AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SUBSECTION (a), PERMITTED USES, OF SECTION 18-55, GENERAL COMMERCIAL “GC” DISTRICT, OF ARTICLE IV, ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE

**SUBSECTION (21), HOTELS, MOTELS, ROOMING AND BOARDING HOUSES, AND OTHER LODGING PLACES, AND TO RENUMBER THE REMAINING SUBSECTIONS ACCORDINGLY; REVISING SECTION 18-58, USES REQUIRING SPECIFIC USE PERMIT, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES TO INCLUDE "HOTELS, MOTELS, ROOMING AND BOARDING HOUSES, AND OTHER LODGING PLACES" IN GENERAL COMMERCIAL (GC) ZONING DISTRICT AS ONE OF THE USES THAT MUST OBTAIN A SPECIFIC USE PERMIT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Second of Three Readings)**

- ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2016 – AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF DICKINSON, TEXAS, TO EMBRACE AND INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF DICKINSON, TEXAS, ALL OF THE TERRITORY WITHIN SUCH BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH TERRITORY; MAKING FINDINGS; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE. (Second of Three Readings)

### **NEW BUSINESS**

- ITEM 10.) DISCUSSION AND DIRECTION CONCERNING:** Proposed Purchase Of A KC Cruiser Robot And Supporting Equipment By Dickinson Citizens Police Academy Alumni Association To Be Donated To Dickinson Police Department And Requested Reimbursement To Dickinson Citizens Police Academy Alumni Association Of \$1,000.00 For Such Robot From The Child Safety Fund.
- ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Request from Republic Services for Extension of Deadline to Submit Rate Increase Request for 2017.
- ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Recommendations For Use Of Unassigned General Fund, Fund Balance From FY 2014-2015.

**ITEM 13.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2016 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, CONFIRMING THE NEW APPOINTMENT OF A MEMBER TO THE GALVESTON COUNTY UNITED BOARD OF HEALTH; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AND EFFECTIVE DATE.

**ITEM 14.) EXECUTIVE SESSION:** The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

A. Section 551.071 – Consultation with Attorney regarding pending or contemplated litigation or a matter in which the duty of the City Attorney requires to be discussed in closed meeting.

B. Section 551.072 – Deliberation Regarding Real Property – Discussion Regarding the Purchase, Exchange, Lease or Value of Real Property.

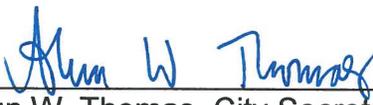
**ITEM 15.) RECONVENE**

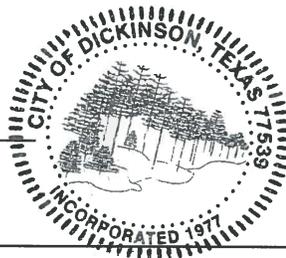
**ITEM 16.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session.

**ITEM 17.) ADJOURN**

### CERTIFICATION

This is to certify that a copy of the Notice of the Regular City Council meeting for **TUESDAY, July 12, 2016**, was posted on the bulletin board at City Hall, 4403 Highway 3, Dickinson, Texas, on this the 7th day of July, 2016, prior to 6:00 p.m.

  
Alun W. Thomas, City Secretary



In compliance with the Americans with Disabilities Act, the City of Dickinson will provide reasonable accommodations for disabled persons attending City Council Meetings. Requests should be received at least 24 hours prior to the scheduled meeting, by contacting the City Secretary's office at 281-337-6217, or by FAX at 281-337-6190.

# **City Council Meeting**

## **CALL TO ORDER**

### **Invocation**

**Given by:** \_\_\_\_\_

### **Pledge of Allegiance**

**Given by:** \_\_\_\_\_

### **Roll Call**

**CITY OF DICKINSON, TEXAS  
CITY COUNCIL MEETING  
ATTENDANCE LIST**

**MEETING DATE July 12, 2016**

**Regular Meeting**

<u><b>MAYOR/COUNCIL</b></u>	<u><b>PRESENT</b></u>	<u><b>ABSENT</b></u>
MAYOR JULIE MASTERS	_____	_____
POS. 1: COUNCILMEMBER CHARLES SUDERMAN	_____	_____
POS. 2: COUNCILMEMBER BRUCE HENDERSON	_____	_____
POS. 3: COUNCILMEMBER WALTER WILSON	_____	_____
POS. 4: COUNCILMEMBER WALLY DEATS	_____	_____
POS. 5: COUNCILMEMBER LOUIS DECKER	_____	_____
POS. 6: COUNCILMEMBER WILLIAM KING	_____	_____
 <b><u>ALSO IN ATTENDANCE:</u></b>		
CITY ATTORNEY David W. Olson	_____	_____
CITY ADMINISTRATOR Julie M. Robinson	_____	_____
City Secretary Alun W. Thomas	_____	_____
Administrative Services Manager Stephanie Russell	_____	_____
Director of Community Dev. Zachary Meadows	_____	_____
Public Works Director Paul Booth	_____	_____
Library Director Vicki McAllister	_____	_____
Fire Marshal Lee Darrow	_____	_____
Police Chief Ron Morales	_____	_____
EMS Director Derek Hunt	_____	_____





Julie Masters, Mayor  
Charles Suderman  
Bruce Henderson  
Walter Wilson

**MINUTES**  
City of Dickinson  
**CITY COUNCIL**  
**SPECIAL WORKSHOP**  
**MEETING**

Wally Deats, Mayor Pro Tem  
Louis Decker  
William H. King III  
Julie M. Robinson, City  
Administrator

**June 28, 2016**

**NOTICE** is hereby given of a **SPECIAL WORKSHOP MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, JUNE 28, 2016, at 6:00 p.m.** at 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM**

Mayor Masters called the meeting to order at 6:07 p.m. City Secretary Alun Thomas called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters and Council Members Bruce Henderson, Louis Decker, Walter Wilson, and William H. King, III. Mayor Pro-Tem Wally Deats and Council Member Charles Suderman were absent. Also present were City Administrator Julie Robinson, City Attorney David Olson, Administrative Services Manager Stephanie Russell, Director of Community Development Zachary Meadows, Director of Public Works Paul Booth, Fire Marshal Lee Darrow, EMS Director Derek Hunt, and Police Captain Melvin Mason.

**ITEM 2.) BRIEFING, DISCUSSION AND DIRECTION CONCERNING: Proposed FY 2016-2017 Vehicle and Equipment Purchases:**

Mayor Julie Masters reversed the order of the discussions.

**C. Police Department & Fire Marshal**

Administrative Services Manager Stephanie Russell presented the proposed vehicle and equipment purchases for FY 2016-2017 for the Police Department and Fire Marshal's Office. Captain Melvin Mason and Fire Marshal Lee Darrow addressed the questions of Council with regard to the vehicles requested for their respective departments. All five proposed purchases will be presented to Dickinson Management District No. 1 for possible inclusion on its budget. It was the direction of the Council to include the proposed vehicles in the FY 2016-2017 budget for the Vehicle Equipment Replacement Fund ("VERF") and request funding for the proposed vehicles for the Police Department and Fire Marshal's Office to Dickinson Management District No. 1.

B. EMS

Mrs. Russell presented the proposed vehicle and equipment purchases for EMS for FY 2016-2017 and proposed splitting the cost of the ambulance, with an equal amount coming from Dickinson Management District No. 1 and unassigned fund balance from the City's General Fund. It was the direction of Council to include the proposed vehicle and equipment in the FY 2016-2017 budget for the VEF and request funding for 50% of the ambulance as well as 100% of the new stretcher and tablets with associated software to Dickinson Management District No. 1.

A. Public Works

Mrs. Russell and Public Works Director Paul Booth presented Council with the proposed vehicle and equipment purchases for Public Works for FY 2016-2017 as outlined in the Agenda Item Data Sheet. Following discussion, it was the direction of the Council to:

- Include a Transfer to the VEF from the FY 2014-2015 unassigned fund balance to fund the requested equipment purchases for the proposed Road Stabilization Program as presented, but wait on the results of the pavement assessment study before making expenditures for those pieces of equipment.
- Include the purchase the requested slope mower from the VEF in a budget amendment for FY 2015-2016 and utilize funds from the FY 2014-2015 unassigned fund balance for the purchase.

**ITEM 3.) ADJOURN**

Council Member King made a motion to adjourn the meeting at 6:59 p.m., and Council Member Henderson seconded the motion.

**VOTE:**

4 AYES (Henderson, Wilson, Decker and King)

0 NAYS

**MOTION PASSED**

**PASSED, APPROVED AND ADOPTED** this the 12th day of July, 2016.

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Julie Masters, Mayor

**ATTEST:**

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Alun W. Thomas, City Secretary

Julie Masters, Mayor  
Charles Suderman  
Bruce Henderson  
Walter Wilson

**MINUTES**  
City of Dickinson  
**CITY COUNCIL**  
**REGULAR MEETING**

Wally Deats, Mayor Pro Tem  
Louis Decker  
William H. King III  
Julie M. Robinson, City  
Administrator

**June 28, 2016**

**NOTICE** is hereby given of a **REGULAR MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, June 28, 2016, at 7:00 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM:**  
Invocation and Pledge of Allegiance.

Mayor Masters called the meeting to order at 7:07 p.m. Council Member King gave the invocation, and Council led the Pledge of Allegiance. City Secretary Alun Thomas called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters and Council Members Bruce Henderson, Louis Decker, Walter Wilson, and William H. King, III. Mayor Pro-Tem Wally Deats and Council Member Charles Suderman were absent. Also present were City Administrator Julie Robinson, City Attorney David Olson, Administrative Services Manager Stephanie Russell, Director of Community Development Zachary Meadows, Director of Public Works Paul Booth, Fire Marshal Lee Darrow and EMS Director Derek Hunt.

**ITEM 2.) PROCLAMATIONS AND COUNCIL COMMENTS:**

Council Comments:

- Welcome and thank you to all attending.
- School is out for the summer, and children are out and active.
- Condolences to the families of the two law enforcement officers who recently died. Everyone is encouraged to pray for the men and women of our armed services, as well as those men and women who serve and protect our cities.
- Parts of the city have lost power in each of the past four electrical storms, and next time Texas-New Mexico Power is at a Council meeting, it should be discussed.
- Condolences to the Jack family for the loss of Joseph Jack, one of the City's Assistant Fire Marshals, who passed away a few days ago.

**ITEM 3.) PUBLIC COMMENTS:** At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, The City Council may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

Rose Marie Maroul, 5500 Luhnig Drive, Dickinson, Texas: Ms. Maroul is concerned about the large volume of trash that one of her neighbors, Ken Armstrong, generates during his parties. Mr. Armstrong lives on Calvert Lane and places his trash near his elderly neighbor's home, making it difficult for his neighbor to safely leave. Last weekend, he had 50-100 bags of trash placed by the curb for collection. Ms. Maroul also has concerns about damage that Mr. Armstrong has caused to infrastructure in the area. She believes he is damaging the street paving, the culverts and the drainage areas, and has knocked over the stop sign on Luhnig Drive.

**ITEM 4.) CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests, in which event, the item will be removed from the consent agenda and discussed after the consent agenda.

- A. Approval of the Minutes of the Workshop Council Meeting of June 14, 2016.
- B. Approval of the Minutes of the Regular Council Meeting of June 14, 2016.

Council Member Wilson made a motion to approve the Consent Agenda. Council Member King seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**  
4 AYES (Wilson, Henderson, Decker and King)  
0 NAYS  
**MOTION PASSED**

### OLD BUSINESS

**ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Update on Activities of Houston-Galveston Area Council.

Council Member King provided an update of the activities of the Houston-Galveston Area Council meeting of June 21, 2016.

## NEW BUSINESS

- ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** An Appeal Of The Building Standards Commission's Order To Demolish The Structure At 2901 46th Street By Jerry D. Armstrong Jr.

Director of Community Development Zachary Meadows presented the appeal to Council and detailed the timeline of events leading up to the appeal. Mr. Armstrong asked Council for the opportunity to bring the structure up to code and make it livable in lieu of demolishing it. Ann Gana, a resident of 2927 46th Street, addressed Council and said that Mr. Armstrong has maintained the property in its current state for years, so he has already had time to bring the structure up to code and did not do it.

Council Member Henderson made a motion to deny the appeal. Council Member King seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

4 AYES (Wilson, Henderson, Decker and King)

0 NAYS

**MOTION PASSED**

- ITEM 7.) PUBLIC HEARING CONCERNING:** Zoning Case SUP-16-0372, A Request For A Specific Use Permit On Approximately 2.001 Acres For A "Restaurant That Serves Alcohol" In The "NC" (Neighborhood Commercial) Zoning District, Legally Described As Dickinson Crossing (2006) Abstract 19, Lot A, 2.001 Acres, Generally Located South Of FM 517 And West Of Evergreen, With The Address Being 614 FM 517 West, Dickinson Texas 77539.

Mayor Masters opened the Public Hearing at 7:26 p.m.

**A. Staff Presentation of Zoning Case**

Director of Community Development Zachary Meadows presented the request for a Specific Use Permit to Council.

**B. Applicant's Statement**

None.

**C. Those In Favor**

None.

**D. Those Opposed**

None.

E. Applicant's Rebuttal

None.

F. Adjourn Public Hearing

Mayor Masters adjourned the Public Hearing at 7:27 p.m.

- ITEM 8.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2016 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NUMBER SUP-16-0372 ALLOWING THE APPLICANT TO USE THE PROPERTY FOR A RESTAURANT THAT SERVES ALCOHOL; SUCH PROPERTY BEING LEGALLY DESCRIBED AS ± 2.001 ACRES IN DICKINSON CROSSING (2006) ABSTRACT 19, LOT A, 2.001 ACRES, MORE COMMONLY KNOWN AS 614 FM 517 WEST, GENERALLY LOCATED SOUTH OF FM 517 AND WEST OF EVERGREEN IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, PRESENTLY ZONED NEIGHBORHOOD COMMERCIAL (“NC”); PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.** (First of Three Readings)

Mayor Masters read the ordinance by caption only. Council Member Wilson made a motion to approve the ordinance on first reading, and Council Member Decker seconded the motion. The applicant addressed the questions of Council pertaining to the proposed alcohol sales. There being no further discussion, Mayor Masters called for the vote.

**VOTE:**

4 AYES (Wilson, Henderson, Decker and King)

0 NAYS

**MOTION PASSED**

- ITEM 9.) PUBLIC HEARING CONCERNING:** Proposed Chapter 2, Land Use, Of The New Comprehensive Plan Of The City of Dickinson.

Mayor Masters opened the Public Hearing at 7:31 p.m.

A. Presentation of Proposed Ordinance.

Director of Community Development Zachary Meadows provided Council with an overview of the changes to the Land Use Chapter as outlined in the agenda cover sheet.

B. Those In Favor.

None.

C. Those Against.

None.

D. Adjourn Public Hearing.

Mayor Masters adjourned the Public Hearing at 7:33 p.m.

**ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2016 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 2, LAND USE, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.** (First of Three Readings)

Mayor Masters read the ordinance by caption only. Council Member King made a motion to approve the ordinance on first reading, and Council Member Henderson seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

4 AYES (Wilson, Henderson, Decker and King)

0 NAYS

**MOTION PASSED**

**ITEM 11.) PUBLIC HEARING CONCERNING:** A Proposed Text Amendment to Subsection (a), Permitted Uses, of Section 18-55, General Commercial "GC" District, Of Article IV, Zoning Districts, Of Chapter 18, Zoning, Of The Code Of Ordinances Of The City Of Dickinson, Texas, To Delete Subsection (21), Hotels, Motels, Rooming And Boarding Houses, And Other Lodging Places, As A Permitted Use And Revising Section 18-58, Uses Requiring Specific Use Permit, Of Article V, Specific Uses, Of Chapter 18, Zoning, Of The Code Of Ordinances To Include "Hotels, Motels, Rooming And Boarding Houses, And Other Lodging Places" In General Commercial (GC) Zoning Districts As One Of The Uses That Must Obtain A Specific Use Permit.

Mayor Masters opened the Public Hearing at 7:34 p.m.

A. Presentation of Proposed Text Amendment.

Director of Community Development Zachary Meadows provided Council with an overview of the proposed text amendment.

B. Those In Favor.

None.

C. Those Against.

None.

D. Adjourn Public Hearing.

Mayor Masters adjourned the Public Hearing at 7:36 p.m.

**ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2016 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SUBSECTION (a), PERMITTED USES, OF SECTION 18-55, GENERAL COMMERCIAL “GC” DISTRICT, OF ARTICLE IV, ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE SUBSECTION (21), HOTELS, MOTELS, ROOMING AND BOARDING HOUSES, AND OTHER LODGING PLACES, AND TO RENUMBER THE REMAINING SUBSECTIONS ACCORDINGLY; REVISING SECTION 18-58, USES REQUIRING SPECIFIC USE PERMIT, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES TO INCLUDE “HOTELS, MOTELS, ROOMING AND BOARDING HOUSES, AND OTHER LODGING PLACES” IN GENERAL COMMERCIAL (GC) ZONING DISTRICT AS ONE OF THE USES THAT MUST OBTAIN A SPECIFIC USE PERMIT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.** (First of Three Readings)

Mayor Masters read the ordinance by caption only. Council Member Henderson made a motion to approve the ordinance on first reading, and Council Member Decker seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

4 AYES (Wilson, Henderson, Decker and King)

0 NAYS

**MOTION PASSED**

- ITEM 13.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2016 – **AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF DICKINSON, TEXAS, TO EMBRACE AND INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF DICKINSON, TEXAS, ALL OF THE TERRITORY WITHIN SUCH BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH TERRITORY; MAKING FINDINGS; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.**  
(First of Three Readings)

Mayor Masters read the ordinance by caption only. Council Member Wilson made a motion to approve the ordinance on first reading, and Council Member King seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

4 AYES (Wilson, Henderson, Decker and King)

0 NAYS

**MOTION PASSED**

- ITEM 14.) BRIEFING, DISCUSSION AND DIRECTION CONCERNING:** Fiscal Year 2016-2017 Proposed Transfer To The City From The Dickinson Economic Development Corporation.

Administrative Services Manager Stephanie Russell presented the proposed transfer to the Council. Council discussed Dickinson Economic Development Corporation's proposal to reduce its funding of the City Administrator's salary from 25% to 15%, and to reduce its funding of the City Secretary's funding from 10% to 0%. City Administrator Julie Robinson and Administrative Services Manager Stephanie Russell addressed the questions of Council. Mrs. Robinson supports the reduction in the funding of the City Secretary, with the understanding that DEDC staff would then have to perform all of the work for packets, agendas, and postings. Mrs. Robinson noted that the City Secretary is the official records manager for the City and that DEDC is required to comply with the City's records management and retention policies, meaning that the City Secretary will still have to be involved with the DEDC. Furthermore, one of the City Secretary's goals for this year is improving records management across all City departments, including DEDC. Mrs. Robinson advised that if the removal of DEDC funding for the City Secretary were granted, any error in the posting of required notices would become the sole responsibility of

DEDC staff. Mayor Masters advised Council that the City Secretary currently has specific duties under the DEDC Bylaws.

It was the consensus of Council that a reduction in Dickinson Economic Development Corporation's funding of the City Secretary is permissible, but not reducing it to zero. Council directed that the funding for the City Secretary position be 5% of salary and benefits.

Mayor Masters recessed the regular meeting at 7:49 p.m.

**ITEM 15.) EXECUTIVE SESSION:** The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

- A. Section 551.071 – Consultation with Attorney regarding pending or contemplated litigation or a matter in which the duty of the City Attorney requires to be discussed in closed meeting.
- B. Section 551.072 – Deliberation Regarding Real Property – Discussion Regarding the Purchase, Exchange, Lease or Value of Real Property.

**ITEM 16.) RECONVENE**

Mayor Masters reconvened the regular meeting at 8:13 p.m.

**ITEM 17.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session.

None.

**ITEM 18.) ADJOURN**

Council Member Wilson made a motion to adjourn the meeting at 8:14 p.m., and Council Member King seconded the motion.

**VOTE:**

4 AYES (Wilson, Henderson, Decker and King)

0 NAYS

**MOTION PASSED**

**PASSED, APPROVED AND ADOPTED** this the 12th day of July, 2016.

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Julie Masters, Mayor

**ATTEST:**

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Alun W. Thomas, City Secretary

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE**      July 12, 2016

<b>TOPIC</b>	<p><b>AWARD OF COMPETITIVE SEALED BID #1606-06 FOR STREET MATERIALS TO MARTIN ASPHALT COMPANY FOR LIQUID ASPHALT CRS 2 AND LIQUID ASPHALT SS1; TO VULCAN MATERIALS COMPANY FOR A. LIMESTONE BASE, GRADE 1; A. LIMESTONE BASE, GRADE 2; AND CEMENT STABILIZED, LIMESTONE 7% MIX AND CEMENT STABILIZED LIMESTONE 7% MIX; LIMECO, INC. FOR LIME SLURRY; AND CENTURY ASPHALT, LTD. FOR HOT-MIX, COLD LAY ASPHALTIC MATERIAL (CLASS A, TYPE D); HOT-MIX ASPHALTIC CONCRETE MATERIAL (CLASS A TYPE D); CRUSHED CONCRETE BASE, GRADE 1; CRUSHED CONCRETE BASE, GRADE 2; AND BLACK BASE MATERIAL.</b></p>
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<b>BACKGROUND</b>	<p>The City of Dickinson opened competitive sealed bids for Street Materials (Competitive Sealed Bid #1606-06) on June 15, 2016 at 10:10 a.m. The City received bids from four companies: Martin Asphalt Company, Vulcan Materials Company, Limeco, Inc., and Century Asphalt, Ltd.</p> <p>Martin Asphalt Company’s bid was the only qualified bid for Liquid Asphalt CRS 2 and Liquid Asphalt SS1. (Line Items 7-8).</p> <p>Vulcan Materials Company, LLC’s was the only qualified bid for A. Limestone Base, Grade 1 (Line Items 9-11); A. Limestone Base, Grade 2; (Line Items 12-14) and Cement Stabilized Limestone 7% Mix (Line Item 24).</p> <p>Limeco, Inc.’s was the only qualified bid for Lime Slurry (Line Item 27). The City has worked with Limeco for several years and believes the current bid is consistent with previous pricing.</p> <p>Century Asphalt, Ltd.’s was the only qualified bid for Hot-Mix, Cold Lay Asphaltic Material (Class A, Type D) (Line Item 1); Hot-Mix Asphaltic Concrete Material (Class A Type D) (Line Item 2); Crushed Concrete Base, Grade 1 (Line Items 15-17); Crushed Concrete Base, Grade 2 (Line Items 18-20); and Black Base Material (Line Item 29). The City has worked with Century Asphalt for several years and believes the current bid is consistent with previous pricing.</p> <p>The City did not receive any bids for Concrete (Line Items 3-6), Sharp Sand (Line Item 21), Sack Cement (Line Item 22-23),</p>
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**ACTIONS TAKEN**

<p><b>APPROVAL</b> <input type="checkbox"/> YES   <input type="checkbox"/> NO</p>	<p><b>READINGS PASSED</b> <input type="checkbox"/> 1<sup>st</sup>   <input type="checkbox"/> 2<sup>nd</sup>   <input type="checkbox"/> 3<sup>rd</sup></p>	<p><b>OTHER</b></p>
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**Dickinson City Council  
Agenda Item Data Sheet**

Cement Stabilized Rock and Sand (Line Items 25-26), and Slurry Cement (Line Item 28). Fortunately, there is not an immediate need for these items, as they are rarely used. Therefore, procurement of these items will be addressed on a case by case basis should staff have a need for any of them in the future.

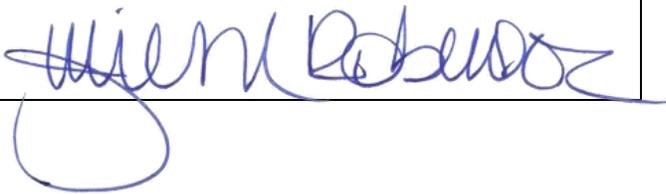
**RECOMMENDATION** Staff recommends that Council award Competitive Sealed Bid #1606-06 for the Annual Contract for Street Materials to Martin Asphalt Company, Vulcan Materials Company, Limeco, Inc., and Century Asphalt, Ltd. as outlined above.

**ATTACHMENTS**

- Copy of Competitive Sealed Bid #1606-06 Annual Contract for Street Materials
- Copy of Bid Tabulation Sheet for CSB #1606-06 Annual Contract for Street Materials

**FUNDING ISSUES**

Not applicable  
 Not budgeted  
 Full Amount already budgeted.  
 Funds to be transferred from Acct.#                      -                      -

<p><b>SUBMITTING STAFF MEMBER</b></p> <p>Stephanie Russell, Administrative Services Manager</p>	<p><b>CITY ADMINISTRATOR APPROVAL</b></p> 
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>

**DIVIDER PAGE**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**



**BID OPENING DATE:  
Wednesday, JUNE 15, 2016**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

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- Schedule Summary
- Invitation to Bid
- Instructions to Bidders
- General Conditions of the Bidding
- City of Dickinson Contractor Insurance Requirements
- Supplemental Information / Minority/Woman-Owned Business Participation
- Bid Form
- Supplemental Information
- Conflict of Interest Questionnaire
- Form Contract
- Bidder Reminder List

**CITY OF DICKINSON  
 COMPETITIVE SEALED BID #1606-06  
 ANNUAL CONTRACT FOR STREET MATERIALS**

**SCHEDULE SUMMARY**

**BID OPENING DATE:  
 June 15, 2016**

Wednesday	June 1, 2016	Bid Documents Released and 1 <sup>st</sup> Legal Advertising for Bid
Wednesday	June 8, 2016 9:30 am	2 <sup>nd</sup> Legal Advertising for Bid Pre-Submittal Conference (Non-Mandatory)
Friday	June 10, 2016 10:30 am	Last day for inquiries and clarifications
<b>Wednesday</b>	<b>June 15, 2016 10:00 am  10:10 am</b>	<b>Deadline for Submission of Bids  Opening of Bids</b>
Tuesday	June 28, 2016	City Council Award Bid and Approval of Contract(s)

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INVITATION TO BID**

The City of Dickinson is accepting Competitive Sealed Bids for an annual contract for Street Materials.

**BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JUNE 15, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JUNE 15, 2016 AT 10:10 A.M.**

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us) or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 9:30 a.m. on Wednesday, June 8, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas.

All bids submitted for City consideration must include two (2) originals and two (2) copies, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1606-06, Annual Contract For Street Materials", Attention: City Secretary, and must contain the name of the company submitting the bid.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of sixty (60) days from the date bids are opened.

1<sup>st</sup> Advertisement: Galveston Daily News, June 1, 2016

2<sup>nd</sup> Advertisement: Galveston Daily News, June 8, 2016

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INSTRUCTIONS TO BIDDERS**

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.**

**1. BIDS, PREPARATION AND SUBMITTAL**

Bidders must utilize the Bid Form and must submit two (2) originals and two (2) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery and spread fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Form Street Materials Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

**2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

**3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid

not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

## **5. SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

## **6. BID ALTERATION/WITHDRAWAL**

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

## **7. DISQUALIFICATIONS OF BIDDERS**

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

## **8. BID OPENINGS**

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

## **9. BASIS OF AWARD**

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Dickinson reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

## **10. BID TABULATION**

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us).

## **11. PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**GENERAL CONDITIONS OF BIDDING**

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

**BIDDING**

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
6. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
7. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

8. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
9. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
10. CHANGE ORDERS: No oral statement of 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 City.
11. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services Manager, by telephone (281) 337-8839 or e-mail [srussell@ci.dickinson.tx.us](mailto:srussell@ci.dickinson.tx.us). **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

## **PERFORMANCE**

12. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
13. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
14. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
15. TESTING: An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
16. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

17. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. ETHICS: The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

### **PURCHASE ORDERS AND PAYMENT**

20. PURCHASE ORDERS: A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
21. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
22. APPROPRIATION CLAUSE: The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
23. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
24. PAYMENT TERMS: Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.
25. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Dickinson, Finance Department, 4403 Highway 3, Dickinson, Texas 77539.

### **CONTRACT**

26. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
27. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Galveston County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into

an Interlocal Agreement for purchasing.

28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

35. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.
37. **FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
40. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

## CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

### Type of Contract Special Events

### Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

### Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

### Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

## SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

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2. Name and address of principal place of business, and phone number of your company's majority owner:

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3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

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### MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS  
BID FORM**

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Hot-Mix</b>		<b>Per X X</b>	<b>Per X X</b>
1	Hot-Mix, Cold Laid Asphaltic Concrete, Material (Class A, Type D)		
2	Hotmix Asphaltic Concrete Material (Class A, Type D)		
<b>Concrete</b>		<b>Per Cubic Yard</b>	<b>Per Cubic Yard</b>
3	3500 PSI 5/8 Gravel (A)		
4	3500 PSI 1" Gravel		
5	3500 PSI 1.5" Gravel		
6	Sack 5/8 Gravel		
<b>Liquid Asphalt</b>		<b>Per Gallon</b>	<b>Per Gallon</b>
7	Liquid Asphalt CRS 2		
8	Liquid Asphalt SS 1		
<b>A. Limestone Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
9	100 to 500 Tons		
10	501 to 1,000 Tons		
11	1,001 to 1500 Tons		
<b>A. Limestone Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
12	100 to 500 Tons		
13	501 to 1,000 Tons		
14	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
15	100 to 500 Tons		
16	501 to 1,000 Tons		
17	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
18	100 to 500 Tons		
19	501 to 1,000 Tons		
20	1,001 to 1500 Tons		
<b>Sharp Sand</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
21	Sharp Sand		
<b>Sack Cement</b>		<b>Per Bag</b>	<b>Per Bag</b>
22	Ready-Mix: 80lb Bag		
23	Portland: 90lb Bag		
<b>Cement Stabilized</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
24	Limestone 7% Mix		
25	3/8" Washed River Rock		
26	Sand 1.5 Sack Mix		

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Slurry</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
27	Lime		
28	Cement		
<b>Black Base Material Conforming to TXDOT Specification, Asphalt Treatment Plant Mixed Base</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
29	Black Base Material		

**In submitting this Bid, Bidder represents the following:**

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):  
Addenda: \_\_\_\_\_  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_
- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

**BIDDER:**

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal EID #/SSN #: \_\_\_\_\_

## SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship  YES  NO
2. Partnership  YES  NO
3. Corporation  YES  NO

If company is a sole proprietorship, list the owner's full legal name:

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If company is a partnership, list the partner's full legal name(s):

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If company is a corporation, list the full legal name as listed on the corporate charter:

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Is this firm a minority, or woman-owned business enterprise?

NO  YES If yes, specify () MBE () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?  NO  YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>Date Received:</p>	<p>_____</p>
<p><b>1. Name of person who has a business relationship with the City of Dickinson.</b></p> <p>_____</p>	
<p><b>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3. Name of local government officer with whom filer has employment or other business relationship.</b></p> <p style="text-align: center;">Name of Officer</p> <p>_____</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>A. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>B. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>C. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p>	
<p><b>4.</b></p> <p style="text-align: center;"> <span style="display: inline-block; width: 45%; border-bottom: 1px solid black; margin-bottom: 5px;"></span> <span style="display: inline-block; width: 45%; border-bottom: 1px solid black; margin-bottom: 5px;"></span> </p> <p style="text-align: center;">Signature of person doing business with the government entity                      Date</p>	

**CONFLICT OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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

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

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath.

# CONTRACT FOR STREET MATERIALS

COUNTY OF GALVESTON                    §     **CONTRACT BETWEEN THE**  
   §     **CITY OF DICKINSON, TEXAS**  
   §     **AND \_\_\_\_\_**  
STATE OF TEXAS                           §     **FOR STREET MATERIALS**  
   §     **CSB# 1606-06**

This Contract made this \_\_\_\_\_, 2016, by and between \_\_\_\_\_ (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

## ARTICLE 1. STREET MATERIALS

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated \_\_\_\_\_ (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

## ARTICLE 2. DURATION OF CONTRACT

This Contract shall be in effect from date of final execution through one year.

## ARTICLE 3. PRICE

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

## ARTICLE 4. PAYMENT

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

## **ARTICLE 5. GENERAL PROVISIONS**

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**BIDDER REMINDER LIST:**

**REQUIRED DOCUMENTATION INCLUDED?**

**TWO (2) ORIGINALS AND TWO (2) COPIES INCLUDED?**

**ALL BLANKS COMPLETED ON BID FORM AND OTHER REQUIRED DOCUMENTS?**

**COMPLETED SIGNATURE?**

**DIVIDER PAGE**



**COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**BID OPENING DATE:  
JUNE 15, 2016**

**BID TABULATION SHEET**

**Bids closed at 10:00 A.M. on the 15<sup>th</sup> day of June 2016. Present at the bid opening were: City Secretary Alun Thomas, Assistant to Public Works Director, Alicen Newman and Public Works Director Paul Booth. Bids were opened starting at 10:10 A.M. by City Secretary Alun Thomas, and were as follows:**

<b>Company Name:</b>		<b>Martin Asphalt Co.</b>		<b>Vulcan Materials Co.</b>		<b>LIMECO, INC.</b>		<b>Century Asphalt, Ltd.</b>	
<b>Item #</b>	<b>Description</b>	<b>FOB Dickinson</b>	<b>FOB Plant</b>	<b>FOB Dickinson</b>	<b>FOB Plant</b>	<b>FOB Dickinson</b>	<b>FOB Plant</b>	<b>FOB Dickinson</b>	<b>FOB Plant</b>
<b>HOT-MIX</b>									
1	Hot-Mix, Cold Lay Asphaltic Material (Class A, Type D)	No Bid		No Bid		No Bid		\$85.75	\$77.00
2	Hot-Mix Asphaltic Concrete Material (Class A Type D)	No Bid		No Bid		No Bid		\$63.75	\$55.00
<b>Concrete</b>									
3	3500 PSI 5/8 Gravel (A)	No Bid		No Bid		No Bid		No Bid	
4	3500 PSI 1" Gravel	No Bid		No Bid		No Bid		No Bid	
5	3500 PSI 1.5" Gravel	No Bid		No Bid		No Bid		No Bid	
6	Sack 5/8 Gravel	No Bid		No Bid		No Bid		No Bid	
<b>Liquid Asphalt</b>									
7	Liquid Asphalt CRS 2	\$1.60	\$1.50	No Bid		No Bid		No Bid	
8	Liquid Asphalt SS1	\$1.60	\$1.50	No Bid		No Bid		No Bid	

Company Name:		Martin Asphalt Co.		Vulcan Materials Co.		LIMECO, INC.		Century Asphalt, Ltd.	
Item #	Description	FOB Dickinson	FOB Plant	FOB Dickinson	FOB Plant	FOB Dickinson	FOB Plant	FOB Dickinson	FOB Plant
<b>A. Limestone Base, Grade 1</b>									
9	100-500 Tons	No Bid		\$30.51	\$21.50	No Bid		No Bid	
10	501-1,000 Tons	No Bid		\$30.51	\$21.50	No Bid		No Bid	
11	1,001-1500 Tons	No Bid		\$30.51	\$21.50	No Bid		No Bid	
<b>A. Limestone Base, Grade 2</b>									
12	100-500 Tons	No Bid		\$30.51	\$21.50	No Bid		No Bid	
13	501-1,000 Tons	No Bid		\$30.51	\$21.50	No Bid		No Bid	
14	1,001-1500 Tons	No Bid		\$30.51	\$21.50	No Bid		No Bid	
<b>Crushed Concrete Base, Grade 1</b>									
15	100-500 Tons	No Bid		No Bid		No Bid		\$26.50	\$19.00
16	501-1,000 Tons	No Bid		No Bid		No Bid		\$26.50	\$19.00
17	1,001-1500 Tons	No Bid		No Bid		No Bid		\$26.50	\$19.00
<b>Crushed Concrete Base, Grade 2</b>									
18	100-500 Tons	No Bid		No Bid		No Bid		\$26.50	\$19.00
19	501-1,000 Tons	No Bid		No Bid		No Bid		\$26.50	\$19.00
20	1,001-1500 Tons	No Bid		No Bid		No Bid		\$26.50	\$19.00
<b>Sharp Sand</b>									
21	Sharp Sand	No Bid		No Bid		No Bid		No Bid	
<b>Sack Cement</b>									
22	Ready-Mix 80lb Bag	No Bid		No Bid		No Bid		No Bid	
23	Portland 90lb Bag	No Bid		No Bid		No Bid		No Bid	
<b>Cement Stabilized</b>									
24	Limestone 7% Mix	No Bid		\$47.51	\$38.50	No Bid		No Bid	
25	3/8" Washed River Rock	No Bid		No Bid		No Bid		No Bid	
26	Sand 1.5 Sack Mix	No Bid		No Bid		No Bid		No Bid	

COMPETITIVE SEALED BID # 1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS  
BID OPENING DATE: JUNE 15, 2016

Company Name:		Martin Asphalt Co.		Vulcan Materials Co.		LIMECO, INC.		Century Asphalt, Ltd.	
Item #	Description	FOB Dickinson	FOB Plant	FOB Dickinson	FOB Plant	FOB Dickinson	FOB Plant	FOB Dickinson	FOB Plant
<b>Slurry</b>									
27	Lime	No Bid		No Bid		\$162.00	No Bid		No Bid
28	Cement	No Bid		No Bid		No Bid			No Bid
<b>Black Base Material Conforming to TXDOT specification, Asphalt Treatment Plant Mixed Base</b>									
29	Black Base Material	No Bid		No Bid		No Bid		\$ 61.95	\$53.00

COMPETITIVE SEALED BID # 1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS  
BID OPENING DATE: JUNE 15, 2016

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE**      July 12, 2016

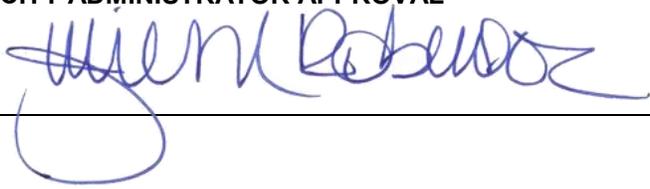
<b>TOPIC</b>	<p>Resolution Number XXX-2016</p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND CENTURY ASPHALT, LTD. FOR STREET MATERIALS (HOT-MIX, COLD LAY ASPHALTIC MATERIAL (CLASS A, TYPE D); HOT-MIX ASPHALTIC CONCRETE MATERIAL (CLASS A TYPE D); CRUSHED CONCRETE BASE, GRADE 1; CRUSHED CONCRETE BASE, GRADE 2; AND BLACK BASE MATERIAL); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.</b></p>
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<b>BACKGROUND</b>	<p>In a previous agenda item, the City Council considered awarding Competitive Sealed Bid No. 1606-06 for Street Materials to Century Asphalt, Ltd. for Hot-Mix, Cold Lay Asphaltic Material (Class A, Type D); Hot-Mix Asphaltic Concrete Material (Class A Type D); Crushed Concrete Base, Grade 1; Crushed Concrete Base, Grade 2; and Black Base Material. In the event that Council makes such award, this agenda item approves the contract with Century Asphalt, Ltd.</p>
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<b>RECOMMENDATION</b>	Staff recommends approval of the Resolution.
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<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>Resolution Number XXX-2016</li> </ul>
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<b>FUNDING ISSUES</b>	<input type="checkbox"/> Not applicable <input type="checkbox"/> Not budgeted <input checked="" type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.#      -      -
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<b>SUBMITTING STAFF MEMBER</b>	<b>CITY ADMINISTRATOR APPROVAL</b>
Stephanie Russell, Administrative Services Manager	

<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>

## RESOLUTION NUMBER XXX-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND CENTURY ASPHALT, LTD. FOR STREET MATERIALS (HOT-MIX, COLD LAY ASPHALTIC MATERIAL (CLASS A, TYPE D); HOT-MIX ASPHALTIC CONCRETE MATERIAL (CLASS A TYPE D); CRUSHED CONCRETE BASE, GRADE 1; CRUSHED CONCRETE BASE, GRADE 2; AND BLACK BASE MATERIAL); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented a proposed Agreement by and between the City of Dickinson, Texas and Century Asphalt, Ltd. for Street Materials wherein Century Asphalt, Ltd. will provide to the City Hot-Mix, Cold Lay Asphaltic Material (Class A, Type D); Hot-Mix Asphaltic Concrete Material (Class A Type D); Crushed Concrete Base, Grade 1; Crushed Concrete Base, Grade 2; and Black Base Material (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement and any and all documents necessary to effectuate such Agreement on behalf of the City of Dickinson.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** on this the 12<sup>th</sup> day of July, 2016.

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Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

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Alun W. Thomas, City Secretary  
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

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David W. Olson, City Attorney  
City of Dickinson, Texas

**EXHIBIT “A”**

**TO**

**RESOLUTION XXX-2016**

**CONTRACT FOR STREET MATERIALS**

COUNTY OF GALVESTON                    §        **CONTRACT BETWEEN THE**  
   §        **CITY OF DICKINSON, TEXAS**  
STATE OF TEXAS                            §        **AND CENTURY ASPHALT, LTD.**  
   §        **FOR STREET MATERIALS**  
   §        **CSB# 1606-06**

**This Contract** made this 12th day of July, 2016, by and between Century Asphalt, Ltd. (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B":

- Hot-Mix, Cold Lay Asphaltic Material (Class A, Type D);
- Hot-mix Asphaltic Concrete Material (Class A Type D);
- Crushed Concrete Base, Grade 1;
- Crushed Concrete Base, Grade 2; and
- Black Base Material Conforming to TXDOT specification, Asphalt Treatment Plant Mixed Base

The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated June 13, 2016 (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

## CONTRACT FOR STREET MATERIALS – Cont'd

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

### ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**CONTRACT FOR STREET MATERIALS – Cont'd**

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**



**BID OPENING DATE:  
Wednesday, JUNE 15, 2016**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

EXHIBIT "A"

**TABLE OF CONTENTS**

- Schedule Summary
- Invitation to Bid
- Instructions to Bidders
- General Conditions of the Bidding
- City of Dickinson Contractor Insurance Requirements
- Supplemental Information / Minority/Woman-Owned Business Participation
- Bid Form
- Supplemental Information
- Conflict of Interest Questionnaire
- Form Contract
- Bidder Reminder List

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**SCHEDULE SUMMARY**

**BID OPENING DATE:  
June 15, 2016**

Wednesday	June 1, 2016	Bid Documents Released and 1 <sup>st</sup> Legal Advertising for Bid
Wednesday	June 8, 2016 9:30 am	2 <sup>nd</sup> Legal Advertising for Bid Pre-Submittal Conference (Non-Mandatory)
Friday	June 10, 2016 10:30 am	Last day for inquiries and clarifications
<b>Wednesday</b>	<b>June 15, 2016 10:00 am  10:10 am</b>	<b>Deadline for Submission of Bids  Opening of Bids</b>
Tuesday	June 28, 2016	City Council Award Bid and Approval of Contract(s)

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INVITATION TO BID**

The City of Dickinson is accepting Competitive Sealed Bids for an annual contract for Street Materials.

**BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JUNE 15, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JUNE 15, 2016 AT 10:10 A.M.**

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us) or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 9:30 a.m. on Wednesday, June 8, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas.

All bids submitted for City consideration must include two (2) originals and two (2) copies, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1606-06, Annual Contract For Street Materials", Attention: City Secretary, and must contain the name of the company submitting the bid.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of sixty (60) days from the date bids are opened.

1<sup>st</sup> Advertisement: Galveston Daily News, June 1, 2016

2<sup>nd</sup> Advertisement: Galveston Daily News, June 8, 2016

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INSTRUCTIONS TO BIDDERS**

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.**

**1. BIDS, PREPARATION AND SUBMITTAL**

Bidders must utilize the Bid Form and must submit two (2) originals and two (2) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery and spread fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Form Street Materials Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

**2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

**3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid

not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

## 5. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

## 6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

## 7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

## 8. BID OPENINGS

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

## 9. BASIS OF AWARD

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Dickinson reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

## **10. BID TABULATION**

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us).

## **11. PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**GENERAL CONDITIONS OF BIDDING**

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

**BIDDING**

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
6. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
7. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

8. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
9. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
10. CHANGE ORDERS: No oral statement of 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 City.
11. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services Manager, by telephone (281) 337-8839 or e-mail [srussell@ci.dickinson.tx.us](mailto:srussell@ci.dickinson.tx.us). **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

## **PERFORMANCE**

12. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
13. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
14. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
15. TESTING: An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
16. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

17. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

### **PURCHASE ORDERS AND PAYMENT**

20. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
21. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
22. **APPROPRIATION CLAUSE:** The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
23. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
24. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.
25. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Dickinson, Finance Department, 4403 Highway 3, Dickinson, Texas 77539.

### **CONTRACT**

26. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
27. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Galveston County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into

an Interlocal Agreement for purchasing.

28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

35. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.
37. FELONY CRIMINAL CONVICTIONS: The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
40. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

**EXHIBIT "A"**

**CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS**

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract  
Special Events

Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

**SUPPLEMENTAL INFORMATION**

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
2. Name and address of principal place of business, and phone number of your company's majority owner:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
3. Name and address of principal place of business, and phone number of your company's ultimate parent company:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS  
BID FORM**

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Hot-Mix</b>		<b>Per X X</b>	<b>Per X X</b>
1	Hot-Mix, Cold Laid Asphaltic Concrete, Material (Class A, Type D)		
2	Hotmix Asphaltic Concrete Material (Class A, Type D)		
<b>Concrete</b>		<b>Per Cubic Yard</b>	<b>Per Cubic Yard</b>
3	3500 PSI 5/8 Gravel (A)		
4	3500 PSI 1" Gravel		
5	3500 PSI 1.5" Gravel		
6	Sack 5/8 Gravel		
<b>Liquid Asphalt</b>		<b>Per Gallon</b>	<b>Per Gallon</b>
7	Liquid Asphalt CRS 2		
8	Liquid Asphalt SS 1		
<b>A. Limestone Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
9	100 to 500 Tons		
10	501 to 1,000 Tons		
11	1,001 to 1500 Tons		
<b>A. Limestone Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
12	100 to 500 Tons		
13	501 to 1,000 Tons		
14	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
15	100 to 500 Tons		
16	501 to 1,000 Tons		
17	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
18	100 to 500 Tons		
19	501 to 1,000 Tons		
20	1,001 to 1500 Tons		
<b>Sharp Sand</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
21	Sharp Sand		
<b>Sack Cement</b>		<b>Per Bag</b>	<b>Per Bag</b>
22	Ready-Mix: 80lb Bag		
23	Portland: 90lb Bag		
<b>Cement Stabilized</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
24	Limestone 7% Mix		
25	3/8" Washed River Rock		
26	Sand 1.5 Sack Mix		

ITEM	DESCRIPTION	EXHIBIT "A"	
		FOB DICKINSON	FOB PLANT
<b>Slurry</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
27	Lime		
28	Cement		
<b>Black Base Material Conforming to TXDOT Specification, Asphalt Treatment Plant Mixed Base</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
29	Black Base Material		

**In submitting this Bid, Bidder represents the following:**

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):  
 Addenda: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_
- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

**BIDDER:**

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal EID #/SSN #: \_\_\_\_\_

# SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship  YES  NO
- 2. Partnership  YES  NO
- 3. Corporation  YES  NO

If company is a sole proprietorship, list the owner's full legal name:

---

If company is a partnership, list the partner's full legal name(s):

---

---

---

---

If company is a corporation, list the full legal name as listed on the corporate charter:

---

Is this firm a minority, or woman-owned business enterprise?

NO  YES If yes, specify () MBE () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?  NO  YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

EXHIBIT "A"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>Date Received:</p>	<p>_____</p>
<p><b>1. Name of person who has a business relationship with the City of Dickinson.</b></p> <p>_____</p>	
<p><b>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3. Name of local government officer with whom filer has employment or other business relationship.</b></p> <p style="text-align: center;">Name of Officer</p> <p>_____</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>A. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>B. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>C. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p>	
<p><b>4.</b></p> <p style="text-align: center;">             _____              Signature of person doing business with the government entity         </p> <p style="text-align: center;">             _____              Date         </p>	

**CONFLICT OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
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**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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

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

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath.

**CONTRACT FOR STREET MATERIALS**

<p><b>COUNTY OF GALVESTON</b></p> <p><b>STATE OF TEXAS</b></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>CONTRACT BETWEEN THE</b></p> <p><b>CITY OF DICKINSON, TEXAS</b></p> <p><b>AND _____</b></p> <p><b>FOR STREET MATERIALS</b></p> <p><b>CSB# 1606-06</b></p>
--	--	---

This Contract made this \_\_\_\_\_, 2016, by and between \_\_\_\_\_ (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated \_\_\_\_\_ (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

## ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**BIDDER REMINDER LIST:**

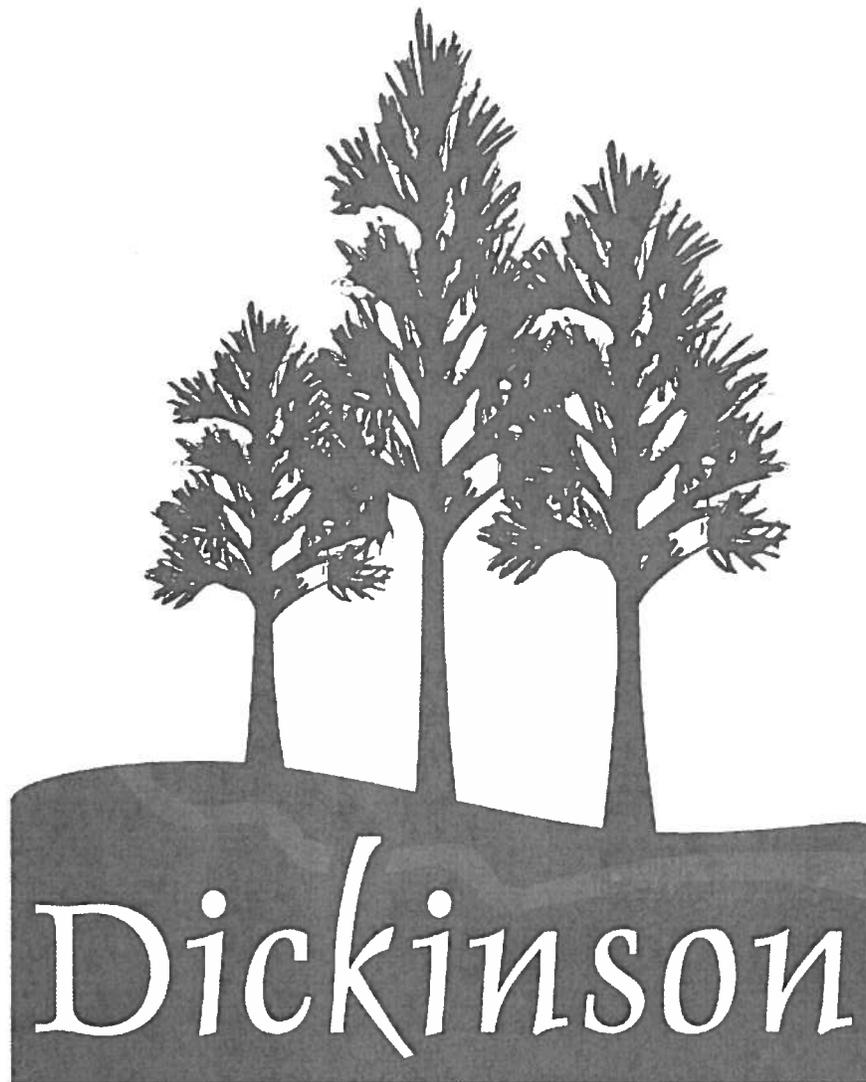
**REQUIRED DOCUMENTATION INCLUDED?**

**TWO (2) ORIGINALS AND TWO (2) COPIES INCLUDED?**

**ALL BLANKS COMPLETED ON BID FORM AND OTHER REQUIRED DOCUMENTS?**

**COMPLETED SIGNATURE?**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**



**BID OPENING DATE:  
Wednesday, JUNE 15, 2016**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**TABLE OF CONTENTS**

- Schedule Summary
- Invitation to Bid
- Instructions to Bidders
- General Conditions of the Bidding
- City of Dickinson Contractor Insurance Requirements
- Supplemental Information / Minority/Woman-Owned Business Participation
- Bid Form
- Supplemental Information
- Conflict of Interest Questionnaire
- Form Contract
- Bidder Reminder List

CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS

SCHEDULE SUMMARY

**BID OPENING DATE:  
June 15, 2016**

Wednesday	June 1, 2016	Bid Documents Released and 1 <sup>st</sup> Legal Advertising for Bid
Wednesday	June 8, 2016 9:30 am	2 <sup>nd</sup> Legal Advertising for Bid Pre-Submittal Conference (Non-Mandatory)
Friday	June 10, 2016 10:30 am	Last day for inquiries and clarifications
Wednesday	June 15, 2016 10:00 am 10:10 am	<b>Deadline for Submission of Bids</b>  <b>Opening of Bids</b>
Tuesday	June 28, 2016	City Council Award Bid and Approval of Contract(s)

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INVITATION TO BID**

The City of Dickinson is accepting Competitive Sealed Bids for an annual contract for Street Materials.

**BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JUNE 15, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JUNE 15, 2016 AT 10:10 A.M.**

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us) or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 9:30 a.m. on Wednesday, June 8, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas.

All bids submitted for City consideration must include two (2) originals and two (2) copies, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1606-06, Annual Contract For Street Materials", Attention: City Secretary, and must contain the name of the company submitting the bid.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of sixty (60) days from the date bids are opened.

1<sup>st</sup> Advertisement: Galveston Daily News, June 1, 2016

2<sup>nd</sup> Advertisement: Galveston Daily News, June 8, 2016

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INSTRUCTIONS TO BIDDERS**

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.**

**1. BIDS, PREPARATION AND SUBMITTAL**

Bidders must utilize the Bid Form and must submit two (2) originals and two (2) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery and spread fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Form Street Materials Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

**2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

**3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid

not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

## **5. SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

## **6. BID ALTERATION/WITHDRAWAL**

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

## **7. DISQUALIFICATIONS OF BIDDERS**

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

## **8. BID OPENINGS**

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

## **9. BASIS OF AWARD**

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Dickinson reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

#### **10. BID TABULATION**

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us).

#### **11. PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**GENERAL CONDITIONS OF BIDDING**

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

**BIDDING**

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
6. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
7. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

8. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
9. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
10. CHANGE ORDERS: No oral statement of 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 City.
11. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services Manager, by telephone (281) 337-8839 or e-mail [srussell@ci.dickinson.tx.us](mailto:srussell@ci.dickinson.tx.us). **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

### PERFORMANCE

12. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
13. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
14. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
15. TESTING: An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
16. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

17. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

### **PURCHASE ORDERS AND PAYMENT**

20. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
21. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
22. **APPROPRIATION CLAUSE:** The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
23. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
24. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.
25. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Dickinson, Finance Department, 4403 Highway 3, Dickinson, Texas 77539.

### **CONTRACT**

26. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
27. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Galveston County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into

an Interlocal Agreement for purchasing.

28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

35. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.
37. FELONY CRIMINAL CONVICTIONS: The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
40. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

## CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

### Type of Contract Special Events

### Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

**SUPPLEMENTAL INFORMATION**

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

- 1. Address and phone number of your principal place of business:  
5303 Navigation, Blvd.  
Houston, TX 77011  
713-292-2868
  
- 2. Name and address of principal place of business, and phone number of your company's majority owner:  
Greg Angel / Gary Angel  
5210 West Rd.  
Baytown, TX 77521  
281-471-6730
  
- 3. Name and address of principal place of business, and phone number of your company's ultimate parent company:  
Angel Brothers Enterprises, Inc.  
5210 West Rd.  
Baytown, TX 77521  
281-471-6730

**MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT
-	-	-
-	-	-
-	-	-

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS  
BID FORM**

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Hot-Mix</b>		<b>Per X X</b>	<b>Per X X</b>
1	Hot-Mix, Cold Laid Asphaltic Concrete, Material (Class A, Type D)	\$85.75 per ton	\$77.00 per ton
2	Hotmix Asphaltic Concrete Material (Class A, Type D)	\$63.75 per ton	\$55.00 per ton
<b>Concrete</b>		<b>Per Cubic Yard</b>	<b>Per Cubic Yard</b>
3	3500 PSI 5/8 Gravel (A)	-	-
4	3500 PSI 1" Gravel	-	-
5	3500 PSI 1.5" Gravel	-	-
6	Sack 5/8 Gravel	-	-
<b>Liquid Asphalt</b>		<b>Per Gallon</b>	<b>Per Gallon</b>
7	Liquid Asphalt CRS 2	-	-
8	Liquid Asphalt SS 1	-	-
<b>A. Limestone Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
9	100 to 500 Tons	-	-
10	501 to 1,000 Tons	-	-
11	1,001 to 1500 Tons	-	-
<b>A. Limestone Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
12	100 to 500 Tons	-	-
13	501 to 1,000 Tons	-	-
14	1,001 to 1500 Tons	-	-
<b>Crushed Concrete Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
15	100 to 500 Tons	\$26.50	\$19.00
16	501 to 1,000 Tons	\$26.50	\$19.00
17	1,001 to 1500 Tons	\$26.50	\$19.00
<b>Crushed Concrete Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
18	100 to 500 Tons	\$26.50	\$19.00
19	501 to 1,000 Tons	\$26.50	\$19.00
20	1,001 to 1500 Tons	\$26.50	\$19.00
<b>Sharp Sand</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
21	Sharp Sand	-	-
<b>Sack Cement</b>		<b>Per Bag</b>	<b>Per Bag</b>
22	Ready-Mix: 80lb Bag	-	-
23	Portland: 90lb Bag	-	-
<b>Cement Stabilized</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
24	Limestone 7% Mix	-	-
25	3/8" Washed River Rock	-	-
26	Sand 1.5 Sack Mix	-	-

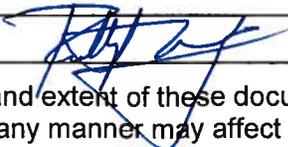
ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Slurry</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
27	Lime	-	-
28	Cement	-	-
<b>Black Base Material Conforming to TXDOT Specification, Asphalt Treatment Plant Mixed Base</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
29	Black Base Material	\$61.95	\$53.00

**In submitting this Bid, Bidder represents the following:**

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):

Addenda: Phillip King

Date: June 13, 2016

Signature: 

- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

**BIDDER:**

Company: Century Asphalt, Ltd. Date: June 13, 2016

Signature: 

Printed Name: Phillip King Title: Vice President

Address: 5303 Navigation Blvd.

City, State & Zip: Houston, TX 77011

Telephone Number: 713-292-2868

Fax: 713-292-2885

E-mail address: pking@centuryasphalt.com

Federal EID #/SSN #: 20-1684066

**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship  YES  NO
- 2. Partnership  YES  NO
- 3. Corporation  YES  NO

If company is a sole proprietorship, list the owner's full legal name:

- \_\_\_\_\_

If company is a partnership, list the partner's full legal name(s):

Greg Angel

Gary Angel

\_\_\_\_\_

\_\_\_\_\_

If company is a corporation, list the full legal name as listed on the corporate charter:

- \_\_\_\_\_

Is this firm a minority, or woman-owned business enterprise?

NO  YES If yes, specify (  ) MBE (  ) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?  NO  YES

If yes, specify governmental agency: - \_\_\_\_\_

Date of certification: - \_\_\_\_\_

CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
		<b>OFFICE USE ONLY</b>
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		Date Received:
<p>1. <b>Name of person who has a business relationship with the City of Dickinson.</b></p> <p>None.</p>		
<p>2. <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. <b>Name of local government officer with whom filer has employment or other business relationship.</b></p> <hr/> <p style="text-align: center;">Name of Officer</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>A. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>B. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>C. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4.</p> <p>_____</p> <p>Signature of person doing business with the government entity</p> <p>_____</p> <p>Date</p>		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number: 2016-68863

Date Filed: 06/10/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Century Asphalt, Ltd. Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dickinson

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

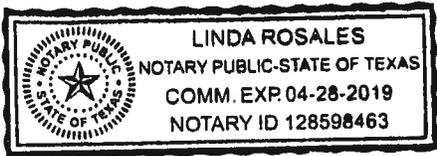
CSB 1606-06 Asphaltic and Concrete Road Materials

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), and Nature of interest (Controlling, Intermediary). Rows include Angel, Greg and Angel, Gary.

5 Check only if there is NO Interested Party. [ ]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity (Phillip King)

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Phillip King, this the 10th day of June 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath (Linda Rosales)

Printed name of officer administering oath (Linda Rosales)

Title of officer administering oath (notary)

**CONTRACT FOR STREET MATERIALS**

<p>COUNTY OF GALVESTON</p> <p>STATE OF TEXAS</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>CONTRACT BETWEEN THE</p> <p>CITY OF DICKINSON, TEXAS</p> <p>AND _____</p> <p>FOR STREET MATERIALS</p> <p>CSB# 1606-06</p>
--	--	--

This Contract made this June 13, 2016, by and between Century Asphalt, Ltd. (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated June 13, 2016 (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

## ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

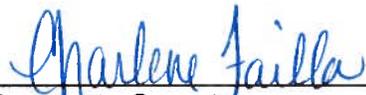
By:  \_\_\_\_\_

Printed Name: Phillip King

Title: Vice President

Date: June 13, 2016

ATTEST:

  
\_\_\_\_\_  
Corporate Secretary

**BIDDER REMINDER LIST:**

**REQUIRED DOCUMENTATION INCLUDED?**

**TWO (2) ORIGINALS AND TWO (2) COPIES INCLUDED?**

**ALL BLANKS COMPLETED ON BID FORM AND OTHER REQUIRED DOCUMENTS?**

**COMPLETED SIGNATURE?**



# CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT "B" OP ID: LM

DATE (MM/DD/YYYY)  
06/10/2016

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

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

<b>PRODUCER</b> BondPro, Inc. 8 Greenway Plaza, Suite 814 Houston, TX 77046 Robert M. Overbey, Jr.	<b>CONTACT NAME:</b> Carol E. Hock <b>PHONE (A/C, No, Ext):</b> 713-355-1000 <b>E-MAIL ADDRESS:</b> carol@bondproinc.com	<b>FAX (A/C, No):</b> 713-355-1001
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Century Asphalt, Ltd Century Terminals, LLC P.O. Box 187 Houston, TX 77001	<b>INSURER A:</b> Charter Oak Fire Ins Co <b>NAIC #</b> 25615	
	<b>INSURER B:</b> Travelers Indemnity Co of Amer <b>25666</b>	
	<b>INSURER C:</b> Axis Surplus Insurance Co <b>26620</b>	
	<b>INSURER D:</b> Hartford Fire Insurance Co <b>19682</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Primary Coverage</b> <input checked="" type="checkbox"/> <b>Contract Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	VTO-CO-5468B079-COF-15	10/01/2015	10/01/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> <b>MCS-90</b> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	VTH-CAP-5468B080-TIA-15	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	X	X	EAU789909-01-2015	10/01/2015	10/01/2016	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b> \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	VTC2K-UB-2G620318-15	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Contractor Equip &amp; Property</b>			61UUMHV2560 PROPERTY DED \$250,000	10/01/2015	10/01/2016	<b>Property</b> <b>23,488,829</b> <b>Leased Eq</b> <b>100,000</b>

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

Certificate Holder is included as Additional Insured (except WC) and Waiver of Subrogation (all lines) as required by contract and pursuant to policy terms. Attached are Endts #CGD6040510, #CGD316111, #CAT3530212, #WC420304

Re: Bid CSB 1606-06

<b>CERTIFICATE HOLDER</b>  CITYDIC  City of Dickinson 4403 SH 3 Dickinson, TX 77539	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert M. Overbey, Jr. 

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## COMMERCIAL GENERAL LIABILITY

Policy #VTO-CO-5468B079-COF-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>A. Aircraft Chartered With Pilot</li> <li>B. Damage To Premises Rented To You</li> <li>C. Increased Supplementary Payments</li> <li>D. Incidental Medical Malpractice</li> <li>E. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</li> <li><u>G.</u> Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li> </ul> | <ul style="list-style-type: none"> <li><u>H.</u> Blanket Additional Insured – Lessors Of Leased Equipment</li> <li><u>I.</u> Blanket Additional Insured – States Or Political Subdivisions – Permits</li> <li>J. Knowledge And Notice Of Occurrence Or Offense</li> <li>K. Unintentional Omission</li> <li><u>L.</u> Blanket Waiver Of Subrogation</li> <li><u>M.</u> Amended Bodily Injury Definition</li> <li>N. Contractual Liability – Railroads</li> </ul> |
|---|---|

**PROVISIONS****A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

**INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

## COMMERCIAL GENERAL LIABILITY

Policy #VTO-CO-5468B079-COF-15

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:
- Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.
- The Damage To Premises Rented To You Limit will be:
- The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
  - \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the DEFINITIONS Section:
- "Premises damage" means "property damage" to:
- Any premises while rented to you or temporarily occupied by you with permission of the owner; or
  - The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.
- C. INCREASED SUPPLEMENTARY PAYMENTS**
- The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:
    - Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:
    - All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- D. INCIDENTAL MEDICAL MALPRACTICE**
- The following is added to the definition of "occurrence" in the DEFINITIONS Section:
- "Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
- The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:
- Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:
- "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
  - First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

Policy #VTO-CO-5468B079-COF-15

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.
- E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**
- The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:
- Coverage under this provision is afforded only:
    - Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;
  - Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.
- F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**
- The following is added to **SECTION II – WHO IS AN INSURED:**
- Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.
- No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

## COMMERCIAL GENERAL LIABILITY

Policy #VTO-CO-5469B079-COF-15

**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

#### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

#### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

## COMMERCIAL GENERAL LIABILITY

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If the Insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

**M. AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

- 3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**N. CONTRACTUAL LIABILITY – RAILROADS**

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part. However, the person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal injury" and as described in Paragraph a), b) or c) below, whichever applies:
  - a) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - i. The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 2010 11 85; or
    - ii. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 2010 10 01 and the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 2037 10 01;
 

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies.
  - b) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of :
    - i. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 2010 07 04 and the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 2037 07 04; or
    - ii. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 2010 and the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 2037, without an edition of such endorsements specified;
 

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies.
  - c) If neither Paragraph a) nor b) above applies:
    - i. The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and
    - ii. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

## COMMERCIAL GENERAL LIABILITY

Policy #VTO-CO-5468B079-COF-15

- i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - i. How, when and where the "occurrence" or offense took place;
    - ii. The names and addresses of any injured persons and witnesses; and
    - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - i. Immediately record the specifics of the claim or "suit" and the date received; and
    - ii. Notify us as soon as practicable.
 

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following definition is added to SECTION V. - DEFINITIONS:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:
- a. After the signing and execution of the contract or agreement by you; and
  - b. While that part of the contract or agreement is in effect.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. BROAD FORM NAMED INSURED</b></p> <p><b>B. BLANKET ADDITIONAL INSURED</b></p> <p><b>C. EMPLOYEE HIRED AUTO</b></p> <p><b>D. EMPLOYEES AS INSURED</b></p> <p><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></p> <p><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></p> <p><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></p> | <p><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></p> <p><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></p> <p><b>J. PERSONAL EFFECTS</b></p> <p><b>K. AIRBAGS</b></p> <p><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></p> <p><b>M. BLANKET WAIVER OF SUBROGATION</b></p> <p><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></p> |
|--|---|

**PROVISIONS****A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## COMMERCIAL AUTO

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2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

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COMMERCIAL AUTO

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

##### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 42 03 04 ( A ) -**

**POLICY NUMBER: VTC2K-UB-2G620318-15**

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**Schedule**

1.  Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be \_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations describe.

4. Advance Premium: \$

DATE OF ISSUE: - -

ST ASSIGN:

**Carol Hock**

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**From:** Chrystal Zink <czink@centuryasphalt.com>  
**Sent:** April 19, 2016 4:11 PM  
**To:** Carol Hock  
**Subject:** COI Request / Harris County Pct# 4

Good afternoon Carol,

Could you send me a current COI for the following jobs, listing Harris County as additional insured?

Harris County  
1001 Preston St., Suite 670  
Houston, TX 77002  
RE: Job No. 15/0077

Harris County  
1001 Preston St., Suite 670  
Houston, TX 77002  
RE: Job No. 15/0078

Harris County  
1001 Preston St., Suite 670  
Houston, TX 77002  
RE: Job No. 15/0079

Thank you

**Chrystal Zink | Sales**



**CenturyAsphalt**

5303 Navigation Blvd.  
Houston, TX 77011  
713.292.2868 (O)  
713.292.2885 (F)  
[czink@centuryasphalt.com](mailto:czink@centuryasphalt.com)  
[www.centuryasphalt.com](http://www.centuryasphalt.com)  
*Equal Opportunity Employer*

**NOTICE:** This communication (including any accompanying document (s) is for the sole use of the intended recipient and may contain confidential information. Unauthorized use, distribution, disclosure or any action taken or omitted to be taken in reliance on this communication is prohibited, and may be unlawful. If you are not the intended recipient, please notify the sender by return e-mail or telephone and permanently delete or destroy all electronic and hard copies of this e-mail. By inadvertent disclosure of this communication CENTURY does not waive confidentiality privilege with respect hereto.

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE**      July 12, 2016

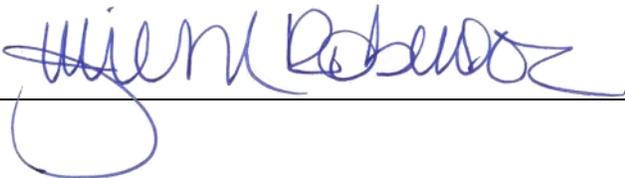
<b>TOPIC</b>	<p>Resolution Number XXX-2016</p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND LIMECO, INC. FOR STREET MATERIALS (LIME SLURRY); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.</b></p>
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<b>BACKGROUND</b>	<p>In a previous agenda item, the City Council considered awarding Competitive Sealed Bid No. 1606-06 for Street Materials to Limeco, Inc. for Lime Slurry. In the event that Council makes such award, this agenda item approves the contract with Limeco, Inc.</p>
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<b>RECOMMENDATION</b>	Staff recommends approval of the Resolution.
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<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Resolution Number XXX-2016</li> </ul>
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<b>FUNDING ISSUES</b>	<input type="checkbox"/> Not applicable <input type="checkbox"/> Not budgeted <input checked="" type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.#                      -                      -
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<b>SUBMITTING STAFF MEMBER</b>	<b>CITY ADMINISTRATOR APPROVAL</b>
Stephanie Russell, Administrative Services Manager	

<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>

**RESOLUTION NUMBER XXX-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND LIMECO, INC. FOR STREET MATERIALS (LIME SLURRY); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented a proposed Agreement by and between the City of Dickinson, Texas and Limeco, Inc. for Street Materials wherein Limeco, Inc. will provide to the City Lime Slurry (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement and any and all documents necessary to effectuate such Agreement on behalf of the City of Dickinson.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** on this the 12<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

\_\_\_\_\_  
David W. Olson, City Attorney  
City of Dickinson, Texas

**EXHIBIT “A”**

**TO**

**RESOLUTION XXX-2016**

**CONTRACT FOR STREET MATERIALS**

COUNTY OF GALVESTON           §       **CONTRACT BETWEEN THE**  
  §       **CITY OF DICKINSON, TEXAS**  
STATE OF TEXAS                 §       **AND LIMECO, INC.**  
  §       **FOR STREET MATERIALS**  
  §       **CSB# 1606-06**

**This Contract** made this 12th day of July, 2016, by and between Limeco, Inc. (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B":

Lime Slurry

The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated June 14, 2016 (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

## CONTRACT FOR STREET MATERIALS – Cont'd

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

### ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**CONTRACT FOR STREET MATERIALS – Cont'd**

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**



**BID OPENING DATE:  
Wednesday, JUNE 15, 2016**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

EXHIBIT "A"

**TABLE OF CONTENTS**

- Schedule Summary
- Invitation to Bid
- Instructions to Bidders
- General Conditions of the Bidding
- City of Dickinson Contractor Insurance Requirements
- Supplemental Information / Minority/Woman-Owned Business Participation
- Bid Form
- Supplemental Information
- Conflict of Interest Questionnaire
- Form Contract
- Bidder Reminder List

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**SCHEDULE SUMMARY**

**BID OPENING DATE:  
June 15, 2016**

Wednesday	June 1, 2016	Bid Documents Released and 1 <sup>st</sup> Legal Advertising for Bid
Wednesday	June 8, 2016 9:30 am	2 <sup>nd</sup> Legal Advertising for Bid Pre-Submittal Conference (Non-Mandatory)
Friday	June 10, 2016 10:30 am	Last day for inquiries and clarifications
<b>Wednesday</b>	<b>June 15, 2016 10:00 am  10:10 am</b>	<b>Deadline for Submission of Bids  Opening of Bids</b>
Tuesday	June 28, 2016	City Council Award Bid and Approval of Contract(s)

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INVITATION TO BID**

The City of Dickinson is accepting Competitive Sealed Bids for an annual contract for Street Materials.

**BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JUNE 15, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JUNE 15, 2016 AT 10:10 A.M.**

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us) or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 9:30 a.m. on Wednesday, June 8, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas.

All bids submitted for City consideration must include two (2) originals and two (2) copies, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1606-06, Annual Contract For Street Materials", Attention: City Secretary, and must contain the name of the company submitting the bid.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of sixty (60) days from the date bids are opened.

1<sup>st</sup> Advertisement: Galveston Daily News, June 1, 2016

2<sup>nd</sup> Advertisement: Galveston Daily News, June 8, 2016

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INSTRUCTIONS TO BIDDERS**

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.**

**1. BIDS, PREPARATION AND SUBMITTAL**

Bidders must utilize the Bid Form and must submit two (2) originals and two (2) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery and spread fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Form Street Materials Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

**2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

**3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid

not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

## 5. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

## 6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

## 7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

## 8. BID OPENINGS

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

## 9. BASIS OF AWARD

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Dickinson reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

## **10. BID TABULATION**

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us).

## **11. PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**GENERAL CONDITIONS OF BIDDING**

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

**BIDDING**

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
6. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
7. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

8. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
9. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
10. CHANGE ORDERS: No oral statement of 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 City.
11. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services Manager, by telephone (281) 337-8839 or e-mail [srussell@ci.dickinson.tx.us](mailto:srussell@ci.dickinson.tx.us). **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

## **PERFORMANCE**

12. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.
- The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
13. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
14. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
15. TESTING: An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
16. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

17. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

### **PURCHASE ORDERS AND PAYMENT**

20. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
21. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
22. **APPROPRIATION CLAUSE:** The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
23. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
24. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.
25. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Dickinson, Finance Department, 4403 Highway 3, Dickinson, Texas 77539.

### **CONTRACT**

26. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
27. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Galveston County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into

an Interlocal Agreement for purchasing.

28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

35. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.
37. FELONY CRIMINAL CONVICTIONS: The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
40. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

**EXHIBIT "A"**

**CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS**

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract  
Special Events

Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

**SUPPLEMENTAL INFORMATION**

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
2. Name and address of principal place of business, and phone number of your company’s majority owner:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
3. Name and address of principal place of business, and phone number of your company’s ultimate parent company:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS  
BID FORM**

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Hot-Mix</b>		<b>Per X X</b>	<b>Per X X</b>
1	Hot-Mix, Cold Laid Asphaltic Concrete, Material (Class A, Type D)		
2	Hotmix Asphaltic Concrete Material (Class A, Type D)		
<b>Concrete</b>		<b>Per Cubic Yard</b>	<b>Per Cubic Yard</b>
3	3500 PSI 5/8 Gravel (A)		
4	3500 PSI 1" Gravel		
5	3500 PSI 1.5" Gravel		
6	Sack 5/8 Gravel		
<b>Liquid Asphalt</b>		<b>Per Gallon</b>	<b>Per Gallon</b>
7	Liquid Asphalt CRS 2		
8	Liquid Asphalt SS 1		
<b>A. Limestone Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
9	100 to 500 Tons		
10	501 to 1,000 Tons		
11	1,001 to 1500 Tons		
<b>A. Limestone Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
12	100 to 500 Tons		
13	501 to 1,000 Tons		
14	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
15	100 to 500 Tons		
16	501 to 1,000 Tons		
17	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
18	100 to 500 Tons		
19	501 to 1,000 Tons		
20	1,001 to 1500 Tons		
<b>Sharp Sand</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
21	Sharp Sand		
<b>Sack Cement</b>		<b>Per Bag</b>	<b>Per Bag</b>
22	Ready-Mix: 80lb Bag		
23	Portland: 90lb Bag		
<b>Cement Stabilized</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
24	Limestone 7% Mix		
25	3/8" Washed River Rock		
26	Sand 1.5 Sack Mix		

		<b>EXHIBIT "A"</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>FOB DICKINSON</b>	<b>FOB PLANT</b>
<b>Slurry</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
27	Lime		
28	Cement		
<b>Black Base Material Conforming to TXDOT Specification, Asphalt Treatment Plant Mixed Base</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
29	Black Base Material		

**In submitting this Bid, Bidder represents the following:**

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):  
 Addenda: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_
- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

**BIDDER:**

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal EID #/SSN #: \_\_\_\_\_

# SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship     YES     NO
- 2. Partnership             YES     NO
- 3. Corporation             YES     NO

If company is a sole proprietorship, list the owner's full legal name:

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If company is a partnership, list the partner's full legal name(s):

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---

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If company is a corporation, list the full legal name as listed on the corporate charter:

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Is this firm a minority, or woman-owned business enterprise?

NO     YES    If yes, specify () MBE    () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?     NO     YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_



**CONFLICT OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
---	------------------------

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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

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

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath.

**CONTRACT FOR STREET MATERIALS**

<p><b>COUNTY OF GALVESTON</b></p> <p><b>STATE OF TEXAS</b></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>CONTRACT BETWEEN THE</b></p> <p><b>CITY OF DICKINSON, TEXAS</b></p> <p><b>AND _____</b></p> <p><b>FOR STREET MATERIALS</b></p> <p><b>CSB# 1606-06</b></p>
--	--	---

**This Contract** made this \_\_\_\_\_, 2016, by and between \_\_\_\_\_ (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated \_\_\_\_\_ (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

## ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**BIDDER REMINDER LIST:**

**REQUIRED DOCUMENTATION INCLUDED?**

**TWO (2) ORIGINALS AND TWO (2) COPIES INCLUDED?**

**ALL BLANKS COMPLETED ON BID FORM AND OTHER REQUIRED DOCUMENTS?**

**COMPLETED SIGNATURE?**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**



**BID OPENING DATE:  
Wednesday, JUNE 15, 2016**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

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- Schedule Summary
- Invitation to Bid
- Instructions to Bidders
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- Bid Form
- Supplemental Information
- Conflict of Interest Questionnaire
- Form Contract
- Bidder Reminder List

CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS

SCHEDULE SUMMARY

**BID OPENING DATE:  
June 15, 2016**

Wednesday	June 1, 2016	Bid Documents Released and 1 <sup>st</sup> Legal Advertising for Bid
Wednesday	June 8, 2016 9:30 am	2 <sup>nd</sup> Legal Advertising for Bid Pre-Submittal Conference (Non-Mandatory)
Friday	June 10, 2016 10:30 am	Last day for inquiries and clarifications
Wednesday	June 15, 2016 10:00 am  10:10 am	<b>Deadline for Submission of Bids</b>  <b>Opening of Bids</b>
Tuesday	June 28, 2016	City Council Award Bid and Approval of Contract(s)

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INVITATION TO BID**

The City of Dickinson is accepting Competitive Sealed Bids for an annual contract for Street Materials.

**BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JUNE 15, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JUNE 15, 2016 AT 10:10 A.M.**

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us) or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 9:30 a.m. on Wednesday, June 8, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas.

All bids submitted for City consideration must include two (2) originals and two (2) copies, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1606-06, Annual Contract For Street Materials", Attention: City Secretary, and must contain the name of the company submitting the bid.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of sixty (60) days from the date bids are opened.

1<sup>st</sup> Advertisement: Galveston Daily News, June 1, 2016

2<sup>nd</sup> Advertisement: Galveston Daily News, June 8, 2016

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INSTRUCTIONS TO BIDDERS**

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.**

**1. BIDS, PREPARATION AND SUBMITTAL**

Bidders must utilize the Bid Form and must submit two (2) originals and two (2) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery and spread fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Form Street Materials Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

**2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

**3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid

not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

## **5. SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

## **6. BID ALTERATION/WITHDRAWAL**

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

## **7. DISQUALIFICATIONS OF BIDDERS**

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

## **8. BID OPENINGS**

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

## **9. BASIS OF AWARD**

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Dickinson reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

#### **10. BID TABULATION**

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us).

#### **11. PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**GENERAL CONDITIONS OF BIDDING**

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

**BIDDING**

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
6. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
7. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

8. **CORRESPONDENCE:** This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
9. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
10. **CHANGE ORDERS:** No oral statement of 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 City.
11. **INQUIRIES:** Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services Manager, by telephone (281) 337-8839 or e-mail russell@ci.dickinson.tx.us. **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

### PERFORMANCE

12. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
13. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
14. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
15. **TESTING:** An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
16. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

17. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

### **PURCHASE ORDERS AND PAYMENT**

20. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
21. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
22. **APPROPRIATION CLAUSE:** The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
23. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
24. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.
25. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Dickinson, Finance Department, 4403 Highway 3, Dickinson, Texas 77539.

### **CONTRACT**

26. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
27. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Galveston County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into

an Interlocal Agreement for purchasing.

28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

35. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.
37. **FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
40. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

**CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS**

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract  
Special Events

Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage  
 Statutory Workers compensation insurance as required by state law  
 (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.  
 (If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars  
 (If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.  
 (If size or scope of project warrant)  
 Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

**SUPPLEMENTAL INFORMATION**

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

- 1. Address and phone number of your principal place of business:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
- 2. Name and address of principal place of business, and phone number of your company's majority owner:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
- 3. Name and address of principal place of business, and phone number of your company's ultimate parent company:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS  
BID FORM**

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Hot-Mix</b>		<b>Per X X</b>	<b>Per X X</b>
1	Hot-Mix, Cold Laid Asphaltic Concrete, Material (Class A, Type D)		
2	Hotmix Asphaltic Concrete Material (Class A, Type D)		
<b>Concrete</b>		<b>Per Cubic Yard</b>	<b>Per Cubic Yard</b>
3	3500 PSI 5/8 Gravel (A)		
4	3500 PSI 1" Gravel		
5	3500 PSI 1.5" Gravel		
6	Sack 5/8 Gravel		
<b>Liquid Asphalt</b>		<b>Per Gallon</b>	<b>Per Gallon</b>
7	Liquid Asphalt CRS 2		
8	Liquid Asphalt SS 1		
<b>A. Limestone Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
9	100 to 500 Tons		
10	501 to 1,000 Tons		
11	1,001 to 1500 Tons		
<b>A. Limestone Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
12	100 to 500 Tons		
13	501 to 1,000 Tons		
14	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
15	100 to 500 Tons		
16	501 to 1,000 Tons		
17	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
18	100 to 500 Tons		
19	501 to 1,000 Tons		
20	1,001 to 1500 Tons		
<b>Sharp Sand</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
21	Sharp Sand		
<b>Sack Cement</b>		<b>Per Bag</b>	<b>Per Bag</b>
22	Ready-Mix: 80lb Bag		
23	Portland: 90lb Bag		
<b>Cement Stabilized</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
24	Limestone 7% Mix		
25	3/8" Washed River Rock		
26	Sand 1.5 Sack Mix		

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Slurry</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
27	Lime	\$162.00	
28	Cement		
<b>Black Base Material Conforming to TXDOT Specification, Asphalt Treatment Plant Mixed Base</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
29	Black Base Material		

**In submitting this Bid, Bidder represents the following:**

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):

Addenda: 0 Addenda's

Date: 6/14/2016

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

- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

**BIDDER:**

Company: Limeco, Inc

Date: 06/14/2016

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

Printed Name: Scott A. Clark

Title: President

Address: P.O. Box 2435

City, State & Zip: Pearland, TX 77588

Telephone Number: (281) 482-4900

Fax: (281) 482-4903

E-mail address: ldixon@limecoinc.com

Federal EID #/SSN #: 74-1905203

**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship     YES     NO
- 2. Partnership             YES     NO
- 3. Corporation             YES     NO

If company is a sole proprietorship, list the owner's full legal name:

\_\_\_\_\_

If company is a partnership, list the partner's full legal name(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If company is a corporation, list the full legal name as listed on the corporate charter:

\_\_\_\_\_

Is this firm a minority, or woman-owned business enterprise?

NO     YES    If yes, specify () MBE    () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?     NO     YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
		<b>OFFICE USE ONLY</b>
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		Date Received:
<p>1. <b>Name of person who has a business relationship with the City of Dickinson.</b></p>		
<p>2. <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. <b>Name of local government officer with whom filer has employment or other business relationship.</b></p> <hr/> <p align="center">Name of Officer</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?  Yes _____ No _____</p> <p>A. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?  Yes _____ No _____</p> <p>B. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  Yes _____ No _____</p> <p>C. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4.</p> <p>_____ Signature of person doing business with the government entity</p> <p>_____ Date</p>		

FORM 1295

CONFLICT OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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

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

5 Check only, if there is NO interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY SIGNATURE / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath.

**CONTRACT FOR STREET MATERIALS**

<p>COUNTY OF GALVESTON</p> <p>STATE OF TEXAS</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>CONTRACT BETWEEN THE</b></p> <p><b>CITY OF DICKINSON, TEXAS</b></p> <p><b>AND</b> <u>LIMECO, INC.</u></p> <p><b>FOR STREET MATERIALS</b></p> <p><b>CSB# 1606-06</b></p>
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This Contract made this 06/14, 2016, by and between LIMECO, INC. (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated 06/14/2016 (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

## ARTICLE 5. GENERAL PROVISIONS

- 5.1 **DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 **DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 **TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 **SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 **VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 **SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 **ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 **CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 **HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By:  \_\_\_\_\_

Printed Name: Scott A. Clark

Title: President

Date: 06/14/2016

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**BIDDER REMINDER LIST:**

**REQUIRED DOCUMENTATION INCLUDED?**

**TWO (2) ORIGINALS AND TWO (2) COPIES  
INCLUDED?**

**ALL BLANKS COMPLETED ON BID FORM AND  
OTHER REQUIRED DOCUMENTS?**

**COMPLETED SIGNATURE?**

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE**      July 12, 2016

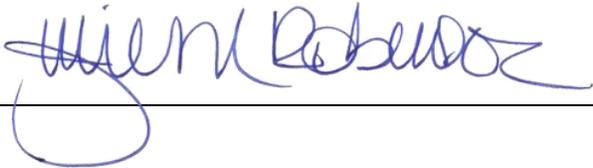
<b>TOPIC</b>	<p>Resolution Number XXX-2016</p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND MARTIN ASPHALT COMPANY FOR STREET MATERIALS (LIQUID ASPHALT CRS 2 AND LIQUID ASPHALT SS1); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.</b></p>
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<b>BACKGROUND</b>	<p>In a previous agenda item, the City Council considered awarding Competitive Sealed Bid No. 1606-06 for Street Materials to Martin Asphalt Company for Liquid Asphalt CRS 2 and Liquid Asphalt SS1. In the event that Council makes such award, this agenda item approves the contract with Martin Asphalt Company.</p>
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<b>RECOMMENDATION</b>	Staff recommends approval of the Resolution.
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<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Resolution Number XXX-2016</li> </ul>
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<b>FUNDING ISSUES</b>	<input type="checkbox"/> Not applicable <input type="checkbox"/> Not budgeted <input checked="" type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.#                      -                      -
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<b>SUBMITTING STAFF MEMBER</b>	<b>CITY ADMINISTRATOR APPROVAL</b>
Stephanie Russell, Administrative Services Manager	

<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	

**RESOLUTION NUMBER XXX-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND MARTIN ASPHALT COMPANY FOR STREET MATERIALS (LIQUID ASPHALT CRS 2 AND LIQUID ASPHALT SS1); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented a proposed Agreement by and between the City of Dickinson, Texas and Martin Asphalt Company for Street Materials wherein Martin Asphalt Company will provide to the City Liquid Asphalt CRS 2 and Liquid Asphalt SS1 (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement and any and all documents necessary to effectuate such Agreement on behalf of the City of Dickinson.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** on this the 12<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

\_\_\_\_\_  
David W. Olson, City Attorney  
City of Dickinson, Texas

**EXHIBIT “A”**

**TO**

**RESOLUTION XXX-2016**

**CONTRACT FOR STREET MATERIALS**

COUNTY OF GALVESTON           §       **CONTRACT BETWEEN THE**  
  §       **CITY OF DICKINSON, TEXAS**  
STATE OF TEXAS                 §       **AND MARTIN ASPHALT COMPANY**  
  §       **FOR STREET MATERIALS**  
  §       **CSB# 1606-06**

**This Contract** made this 12th day of July, 2016, by and between Martin Asphalt Company (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B":

Liquid Asphalt CRS 2 and  
Liquid Asphalt SS1

The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated June 13, 2016 (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

## CONTRACT FOR STREET MATERIALS – Cont'd

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

### ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**CONTRACT FOR STREET MATERIALS – Cont'd**

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**



**BID OPENING DATE:  
Wednesday, JUNE 15, 2016**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

EXHIBIT "A"

**TABLE OF CONTENTS**

- Schedule Summary
- Invitation to Bid
- Instructions to Bidders
- General Conditions of the Bidding
- City of Dickinson Contractor Insurance Requirements
- Supplemental Information / Minority/Woman-Owned Business Participation
- Bid Form
- Supplemental Information
- Conflict of Interest Questionnaire
- Form Contract
- Bidder Reminder List

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**SCHEDULE SUMMARY**

**BID OPENING DATE:  
June 15, 2016**

Wednesday	June 1, 2016	Bid Documents Released and 1 <sup>st</sup> Legal Advertising for Bid
Wednesday	June 8, 2016 9:30 am	2 <sup>nd</sup> Legal Advertising for Bid Pre-Submittal Conference (Non-Mandatory)
Friday	June 10, 2016 10:30 am	Last day for inquiries and clarifications
<b>Wednesday</b>	<b>June 15, 2016 10:00 am  10:10 am</b>	<b>Deadline for Submission of Bids  Opening of Bids</b>
Tuesday	June 28, 2016	City Council Award Bid and Approval of Contract(s)

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INVITATION TO BID**

The City of Dickinson is accepting Competitive Sealed Bids for an annual contract for Street Materials.

**BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JUNE 15, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JUNE 15, 2016 AT 10:10 A.M.**

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us) or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 9:30 a.m. on Wednesday, June 8, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas.

All bids submitted for City consideration must include two (2) originals and two (2) copies, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1606-06, Annual Contract For Street Materials", Attention: City Secretary, and must contain the name of the company submitting the bid.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of sixty (60) days from the date bids are opened.

1<sup>st</sup> Advertisement: Galveston Daily News, June 1, 2016

2<sup>nd</sup> Advertisement: Galveston Daily News, June 8, 2016

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INSTRUCTIONS TO BIDDERS**

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.**

**1. BIDS, PREPARATION AND SUBMITTAL**

Bidders must utilize the Bid Form and must submit two (2) originals and two (2) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery and spread fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Form Street Materials Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

**2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

**3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid

not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

## **5. SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

## **6. BID ALTERATION/WITHDRAWAL**

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

## **7. DISQUALIFICATIONS OF BIDDERS**

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

## **8. BID OPENINGS**

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

## **9. BASIS OF AWARD**

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Dickinson reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

## **10. BID TABULATION**

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us).

## **11. PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**GENERAL CONDITIONS OF BIDDING**

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

**BIDDING**

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
6. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
7. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

8. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
9. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
10. CHANGE ORDERS: No oral statement of 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 City.
11. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services Manager, by telephone (281) 337-8839 or e-mail [srussell@ci.dickinson.tx.us](mailto:srussell@ci.dickinson.tx.us). **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

## **PERFORMANCE**

12. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.
- The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
13. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
14. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
15. TESTING: An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
16. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

17. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

### **PURCHASE ORDERS AND PAYMENT**

20. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
21. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
22. **APPROPRIATION CLAUSE:** The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
23. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
24. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.
25. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Dickinson, Finance Department, 4403 Highway 3, Dickinson, Texas 77539.

### **CONTRACT**

26. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
27. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Galveston County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into

an Interlocal Agreement for purchasing.

28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

35. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.
37. FELONY CRIMINAL CONVICTIONS: The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
40. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

**EXHIBIT "A"**

**CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS**

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract  
Special Events

Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

# SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

- 1. Address and phone number of your principal place of business:

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- 2. Name and address of principal place of business, and phone number of your company's majority owner:

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- 3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

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## MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS  
BID FORM**

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Hot-Mix</b>		<b>Per X X</b>	<b>Per X X</b>
1	Hot-Mix, Cold Laid Asphaltic Concrete, Material (Class A, Type D)		
2	Hotmix Asphaltic Concrete Material (Class A, Type D)		
<b>Concrete</b>		<b>Per Cubic Yard</b>	<b>Per Cubic Yard</b>
3	3500 PSI 5/8 Gravel (A)		
4	3500 PSI 1" Gravel		
5	3500 PSI 1.5" Gravel		
6	Sack 5/8 Gravel		
<b>Liquid Asphalt</b>		<b>Per Gallon</b>	<b>Per Gallon</b>
7	Liquid Asphalt CRS 2		
8	Liquid Asphalt SS 1		
<b>A. Limestone Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
9	100 to 500 Tons		
10	501 to 1,000 Tons		
11	1,001 to 1500 Tons		
<b>A. Limestone Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
12	100 to 500 Tons		
13	501 to 1,000 Tons		
14	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
15	100 to 500 Tons		
16	501 to 1,000 Tons		
17	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
18	100 to 500 Tons		
19	501 to 1,000 Tons		
20	1,001 to 1500 Tons		
<b>Sharp Sand</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
21	Sharp Sand		
<b>Sack Cement</b>		<b>Per Bag</b>	<b>Per Bag</b>
22	Ready-Mix: 80lb Bag		
23	Portland: 90lb Bag		
<b>Cement Stabilized</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
24	Limestone 7% Mix		
25	3/8" Washed River Rock		
26	Sand 1.5 Sack Mix		

ITEM	DESCRIPTION	EXHIBIT "A"	
		FOB DICKINSON	FOB PLANT
<b>Slurry</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
27	Lime		
28	Cement		
<b>Black Base Material Conforming to TXDOT Specification, Asphalt Treatment Plant Mixed Base</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
29	Black Base Material		

**In submitting this Bid, Bidder represents the following:**

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):  
 Addenda: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_
- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

**BIDDER:**

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal EID #/SSN #: \_\_\_\_\_

# SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship  YES  NO
- 2. Partnership  YES  NO
- 3. Corporation  YES  NO

If company is a sole proprietorship, list the owner's full legal name:

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If company is a partnership, list the partner's full legal name(s):

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If company is a corporation, list the full legal name as listed on the corporate charter:

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Is this firm a minority, or woman-owned business enterprise?

NO  YES If yes, specify () MBE () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?  NO  YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

EXHIBIT "A"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>Date Received:</p>	<p>_____</p>
<p><b>1. Name of person who has a business relationship with the City of Dickinson.</b></p> <p>_____</p>	
<p><b>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3. Name of local government officer with whom filer has employment or other business relationship.</b></p> <p style="text-align: center;">Name of Officer</p> <p>_____</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>A. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>B. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>C. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p>	
<p><b>4.</b></p> <p style="text-align: center;">                 _____                  Signature of person doing business with the government entity             </p> <p style="text-align: center;">                 _____                  Date             </p>	

**CONFLICT OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
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**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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

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

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath.

**CONTRACT FOR STREET MATERIALS**

<p><b>COUNTY OF GALVESTON</b></p> <p><b>STATE OF TEXAS</b></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>CONTRACT BETWEEN THE</b></p> <p><b>CITY OF DICKINSON, TEXAS</b></p> <p><b>AND _____</b></p> <p><b>FOR STREET MATERIALS</b></p> <p><b>CSB# 1606-06</b></p>
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This Contract made this \_\_\_\_\_, 2016, by and between \_\_\_\_\_ (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated \_\_\_\_\_ (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

## ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**BIDDER REMINDER LIST:**

**REQUIRED DOCUMENTATION INCLUDED?**

**TWO (2) ORIGINALS AND TWO (2) COPIES INCLUDED?**

**ALL BLANKS COMPLETED ON BID FORM AND OTHER REQUIRED DOCUMENTS?**

**COMPLETED SIGNATURE?**



**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**



**BID OPENING DATE:  
Wednesday, JUNE 15, 2016**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

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CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS

SCHEDULE SUMMARY

**BID OPENING DATE:  
June 15, 2016**

Wednesday	June 1, 2016	Bid Documents Released and 1 <sup>st</sup> Legal Advertising for Bid
Wednesday	June 8, 2016 9:30 am	2 <sup>nd</sup> Legal Advertising for Bid Pre-Submittal Conference (Non-Mandatory)
Friday	June 10, 2016 10:30 am	Last day for inquiries and clarifications
<b>Wednesday</b>	<b>June 15, 2016</b> <b>10:00 am</b>  <b>10:10 am</b>	<b>Deadline for Submission of Bids</b>  <b>Opening of Bids</b>
Tuesday	June 28, 2016	City Council Award Bid and Approval of Contract(s)

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INVITATION TO BID**

The City of Dickinson is accepting Competitive Sealed Bids for an annual contract for Street Materials.

**BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JUNE 15, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JUNE 15, 2016 AT 10:10 A.M.**

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us) or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 9:30 a.m. on Wednesday, June 8, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas.

All bids submitted for City consideration must include two (2) originals and two (2) copies, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1606-06, Annual Contract For Street Materials", Attention: City Secretary, and must contain the name of the company submitting the bid.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of sixty (60) days from the date bids are opened.

1<sup>st</sup> Advertisement: Galveston Daily News, June 1, 2016

2<sup>nd</sup> Advertisement: Galveston Daily News, June 8, 2016

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INSTRUCTIONS TO BIDDERS**

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.**

**1. BIDS, PREPARATION AND SUBMITTAL**

Bidders must utilize the Bid Form and must submit two (2) originals and two (2) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery and spread fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Form Street Materials Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

**2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

**3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid

not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

## **5. SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

## **6. BID ALTERATION/WITHDRAWAL**

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

## **7. DISQUALIFICATIONS OF BIDDERS**

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

## **8. BID OPENINGS**

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

## **9. BASIS OF AWARD**

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Dickinson reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

**10. BID TABULATION**

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us).

**11. PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**GENERAL CONDITIONS OF BIDDING**

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

**BIDDING**

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
6. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
7. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

8. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
9. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
10. CHANGE ORDERS: No oral statement of 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 City.
11. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services Manager, by telephone (281) 337-8839 or e-mail [srussell@ci.dickinson.tx.us](mailto:srussell@ci.dickinson.tx.us). **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

### **PERFORMANCE**

12. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
13. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
14. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
15. TESTING: An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
16. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

17. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. ETHICS: The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

#### **PURCHASE ORDERS AND PAYMENT**

20. PURCHASE ORDERS: A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
21. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
22. APPROPRIATION CLAUSE: The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
23. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
24. PAYMENT TERMS: Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.
25. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Dickinson, Finance Department, 4403 Highway 3, Dickinson, Texas 77539.

#### **CONTRACT**

26. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
27. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Galveston County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into

an Interlocal Agreement for purchasing.

28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

35. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.
37. **FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
40. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

**CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS**

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract  
Special Events

Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

**SUPPLEMENTAL INFORMATION**

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

- 1. Address and phone number of your principal place of business:  
MARTIN PRODUCT COMPANY / 713-350-6849  
THREE RIVERWAY, SUITE 1250  
HOUSTON, TX 77058
  
- 2. Name and address of principal place of business, and phone number of your company's majority owner:  
MARTIN PRODUCT SALES / 903-983-6271  
P.O. Box 191  
KILGORE, TX 75663
  
- 3. Name and address of principal place of business, and phone number of your company's ultimate parent company:  
MARTIN RESOURCE MANAGEMENT / 903-983-6271  
P.O. Box 191  
KILGORE, TX 75663

**MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**CITY OF DICKINSON  
 COMPETITIVE SEALED BID #1606-06  
 ANNUAL CONTRACT FOR STREET MATERIALS  
 BID FORM**

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Hot-Mix</b>		<b>Per X X</b>	<b>Per X X</b>
1	Hot-Mix, Cold Laid Asphaltic Concrete, Material (Class A, Type D)		
2	Hotmix Asphaltic Concrete Material (Class A, Type D)		
<b>Concrete</b>		<b>Per Cubic Yard</b>	<b>Per Cubic Yard</b>
3	3500 PSI 5/8 Gravel (A)		
4	3500 PSI 1" Gravel		
5	3500 PSI 1.5" Gravel		
6	Sack 5/8 Gravel		
<b>Liquid Asphalt</b>		<b>Per Gallon</b>	<b>Per Gallon</b>
7	Liquid Asphalt CRS 2	* 1.60	1.50
8	Liquid Asphalt SS 1	* 1.60	1.50
<b>A. Limestone Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
9	100 to 500 Tons		
10	501 to 1,000 Tons		
11	1,001 to 1500 Tons		
<b>A. Limestone Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
12	100 to 500 Tons		
13	501 to 1,000 Tons		
14	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
15	100 to 500 Tons		
16	501 to 1,000 Tons		
17	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
18	100 to 500 Tons		
19	501 to 1,000 Tons		
20	1,001 to 1500 Tons		
<b>Sharp Sand</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
21	Sharp Sand		
<b>Sack Cement</b>		<b>Per Bag</b>	<b>Per Bag</b>
22	Ready-Mix: 80lb Bag		
23	Portland: 90lb Bag		
<b>Cement Stabilized</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
24	Limestone 7% Mix		
25	3/8" Washed River Rock		
26	Sand 1.5 Sack Mix		

\* 5000 GALLON MINIMUM DELIVERED

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Slurry</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
27	Lime		
28	Cement		
<b>Black Base Material Conforming to TXDOT Specification, Asphalt Treatment Plant Mixed Base</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
29	Black Base Material		

**In submitting this Bid, Bidder represents the following:**

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):

Addenda: SEAL & BID # 1606-06

Date: 6/13/2016 Signature: J. N. [Signature]

- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

**BIDDER:**

Company: MARTIN ASPHALT COMPANY Date: 6/13/2016

Signature: J. N. [Signature]

Printed Name: JACK NIMMO Title: ASPHALT SALES

Address: THREE RIVERWAY, SUITE 1250

City, State & Zip: HOUSTON, TX 77056

Telephone Number: 713-350-6849 Fax: 713-350-2849

E-mail address: JNimmo@MartinMcp.com

Federal EID #/SSN #: 75-2759062

**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship  YES  NO
- 2. Partnership  YES  NO
- 3. Corporation  YES  NO

If company is a sole proprietorship, list the owner's full legal name:

\_\_\_\_\_

If company is a partnership, list the partner's full legal name(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If company is a corporation, list the full legal name as listed on the corporate charter:

MAJIN RESOURCE MANAGEMENT COMPANY

Is this firm a minority, or woman-owned business enterprise?

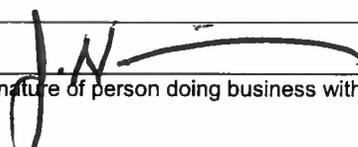
NO  YES If yes, specify (  ) MBE (  ) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?  NO  YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
		OFFICE USE ONLY
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		Date Received:
<p>1. Name of person who has a business relationship with the City of Dickinson.</p> <p style="text-align: center;">N/A</p>		
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> <p style="text-align: center;">N/A</p>		
<p>3. Name of local government officer with whom filer has employment or other business relationship.</p> <p style="text-align: center;">N/A</p> <hr/> <p style="text-align: center;">Name of Officer</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>A. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>B. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>C. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4. </p> <p>Signature of person doing business with the government entity</p>		<p><u>6/13/2016</u></p> <p>Date</p>

FORM 1295

**CONFLICT OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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

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

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath.

**CONTRACT FOR STREET MATERIALS**

COUNTY OF GALVESTON	§	CONTRACT BETWEEN THE
	§	CITY OF DICKINSON, TEXAS
	§	AND _____
STATE OF TEXAS	§	FOR STREET MATERIALS
	§	CSB# 1606-06

This Contract made this \_\_\_\_\_, 2016, by and between MARVIN RYLAND COMPANY (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated \_\_\_\_\_ (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

## ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By: J. N. [Signature]

Printed Name: JALIC NIAMMO

Title: ASPHALT SALES

Date: 6/13/2016

ATTEST:

J. Aguirre  
Corporate Secretary

**BIDDER REMINDER LIST:**

**REQUIRED DOCUMENTATION INCLUDED?**

**TWO (2) ORIGINALS AND TWO (2) COPIES INCLUDED?**

**ALL BLANKS COMPLETED ON BID FORM AND OTHER REQUIRED DOCUMENTS?**

**COMPLETED SIGNATURE?**

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE**      July 12, 2016

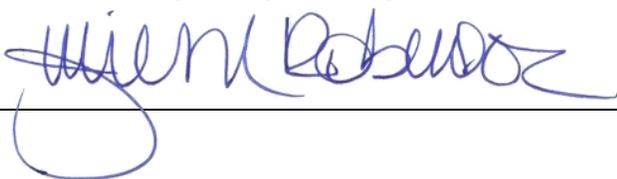
<b>TOPIC</b>	<p>Resolution Number XXX-2016</p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND VULCAN MATERIALS COMPANY, LLC FOR STREET MATERIALS (A. LIMESTONE BASE, GRADE 1; A. LIMESTONE BASE, GRADE 2; AND CEMENT STABILIZED, LIMESTONE 7% MIX); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.</b></p>
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<b>BACKGROUND</b>	<p>In a previous agenda item, the City Council considered awarding Competitive Sealed Bid No. 1606-06 for Street Materials to Vulcan Materials Company, LLC for A. Limestone Base, Grade 1; A. Limestone Base, Grade 2; And Cement Stabilized, Limestone 7% Mix. In the event that Council makes such award, this agenda item approves the contract with Vulcan Materials Company, LLC.</p>
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<b>RECOMMENDATION</b>	Staff recommends approval of the Resolution.
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<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Resolution Number XXX-2016</li> </ul>
--------------------	--

<b>FUNDING ISSUES</b>	<input type="checkbox"/> Not applicable <input type="checkbox"/> Not budgeted <input checked="" type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.#      -      -
-----------------------	---

<b>SUBMITTING STAFF MEMBER</b>	<b>CITY ADMINISTRATOR APPROVAL</b>
Stephanie Russell, Administrative Services Manager	

<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	

**RESOLUTION NUMBER XXX-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS AND VULCAN MATERIALS COMPANY, LLC FOR STREET MATERIALS (A. LIMESTONE BASE, GRADE 1; A. LIMESTONE BASE, GRADE 2; AND CEMENT STABILIZED, LIMESTONE 7% MIX); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented a proposed Agreement by and between the City of Dickinson, Texas and Vulcan Materials Company, LLC for Street Materials wherein Vulcan Materials Company, LLC will provide to the City A. Limestone Base, Grade 1; A. Limestone Base, Grade 2; and Cement Stabilized, Limestone 7% Mix (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement and any and all documents necessary to effectuate such Agreement on behalf of the City of Dickinson.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** on this the 12<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

\_\_\_\_\_  
David W. Olson, City Attorney  
City of Dickinson, Texas

**EXHIBIT “A”**

**TO**

**RESOLUTION XXX-2016**

## CONTRACT FOR STREET MATERIALS

COUNTY OF GALVESTON           §        **CONTRACT BETWEEN THE**  
  §        **CITY OF DICKINSON, TEXAS**  
STATE OF TEXAS                 §        **AND VULCAN MATERIALS COMPANY, LLC**  
  §        **FOR STREET MATERIALS**  
  §        **CSB# 1606-06**

**This Contract** made this 12th day of July, 2016, by and between Vulcan Materials Company, LLC (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

### ARTICLE 1. STREET MATERIALS

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B":

- A. Limestone Base, Grade 1;
- A. Limestone Base, Grade 2; and
- Cement Stabilized, Limestone 7% Mix

The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated June 9, 2016 (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

### ARTICLE 2. DURATION OF CONTRACT

This Contract shall be in effect from date of final execution through one year.

### ARTICLE 3. PRICE

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

### ARTICLE 4. PAYMENT

## CONTRACT FOR STREET MATERIALS – Cont'd

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

### ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**CONTRACT FOR STREET MATERIALS – Cont'd**

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**



**BID OPENING DATE:  
Wednesday, JUNE 15, 2016**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

EXHIBIT "A"

**TABLE OF CONTENTS**

- Schedule Summary
- Invitation to Bid
- Instructions to Bidders
- General Conditions of the Bidding
- City of Dickinson Contractor Insurance Requirements
- Supplemental Information / Minority/Woman-Owned Business Participation
- Bid Form
- Supplemental Information
- Conflict of Interest Questionnaire
- Form Contract
- Bidder Reminder List

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**SCHEDULE SUMMARY**

**BID OPENING DATE:  
June 15, 2016**

Wednesday	June 1, 2016	Bid Documents Released and 1 <sup>st</sup> Legal Advertising for Bid
Wednesday	June 8, 2016 9:30 am	2 <sup>nd</sup> Legal Advertising for Bid Pre-Submittal Conference (Non-Mandatory)
Friday	June 10, 2016 10:30 am	Last day for inquiries and clarifications
<b>Wednesday</b>	<b>June 15, 2016 10:00 am  10:10 am</b>	<b>Deadline for Submission of Bids  Opening of Bids</b>
Tuesday	June 28, 2016	City Council Award Bid and Approval of Contract(s)

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INVITATION TO BID**

The City of Dickinson is accepting Competitive Sealed Bids for an annual contract for Street Materials.

**BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JUNE 15, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JUNE 15, 2016 AT 10:10 A.M.**

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us) or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 9:30 a.m. on Wednesday, June 8, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas.

All bids submitted for City consideration must include two (2) originals and two (2) copies, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1606-06, Annual Contract For Street Materials", Attention: City Secretary, and must contain the name of the company submitting the bid.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of sixty (60) days from the date bids are opened.

1<sup>st</sup> Advertisement: Galveston Daily News, June 1, 2016

2<sup>nd</sup> Advertisement: Galveston Daily News, June 8, 2016

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INSTRUCTIONS TO BIDDERS**

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.**

**1. BIDS, PREPARATION AND SUBMITTAL**

Bidders must utilize the Bid Form and must submit two (2) originals and two (2) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery and spread fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Form Street Materials Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

**2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

**3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid

not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

## 5. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

## 6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

## 7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

## 8. BID OPENINGS

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

## 9. BASIS OF AWARD

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Dickinson reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

## **10. BID TABULATION**

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us).

## **11. PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**GENERAL CONDITIONS OF BIDDING**

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

**BIDDING**

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
6. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
7. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

8. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
9. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
10. CHANGE ORDERS: No oral statement of 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 City.
11. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services Manager, by telephone (281) 337-8839 or e-mail [srussell@ci.dickinson.tx.us](mailto:srussell@ci.dickinson.tx.us). **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

## **PERFORMANCE**

12. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.
- The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
13. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
14. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
15. TESTING: An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
16. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

17. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

### **PURCHASE ORDERS AND PAYMENT**

20. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
21. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
22. **APPROPRIATION CLAUSE:** The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
23. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
24. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.
25. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Dickinson, Finance Department, 4403 Highway 3, Dickinson, Texas 77539.

### **CONTRACT**

26. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
27. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Galveston County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into

an Interlocal Agreement for purchasing.

28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

35. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.
37. FELONY CRIMINAL CONVICTIONS: The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
40. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

**EXHIBIT "A"**

**CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS**

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract  
Special Events

Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

**SUPPLEMENTAL INFORMATION**

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
2. Name and address of principal place of business, and phone number of your company’s majority owner:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
3. Name and address of principal place of business, and phone number of your company’s ultimate parent company:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS  
BID FORM**

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Hot-Mix</b>		<b>Per X X</b>	<b>Per X X</b>
1	Hot-Mix, Cold Laid Asphaltic Concrete, Material (Class A, Type D)		
2	Hotmix Asphaltic Concrete Material (Class A, Type D)		
<b>Concrete</b>		<b>Per Cubic Yard</b>	<b>Per Cubic Yard</b>
3	3500 PSI 5/8 Gravel (A)		
4	3500 PSI 1" Gravel		
5	3500 PSI 1.5" Gravel		
6	Sack 5/8 Gravel		
<b>Liquid Asphalt</b>		<b>Per Gallon</b>	<b>Per Gallon</b>
7	Liquid Asphalt CRS 2		
8	Liquid Asphalt SS 1		
<b>A. Limestone Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
9	100 to 500 Tons		
10	501 to 1,000 Tons		
11	1,001 to 1500 Tons		
<b>A. Limestone Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
12	100 to 500 Tons		
13	501 to 1,000 Tons		
14	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
15	100 to 500 Tons		
16	501 to 1,000 Tons		
17	1,001 to 1500 Tons		
<b>Crushed Concrete Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
18	100 to 500 Tons		
19	501 to 1,000 Tons		
20	1,001 to 1500 Tons		
<b>Sharp Sand</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
21	Sharp Sand		
<b>Sack Cement</b>		<b>Per Bag</b>	<b>Per Bag</b>
22	Ready-Mix: 80lb Bag		
23	Portland: 90lb Bag		
<b>Cement Stabilized</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
24	Limestone 7% Mix		
25	3/8" Washed River Rock		
26	Sand 1.5 Sack Mix		

ITEM	DESCRIPTION	EXHIBIT "A"	
		FOB DICKINSON	FOB PLANT
<b>Slurry</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
27	Lime		
28	Cement		
<b>Black Base Material Conforming to TXDOT Specification, Asphalt Treatment Plant Mixed Base</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
29	Black Base Material		

**In submitting this Bid, Bidder represents the following:**

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):  
 Addenda: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_
- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

**BIDDER:**

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal EID #/SSN #: \_\_\_\_\_

# SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship  YES  NO
- 2. Partnership  YES  NO
- 3. Corporation  YES  NO

If company is a sole proprietorship, list the owner's full legal name:

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If company is a partnership, list the partner's full legal name(s):

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If company is a corporation, list the full legal name as listed on the corporate charter:

---

Is this firm a minority, or woman-owned business enterprise?

NO  YES If yes, specify () MBE () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?  NO  YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

EXHIBIT "A"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>Date Received:</p>	<p>_____</p>
<p><b>1. Name of person who has a business relationship with the City of Dickinson.</b></p> <p>_____</p>	
<p><b>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3. Name of local government officer with whom filer has employment or other business relationship.</b></p> <p style="text-align: center;">Name of Officer</p> <p>_____</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>A. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>B. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>C. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p>	
<p><b>4.</b></p> <p style="text-align: center;">             _____              Signature of person doing business with the government entity         </p> <p style="text-align: center;">             _____              Date         </p>	

**CONFLICT OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
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**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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

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

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath.

**CONTRACT FOR STREET MATERIALS**

<p><b>COUNTY OF GALVESTON</b></p> <p><b>STATE OF TEXAS</b></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>CONTRACT BETWEEN THE</b></p> <p><b>CITY OF DICKINSON, TEXAS</b></p> <p><b>AND _____</b></p> <p><b>FOR STREET MATERIALS</b></p> <p><b>CSB# 1606-06</b></p>
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This Contract made this \_\_\_\_\_, 2016, by and between \_\_\_\_\_ (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated \_\_\_\_\_ (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

## ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**BIDDER REMINDER LIST:**

**REQUIRED DOCUMENTATION INCLUDED?**

**TWO (2) ORIGINALS AND TWO (2) COPIES INCLUDED?**

**ALL BLANKS COMPLETED ON BID FORM AND OTHER REQUIRED DOCUMENTS?**

**COMPLETED SIGNATURE?**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**



**BID OPENING DATE:  
Wednesday, JUNE 15, 2016**

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

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- Form Contract
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**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**SCHEDULE SUMMARY**

**BID OPENING DATE:  
June 15, 2016**

Wednesday	June 1, 2016	Bid Documents Released and 1 <sup>st</sup> Legal Advertising for Bid
Wednesday	June 8, 2016  9:30 am	2 <sup>nd</sup> Legal Advertising for Bid  Pre-Submittal Conference (Non-Mandatory)
Friday	June 10, 2016 10:30 am	Last day for inquiries and clarifications
<b>Wednesday</b>	<b>June 15, 2016 10:00 am  10:10 am</b>	<b>Deadline for Submission of Bids  Opening of Bids</b>
Tuesday	June 28, 2016	City Council Award Bid and Approval of Contract(s)

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INVITATION TO BID**

The City of Dickinson is accepting Competitive Sealed Bids for an annual contract for Street Materials.

**BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF DICKINSON NO LATER THAN 10:00 A.M. ON WEDNESDAY, JUNE 15, 2016. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**BIDS WILL BE PUBLICLY OPENED AND READ AT THE DICKINSON CITY HALL LOCATED AT 4403 STATE HIGHWAY 3, DICKINSON, TEXAS 77539 ON WEDNESDAY, JUNE 15, 2016 AT 10:10 A.M.**

Bid documents may be downloaded from the Purchasing Page of the City of Dickinson's website at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us) or obtained in person at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas. Minority and small business vendors or contractors are encouraged to submit bids on any and all City of Dickinson projects.

A non-mandatory pre-submittal conference will be held at 9:30 a.m. on Wednesday, June 8, 2016 at Dickinson City Hall, 4403 State Highway 3, Dickinson, Texas.

All bids submitted for City consideration must include two (2) originals and two (2) copies, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #1606-06, Annual Contract For Street Materials", Attention: City Secretary, and must contain the name of the company submitting the bid.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of sixty (60) days from the date bids are opened.

1<sup>st</sup> Advertisement: Galveston Daily News, June 1, 2016

2<sup>nd</sup> Advertisement: Galveston Daily News, June 8, 2016

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**INSTRUCTIONS TO BIDDERS**

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.**

**1. BIDS, PREPARATION AND SUBMITTAL**

Bidders must utilize the Bid Form and must submit two (2) originals and two (2) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery and spread fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Form Street Materials Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

**2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

**3. DELIVERY OF BIDS**

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid

not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

## **5. SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

## **6. BID ALTERATION/WITHDRAWAL**

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

## **7. DISQUALIFICATIONS OF BIDDERS**

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

## **8. BID OPENINGS**

All bids submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Dickinson Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

## **9. BASIS OF AWARD**

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Dickinson reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Dickinson in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

**10. BID TABULATION**

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Dickinson's website from the Purchasing Page at [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us).

**11. PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS**

**GENERAL CONDITIONS OF BIDDING**

This Bid does not commit the City of Dickinson to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

**BIDDING**

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Dickinson, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
6. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Dickinson reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
7. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

8. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
9. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Dickinson Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
10. CHANGE ORDERS: No oral statement of 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 City.
11. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Stephanie Russell, Administrative Services Manager, by telephone (281) 337-8839 or e-mail [srussell@ci.dickinson.tx.us](mailto:srussell@ci.dickinson.tx.us). **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

### **PERFORMANCE**

12. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
13. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
14. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
15. TESTING: An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
16. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

17. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Dickinson.

**PURCHASE ORDERS AND PAYMENT**

20. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
21. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
22. **APPROPRIATION CLAUSE:** The City of Dickinson is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
23. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
24. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.
25. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Dickinson, Finance Department, 4403 Highway 3, Dickinson, Texas 77539.

**CONTRACT**

26. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
27. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Galveston County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into

an Interlocal Agreement for purchasing.

28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.
- In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Dickinson shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in submitting this bid, agrees that the City of Dickinson shall not be liable to prosecution for damages in the event that the City declares the respondent in default.
- Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
33. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Galveston County, Texas.
34. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

35. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.
37. **FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the City of Dickinson as to the facts and circumstances surrounding the conviction.
38. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
40. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

**CITY OF DICKINSON CONTRACTOR INSURANCE REQUIREMENTS**

Contractors providing good, materials and services for the City of Dickinson shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract  
Special Events

Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

**SUPPLEMENTAL INFORMATION**

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

- 1. Address and phone number of your principal place of business:  
Plant Location  
14047 Industrial Rd.  
Houston, TX 77015
  
- 2. Name and address of principal place of business, and phone number of your company's majority owner:  
Vulcan Construction Materials, LLC 281-276-4901  
12603 Southwest Freeway  
Suite 300  
Stafford, TX 77477
  
- 3. Name and address of principal place of business, and phone number of your company's ultimate parent company:  
Vulcan Materials Company 210-524-3500  
800 Isom Rd.  
Suite 300  
San Antonio, TX 78216

**MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Dickinson to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**CITY OF DICKINSON  
COMPETITIVE SEALED BID #1606-06  
ANNUAL CONTRACT FOR STREET MATERIALS  
BID FORM**

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Hot-Mix</b>		<b>Per X X</b>	<b>Per X X</b>
1	Hot-Mix, Cold Laid Asphaltic Concrete, Material (Class A, Type D)	no bid	no bid
2	Hotmix Asphaltic Concrete Material (Class A, Type D)	no bid	no bid
<b>Concrete</b>		<b>Per Cubic Yard</b>	<b>Per Cubic Yard</b>
3	3500 PSI 5/8 Gravel (A)	no bid	no bid
4	3500 PSI 1" Gravel	no bid	no bid
5	3500 PSI 1.5" Gravel	no bid	no bid
6	Sack 5/8 Gravel	no bid	no bid
<b>Liquid Asphalt</b>		<b>Per Gallon</b>	<b>Per Gallon</b>
7	Liquid Asphalt CRS 2	no bid	no bid
8	Liquid Asphalt SS 1	no bid	no bid
<b>A. Limestone Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
9	100 to 500 Tons	\$30.51	\$21.50
10	501 to 1,000 Tons	\$30.51	\$21.50
11	1,001 to 1500 Tons	\$30.51	\$21.50
<b>A. Limestone Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
12	100 to 500 Tons	\$30.51	\$21.50
13	501 to 1,000 Tons	\$30.51	\$21.50
14	1,001 to 1500 Tons	\$30.51	\$21.50
<b>Crushed Concrete Base, Grade 1</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
15	100 to 500 Tons	no bid	no bid
16	501 to 1,000 Tons	no bid	no bid
17	1,001 to 1500 Tons	no bid	no bid
<b>Crushed Concrete Base, Grade 2</b>		<b>Price per Ton</b>	<b>Price per Ton</b>
18	100 to 500 Tons	no bid	no bid
19	501 to 1,000 Tons	no bid	no bid
20	1,001 to 1500 Tons	no bid	no bid
<b>Sharp Sand</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
21	Sharp Sand	no bid	no bid
<b>Sack Cement</b>		<b>Per Bag</b>	<b>Per Bag</b>
22	Ready-Mix: 80lb Bag	no bid	no bid
23	Portland: 90lb Bag	no bid	no bid
<b>Cement Stabilized</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
24	Limestone 7% Mix	\$47.51	\$38.50
25	3/8" Washed River Rock	no bid	no bid
26	Sand 1.5 Sack Mix	no bid	no bid

ITEM	DESCRIPTION	FOB DICKINSON	FOB PLANT
<b>Slurry</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
27	Lime	no bid	no bid
28	Cement	no bid	no bid
<b>Black Base Material Conforming to TXDOT Specification, Asphalt Treatment Plant Mixed Base</b>		<b>Price Per Ton</b>	<b>Price Per Ton</b>
29	Black Base Material	no bid	no bid

**In submitting this Bid, Bidder represents the following:**

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):  
Addenda: n/a  
Date: 6/9/16 Signature: [Signature]
- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Dickinson to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

**BIDDER:**

Company: Vulcan Construction Materials, LLC Date: 6/9/16  
Signature: [Signature]  
Printed Name: Karen Savelle Title: Manager Customer Service  
Address: 12603 Southwest Freeway, Suite 300  
City, State & Zip: Stafford, TX 77477  
Telephone Number: 281-276-4916 Fax: 281-276-4999  
E-mail address: savellek@vmcmail.com  
Federal EID #/SSN #: 63-1211833

**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship     YES     NO
- 2. Partnership             YES     NO
- 3. Corporation             YES     NO

If company is a sole proprietorship, list the owner's full legal name:

\_\_\_\_\_

If company is a partnership, list the partner's full legal name(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If company is a corporation, list the full legal name as listed on the corporate charter:

Vulcan Materials Company

Is this firm a minority, or woman-owned business enterprise?

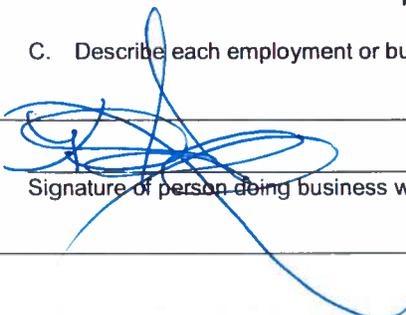
NO     YES    If yes, specify (  ) MBE    (  ) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?     NO     YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
		OFFICE USE ONLY
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Dickinson and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Dickinson not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		Date Received:
<p>1. Name of person who has a business relationship with the City of Dickinson.</p> <p>N/A</p>		
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. Name of local government officer with whom filer has employment or other business relationship.</p> <p>N/A</p> <hr/> <p style="text-align: center;">Name of Officer</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire? Yes _____ No <u> X </u></p> <p>A. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Dickinson? Yes _____ No <u> X </u></p> <p>B. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes _____ No <u> X </u></p> <p>C. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4. </p> <p>Signature of person doing business with the government entity</p>		<p>6/9/16</p> <p>Date</p>

FORM 1295

<b>CONFLICT OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and county of the business entity's place of business.</b>			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b>			
		<b>Nature of Interest (check applicable)</b>	
<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Controlling</b>	<b>Intermediary</b>
<b>5 Check only if there is NO interested Party. <input type="checkbox"/></b>			
<b>6 AFFIDAVIT</b> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
		_____ Signature of authorized agent of contracting business entity	
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.			
Signature of officer administering oath		Printed name of officer administering oath	
		Title of officer administering oath.	

**CONTRACT FOR STREET MATERIALS**

<p>COUNTY OF GALVESTON</p> <p>STATE OF TEXAS</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>CONTRACT BETWEEN THE</b></p> <p><b>CITY OF DICKINSON, TEXAS</b></p> <p><b>AND _____</b></p> <p><b>FOR STREET MATERIALS</b></p> <p><b>CSB# 1606-06</b></p>
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This Contract made this \_\_\_\_\_, 2016, by and between \_\_\_\_\_ (hereinafter referred to as "Contractor"), and the City of Dickinson, Texas, 4403 State Highway 3, Dickinson, Texas 77539 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1. STREET MATERIALS**

Contractor shall provide the following Street Materials in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for Street Materials, (Exhibit "A"); and
- (c) The Contractor's Proposal dated \_\_\_\_\_ (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

**ARTICLE 2. DURATION OF CONTRACT**

This Contract shall be in effect from date of final execution through one year.

**ARTICLE 3. PRICE**

Compensation for Equipment provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for Equipment as reflected in Exhibit "B" shall apply in the event that the Contract is automatically renewed pursuant to the provisions of Article 2 above.

**ARTICLE 4. PAYMENT**

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

## ARTICLE 5. GENERAL PROVISIONS

- 5.1 DELIVERY.** Contractor will deliver the requested materials to City within 3 days of City's reservation of such Materials at 3120 Deats Road, Dickinson, Texas 77539 or designated job location located within Dickinson, Texas. In the event that the delivery is not made within this specified time, the City reserves the right to purchase said material in the open market. Deliveries shall be made on a net ton basis. All deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday (excluding holidays) unless otherwise requested by the City.
- 5.2 DISPUTE RESOLUTION.** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 5.5 TERMINATION.** City may terminate this Contract upon thirty (30) days prior written notice to Contractor.
- 5.6 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.7 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Galveston County, Texas, and that exclusive venue shall lie in Galveston County, Texas.
- 5.8 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.9 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.10 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.11 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.12 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

**CITY OF DICKINSON, TEXAS**

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Alun Thomas, City Secretary  
City of Dickinson, Texas

**CONTRACTOR**

By:  \_\_\_\_\_

Printed Name: **Kenny Warr**

Title: General Manager Southwest Div.

Date: 6-9-2014

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**BIDDER REMINDER LIST:**

**REQUIRED DOCUMENTATION INCLUDED?**

**TWO (2) ORIGINALS AND TWO (2) COPIES INCLUDED?**

**ALL BLANKS COMPLETED ON BID FORM AND OTHER REQUIRED DOCUMENTS?**

**COMPLETED SIGNATURE?**



# Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE	
					07-Dec-2015	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900114839">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900114839</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")			<b>COMPANIES AFFORDING COVERAGE</b>			
			Co.A Old Republic Ins Co			
<b>INSURED</b> Vulcan Materials Company P O Box 385014 Birmingham Alabama 35238-5014 United States			Co.B			
			Co.C			
			Co.D			
<b>COVERAGES</b>						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	MWZY306148	01-JAN-2016	01-JAN-2017	GENERAL AGGREGATE	3,000,000
					PRODUCTS - COMP OP AGG	3,000,000
					PERSONAL AND ADV INJURY	3,000,000
					EACH OCCURRENCE	3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	3,000,000
					MED EXP (ANY ONE PERSON)	EXCLUDED
A	AUTOMOBILE LIABILITY Any Auto	MWTB305761	01-JAN-2016	01-JAN-2017	COMBINED SINGLE LIMIT	3,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	



A	WORKERS COMPENSATION / EMPLOYERS LIABILITY	MWC306149- 00 (All Other States)	01-JAN-2016	01-JAN-2017	WORKERS COMP	Statutory
					LIMITS	
					EL EACH ACCIDENT	1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
A	Excess WC	MWXS306150	01-JAN-2016	01-JAN-2017	WC-Statutory	EL \$1M/\$1M/\$1M
A	Excess WC	MWFEX306145	01-JAN-2016	01-JAN-2017	WC-Statutory	EL \$1M/\$1M/\$1M

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

<b>MEMORANDUM OF INSURANCE</b>		<b>DATE</b> 07-Dec-2015
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900114839">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900114839</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>INSURED</b> Vulcan Materials Company P O Box 385014 Birmingham Alabama 35238-5014 United States	
<b>ADDITIONAL INFORMATION</b>		
<p>Excess WC policies have \$1,000,000 Self-Insured Retention for all covered states except TN and \$500,000 SIR for TN Only.</p> <p>General Liability is subject to \$50,000 Self-Insured Retention and includes Contractual Liability</p> <p>Named Insured includes:                  Vulcan Construction Materials, LP                  Florida Rock Industries, Inc., its subsidiaries and affiliates                  Reco Transportation, LLC                  Azusa Rock                  Palomar Transit Mix                  Triangle Rock Products                  Calmat Co. DBA Vulcan Materials Company, Western Division</p>		
<p>The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.</p>		





**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE** July 12, 2016

**TOPIC:** Ordinance Number XXX-2016 (Zoning Case SUP-16-0372)

**AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NUMBER SUP-16-0372 ALLOWING THE APPLICANT TO USE THE PROPERTY FOR A RESTAURANT THAT SERVES ALCOHOL; SUCH PROPERTY BEING LEGALLY DESCRIBED AS ± 2.001 ACRES IN DICKINSON CROSSING (2006) ABSTRACT 19, LOT A, 2.001 ACRES, MORE COMMONLY KNOWN AS 614 FM 517 WEST, GENERALLY LOCATED SOUTH OF FM 517 AND WEST OF EVERGREEN IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, PRESENTLY ZONED NEIGHBORHOOD COMMERCIAL (“NC”); PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**BACKGROUND:** (This is the second of three readings)

During the June 28, 2016 City Council Meeting, the Council conducted a public hearing on a request to amend the Comprehensive Zoning Ordinance by granting a Specific Use Permit to the Applicant for a Restaurant that Serves Alcohol on property located at 614 FM 517 West in Dickinson (“Property”) and approved the Specific Use Permit on first reading.

**RECOMMENDATION:** The Planning and Zoning Commission unanimously recommended approval of the requested Specific Use Permit.

**ATTACHMENTS:** • Ordinance XXX-2016

**FUNDING ISSUES**

Not applicable  
 Not budgeted  
 Full Amount already budgeted.  
 Funds to be transferred from Acct.# - -

<b>SUBMITTING STAFF MEMBER</b>	<b>CITY ADMINISTRATOR APPROVAL</b>
Zachary Meadows, Director of Community Development	

**ACTIONS TAKEN**

<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>
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**ORDINANCE NUMBER XXX-2016  
(Zoning Case SUP-16-0372)**

**AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NUMBER SUP-16-0372 ALLOWING THE APPLICANT TO USE THE PROPERTY FOR A RESTAURANT THAT SERVES ALCOHOL; SUCH PROPERTY BEING LEGALLY DESCRIBED AS ± 2.001 ACRES IN DICKINSON CROSSING (2006) ABSTRACT 19, LOT A, 2.001 ACRES, MORE COMMONLY KNOWN AS 614 FM 517 WEST, GENERALLY LOCATED SOUTH OF FM 517 AND WEST OF EVERGREEN IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, PRESENTLY ZONED NEIGHBORHOOD COMMERCIAL (“NC”); PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, Corsair Investments Inc. (“Owner”) is the owner of ± 2.001 Acres, Dickinson Crossing (2006) Abstract 19, Lot A, 2.001 Acres, more commonly known as 614 FM 517 West, generally located south of FM 517 and west of Evergreen in the City of Dickinson, Galveston County, Texas (the “Property”), and

**WHEREAS**, the Property presently has a zoning classification of Neighborhood Commercial (“NC”) pursuant to Ordinance No. 420-2001, the City’s Comprehensive Zoning Ordinance; and

**WHEREAS**, TJ Reeds Better Burges and Shakes (“Applicant”) has made application to the City for a Specific Use Permit (“SUP”) for said Property to allow the use of a Restaurant that Serves Alcohol as authorized by the City’s Zoning Ordinance; and

**WHEREAS**, the City Secretary of Dickinson, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Dickinson and laws of the State of Texas, at a meeting of the City Council, to be held on the 28th day of June, 2016, for the purpose of considering a Specific Use Permit (“SUP”) to allow the use of a Restaurant that Serves Alcohol on the Property; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Dickinson, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of June, 2016; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of the Specific Use Permit (SUP) to allow the Applicant to use the Property for a Restaurant that Serves Alcohol, as described herein, would not be detrimental to the public health, safety, or general welfare or otherwise offensive to the general public, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Dickinson, and as well, the owners and occupants thereof, and the City generally.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:**

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 Comprehensive Zoning Ordinance Number 420-2001, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit Number SUP-16-0372 allowing the Applicant to use the Property for a Restaurant that Serves Alcohol; such Property being legally described as ± 2.001 Acres, Dickinson Crossing (2006) Abstract 19, Lot A, 2.001 Acres, more commonly known as 614 FM 517 West, generally located south of FM 517 and west of Evergreen in the City of Dickinson, Galveston County, Texas, presently zoned Neighborhood Commercial (“NC”).

Section 3. It is further ordered that Specific Use Permit Number SUP-16-0372, as amended by this Ordinance, is approved solely for the use of a Restaurant that Serves Alcohol by the Applicant, and therefore, all amendments to such SUP approved by this Ordinance are exclusively for the benefit of the Applicant and do not run with the land.

Section 4. It is directed that the official zoning map of the City of Dickinson, adopted on the 24<sup>th</sup> day of July, 2001, by Ordinance No. 420-2001, shall be revised and amended to reflect the Specific Use Permit (SUP) granted by this Ordinance, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 5. All provisions of the ordinances of the City of Dickinson in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Dickinson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now

pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section 7. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision contained in this Ordinance, or who shall commit or perform any act declared herein to be unlawful, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not more than two thousand dollars (\$2,000.00). Each day a violation continues shall constitute a separate offense.

Section 8. 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 Dickinson, 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.

Section 9. This Ordinance shall become effective upon final reading and adoption of this Ordinance, in accordance with law.

**DULY PASSED AND APPROVED** on first reading this the 28th day of June, 2016.

**DULY PASSED AND APPROVED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

**DULY PASSED, APPROVED, AND ADOPTED** on third and final reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Alun W. Thomas, City Secretary  
City of Dickinson, Texas

\_\_\_\_\_  
David W. Olson, City Attorney  
City of Dickinson, Texas

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE**            July 12, 2016

**TOPIC:**                    Ordinance Number XXX-2016

**AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 2, LAND USE, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.**

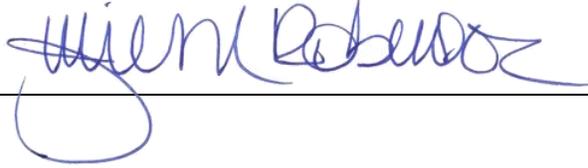
**BACKGROUND:**        **This is the second of three readings of this Ordinance.**

During the June 28, 2016 Council Meeting, the Council held a public hearing on the Proposed Chapter 2, Land Use, of the new Comprehensive Plan and approved this Ordinance on first reading.

**RECOMMENDATION:**    Staff recommends approval of the Ordinance.

**ATTACHMENTS:**        • Ordinance Number XXX-2016

**FUNDING ISSUES**       Not applicable  
 Not budgeted  
 Full Amount already budgeted.  
 Funds to be transferred from Acct.#            -            -

<b>SUBMITTING STAFF MEMBER</b>	<b>CITY ADMINISTRATOR APPROVAL</b>
Zachary Meadows, Director of Community Development	

<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>

**ORDINANCE NUMBER XXX-2016**

**AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, ADOPTING CHAPTER 2, LAND USE, OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented with a proposed Chapter 2, Land Use, of the new Comprehensive Plan, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and finds that it provides a framework for planning and guiding future land use decisions to help guide the future form and development within the City; and

**WHEREAS**, the City Council finds that it is in the public interest, health, safety and general welfare to adopt such Chapter 2, Land Use, of the Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:**

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Chapter 2, Land Use, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted as Chapter 2, Land Use, of the Comprehensive Plan of the City of Dickinson.

Section 3. All provisions of the ordinances of the City of Dickinson in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Dickinson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 4. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section 6. 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 Dickinson, 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.

Section 7. This Ordinance shall become effective upon final reading and adoption of this Ordinance, in accordance with law.

**DULY PASSED AND APPROVED** on first reading this the 28th day of June, 2016.

**DULY PASSED AND APPROVED** on second reading this \_\_\_\_\_ day of July, 2016.

**DULY PASSED, APPROVED, AND ADOPTED** on third and final reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

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Alun W. Thomas, City Secretary  
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

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David W. Olson, City Attorney  
City of Dickinson, Texas

**EXHIBIT “A”**

**TO**

**ORDINANCE XXX-2016**

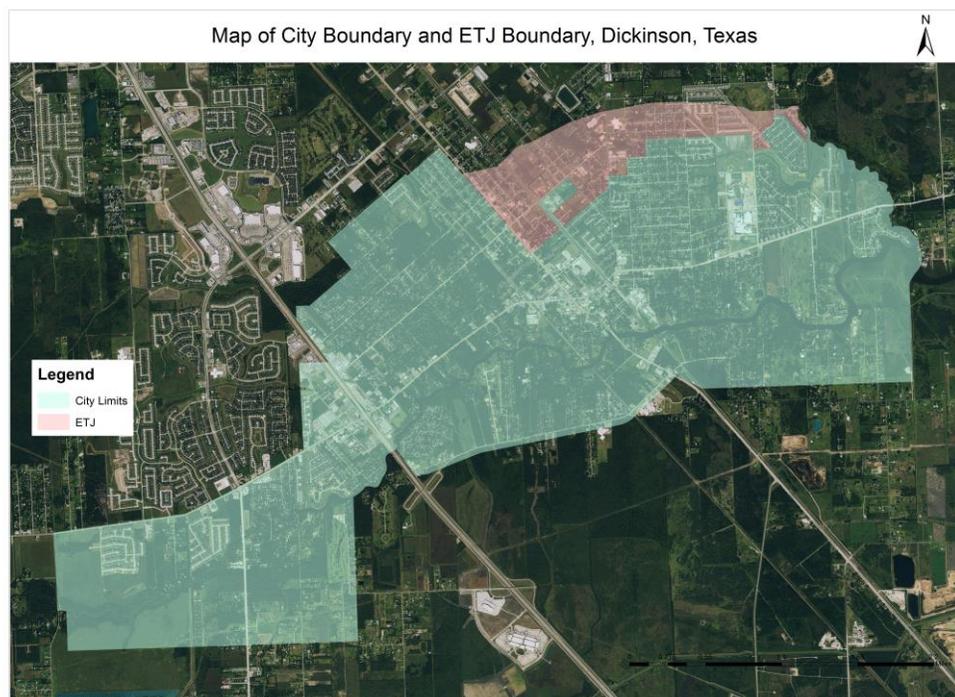
## Chapter 2 Land Use

The responsibility of a municipality to manage and regulate land use is rooted in its need to protect the health, safety, and welfare of local citizens. Although only acting as one section of several in the Comprehensive Plan, the Land Use Chapter and the Future Land Use Map will act as a catalyst to guide the future form and development of the City of Dickinson. The land uses designated in this chapter will provide City staff and City officials' guidance in considering development proposals and zoning decisions as well as future development in the City's Extraterritorial Jurisdiction (ETJ).

### State of Land Use

As defined by the Texas Local Government Code, Dickinson is a Home-rule municipality. Dickinson has a total land area of about 6,400 acres and approximately a population of 18,682 according to the 2010 Census. The majority of this land is primarily used for residential purposes, with approximately 70 percent of the City's built-up land area being residential, or almost 2,400 acres. The second highest use within the City is commercial, comprising just under 8 percent. In 2015, Dickinson acquired approximately 580 acres of ETJ land from the City of Texas City (See Figure 2.1). The City of Dickinson began annexing sections of the ETJ in late 2015, with more sections expected over the next few years.

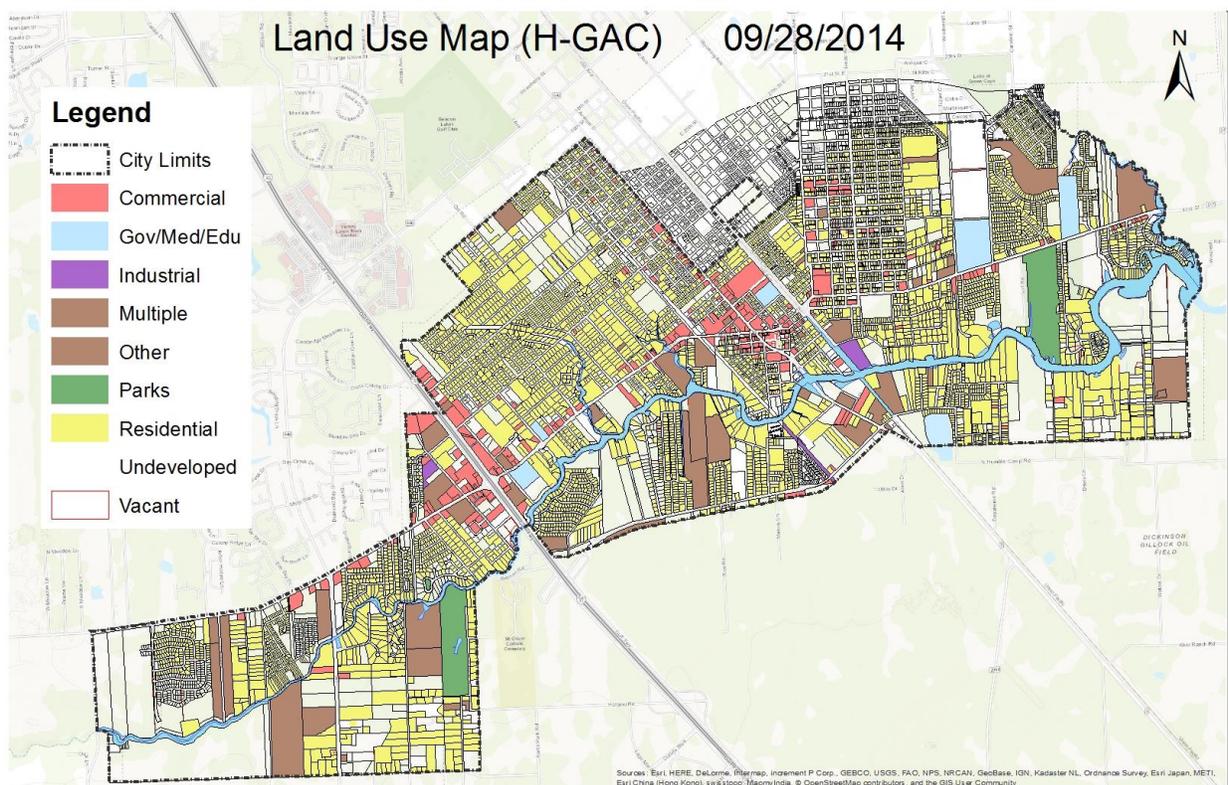
**Figure 2.1: Extraterritorial Jurisdiction (ETJ) Acquired in 2015**



### *Existing Land Use*

In 2000, an Existing Land Use inventory was conducted for the City. This process was done in connection with the city's development of its Zoning Ordinance, which was adopted in fall of 2011. At the time the City had no ETJ area, and so the only surveyed areas were within the then current city limits. In addition to the map that was produced back in 2000, the Houston-Galveston Area Council (H-GAC), has a mapping tool, the Regional Land Use Information System (RLUIS) that captures land uses for the whole H-GAC region, including the City of Dickinson, and is updated on a quarterly basis. You can find the RLUIS tool at <https://www.h-gac.com/community/gis/gis-mapping-applications.aspx>. Based on the H-GAC Land Use System Figure 2.2 - Land Use Map is provided as a more accurate picture of what the land uses are today compared to back in 2000 when the original inventory was taken.

**FIGURE 2.2 –LAND USE MAP (As Produced By H-GAC)**



From Figure 2.2, the amount of area of each of the land use categories were captured to gain an understanding of the amount of each land use exists today across the City, this can be found below in table 2.1 – Existing Land Use Acreage.

**TABLE 2.1 Land Use Acreage (Based On H-GAC Land Use Map)**

<b>CATEGORY</b>	<b>ACRES</b>	<b>PERCENT</b>
Commercial (Red)	262.2	4.7%
Industrial (Purple)	21.0	0.4%
Residential (Yellow)	2365.7	42.3%
Gov/Med/Edu (Blue)	78.2	1.4%
Multiple/Other (Brown)	504.3	8.9%
Parks and Open Space (Green)	121.4	2.2%
Undevelopable (White)	326.6	5.8%
Vacant (White/Red Outline)	1636.5	29.3%
Water	278.1	5.0%
<b>SUBTOTAL</b>	<b>5594.0</b>	<b>100.00%</b>

### **Future Land Use Plan**

The Future Land Use Plan reflects the desired pattern of growth over a given time within the City and its ETJ. The Future Land Use Plan was developed with City Council, the Planning & Zoning Commission, City Staff, the Task Force, and citizen input. The purpose of the plan is to ensure the orderly and efficient development of the City and will serve as a guide in evaluating development proposals. The Future Land Use Plan should be considered as a conceptual plan, and not intended to be parcel specific.

Future build-out population projections have been provided for the City based on the proposed residential densities provided in the Future Land Use Plan. To determine future populations based on land uses, land supply and capacity is calculated. First, to determine land supply, geographical information systems software is used to determine the exact acreage of current land uses. The acreage of all vacant land (subtracted from water bodies, and other environmental features) is subtracted from 20% of the total acreage to estimate amount of future roadways and rights-of-way on the land. In total, the available land supply is 1,054 acres within the city limits and 115 acres within the ETJ. Second, land capacity is determined by multiplying the number of possible dwelling units per acre and household size according to the 2010 census (2.83 persons). According to this formula it can be determined that if Dickinson were to develop according to its current land uses, without any changes, the City could accommodate 5,704 additional dwelling units within the city limits. However based on the changes introduced in the proposed Future Land Use Plan, the City would add 8,941 residential dwellings or 26,824 residents to Dickinson and 65,259 new jobs within the city limits and 1,839 residential dwelling units or 5,518 residents and 6,013 new jobs in the ETJ.

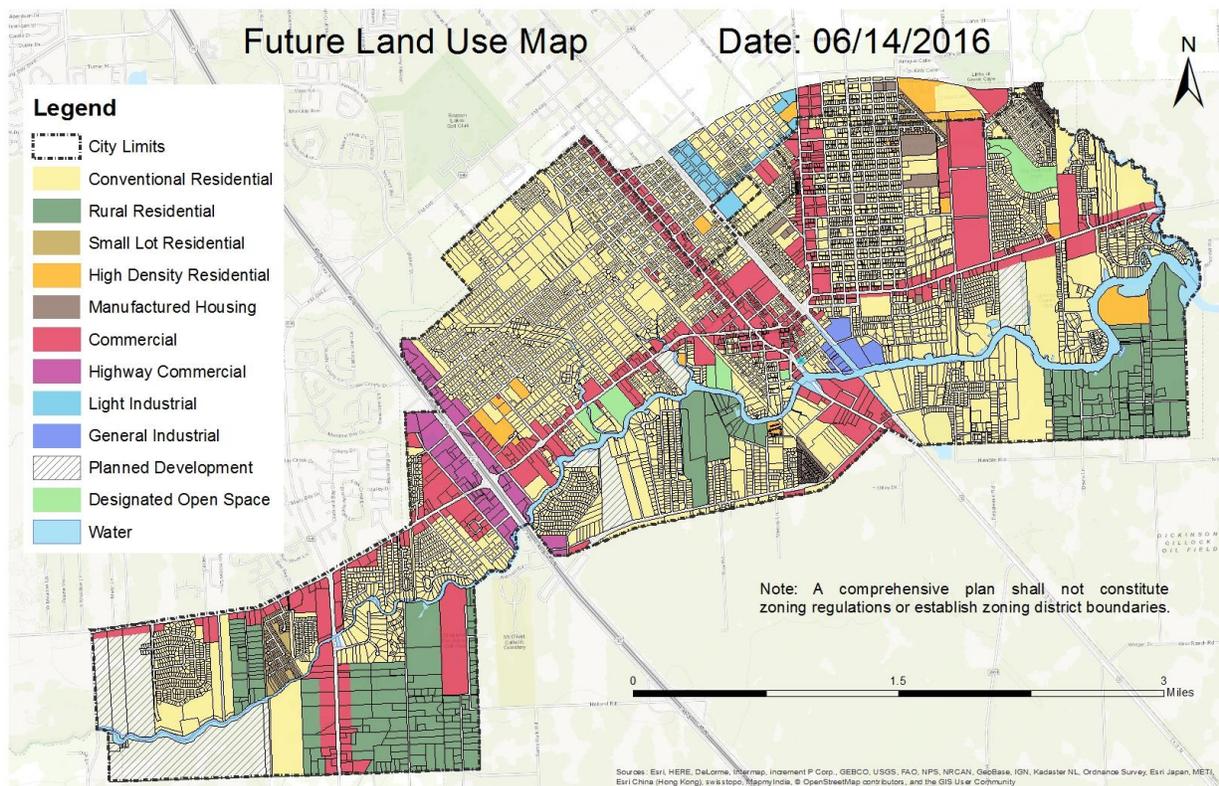
In addition to the land uses shown on the Existing Land Use Map as generated by H-GAC, additional land uses shown on the Future Land Use Map include: Rural Residential, Small Lot Residential, Highway Commercial, Light Industrial, and Planned Development. Although Rural Residential, Small Lot Residential, and Planned Development land uses are zoning districts

recognized in the city's Zoning Ordinance, such land uses have not been indicated on previous land use map. The Light Industrial land use is to accommodate industrial business that do not use outside storage of materials/equipment or create an environment that promotes noise, smell, or other common nuisances typical of industrial uses. This land use is concentrated in the current ETJ area of the City along Deats Road, FM 1266, and the Galveston, Houston, and Henderson (G, H, & H) Railroad Line. The Highway Commercial land use is located only along IH-45, where development patterns should be different than other area throughout the city.

## Future Land Use Map

It is important to note that the Future Land Use Map is not a zoning map, which legally regulates specific development requirements on individual parcels. The future Land Use Map can be found graphically in Figure 2.2; however this section will explain various aspects that are shown in the map compared to existing land uses that may be found in the City.

**FIGURE 2.3 – FUTURE LAND USE MAP**



### *Future Land Use Categories*

Below are the recommended land use categories as shown on the Future Land Use Map. The land uses have been grouped into two larger categories – Residential land uses and Nonresidential land uses. Each category is shown with the corresponding current zoning district in effect at the time of the Plan’s adoption.

### **Residential**

It is recommended that single family residential land use be the prominent type of residence within Dickinson, with a blend of high density residential.

*Conventional Residential:* This category accommodates for conventional detached single-family dwellings. The purpose of this category is to accommodate for development of standard low-density residential developments, in areas where adequate public facilities exist, and residential development is appropriate given the surrounding land uses and neighborhood.

*Rural Residential:* This category accommodates for conventional detached single-family dwellings at a density not exceeding one dwelling unit per acre. It should include existing large lots, un-platted tracts of land, areas where adequate public facilities are not available to support higher density urban development, and areas that are appropriate for large lot development given the surrounding land uses and zoning.

*Small Lot Residential:* This category accommodates for conventional detached single-family dwellings on small lots and patio homes with zero lot lines. Zero lot line development allows for homes on one side lot line to consolidate yard space and enhance privacy in exchange for an increase in lot coverage. The purpose of the small lot residential category is to allow efficient utilization of land, encourage affordable housing opportunities, and allow traditional neighborhood developments.

*High Density Residential:* This category accommodates various types of residential development, including conventional single- and two-family residences and multiple family dwellings such as duplexes, triplexes, town homes, condominiums, and apartments. The purpose of this category is to provide for development of quality apartments in a high density setting, while ensuring livability, property values, open space, design quality and landscaping, safety and the general welfare of its residents. This district allows development up to eighteen (18) units per acre.

*Manufactured Home:* This category accommodates the development of a manufactured home subdivision or manufactured home community. The purpose of this category is to allow for a means of affordable housing within a well-managed, compatible and cohesive manufactured home environment.

### **Nonresidential**

Nonresidential land uses provide places of employment, retail uses that generate sales tax revenue for the City, and community parks.

*Commercial:* This land use is used to accommodate a range of business types from retail, service uses and professional office activities that aim to meet the needs of residents in the immediate vicinity to servicing larger parcels of land and residents in a three to five mile radius (i.e. grocery/supermarket stores, business parks, and restaurants). Retail development should be throughout the city and convenient to residential areas and accessible by both vehicles and pedestrians. This category can also be used in conjunction with those high density residential developments that are concentrated in pedestrian-oriented, mixed use area of the city.

*Highway Commercial:* This category is used to accommodate for a variety of office, retail, and service uses for the purpose of creating a high quality mixture of land uses along major highways. It is used to allow for multi-story construction. Regulations are used to permit different construction standards, landscaping and screening, and setback requirements than other areas throughout the city used for commercial purposes.

*Light Industrial:* This category is used to accommodate light manufacturing, wholesaling, assembling, and fabrication operations. This category is used to permit uses that do not use large amounts of outside storage of materials/equipment, and do not create an environment that promote noise, smell, or other common nuisances typical of industrial uses.

*General Industrial:* This category accommodates a wide variety of heavy industrial uses including office warehousing, manufacturing, and product assembly. Most activities shall occur inside a building, however, outside storage of materials and displays may be permitted subject to performance standards.

*Parks and Open Space:* This category identifies public parks, open spaces and preservation areas within the City. The areas shown with this land use designation are existing Paul Hopkins and Ray Holbrook Parks, a land trust property off of FM 517, the Dickinson Cemetery, and an open space property located behind Dickinson Independent School Districts (DISD) Education Support Center. No additional areas were shown on the Future Land Use Map other than those indicated above, however it is understood that as the City grows and develops the need for areas to recreate could be needed.

*Planned Development:* This land use category is intended to provide for combining and mixing of uses (Residential and Nonresidential land uses) with appropriate regulations to

permit growth flexibility in the use and design of land and buildings and to allow for new and innovative concepts in land utilization.

The following Table 2.2 describes the acreage of each land use category on the Future Land Use Map.

**TABLE 2.2 Future Land Use Map Acreage**

<b>CATEGORY</b>	<b>ACRES</b>	<b>PERCENT</b>
Conventional Residential (Yellow)	3377.9	52.8%
Rural Residential (Dark Green)	830.6	13.0%
Small Lot Residential (Light Brown)	59.8	0.9%
High Density Residential (Orange)	112.6	1.8%
Manufactured Housing (Dark Brown)	85.7	1.3%
Commercial (Red)	948.0	14.8%
Highway Commercial (Purple)	136.2	2.1%
Light Industrial (Light Blue)	55.5	0.9%
General Industrial (Dark Blue)	35.2	0.6%
Planned Development (White/Grey Lines)	397.3	6.2%
Designated Open Space (Light Green)	76.6	1.2%
<b>SUBTOTAL</b>	<b>6392.9</b>	<b>100.00%</b>

## **Relationship of Land Use to Zoning**

The City adopted its first Zoning Ordinance in 2001. Zoning has traditionally been used as a tool to control development of land. There are ten designated zoning districts within the City's Zoning Ordinance:

### **Residential Zoning Districts**

- Rural Residential (RR)
- Conventional Residential (CR)
- Small Lot Residential (SR)
- High Density Residential (HR)
- Manufactured Housing (MH)

### **Commercial Zoning Districts**

- Neighborhood Commercial (NC)
- General Commercial (GC)

### **Industrial Zoning Districts**

- General Industrial (GI)

### **Other Zoning Districts**

- Planned Development (PD)
- Designated Open Space (DOS)

Based on the Future Land Use Map, it is suggested that the City adopt two new zoning district categories: Highway Commercial and Light Industrial.

The Future Land Use Plan and Future Land Use Map should never be confused with the Zoning Ordinance or Zoning Map for the City of Dickinson. The Zoning Map expresses the permitted uses of properties city-wide. The use of the Future Land Use Map in the decision making process relating to zoning and subdivision approvals is to ensure that the development of the land is in accordance with the City's adopted Comprehensive Plan. It is recommended that the City continually review the Future Land Use Map and make changes according to the zoning decisions that are made by the governing body.

## **Goals, Objectives, and Action Items**

Goal 2.1 Achieve a balanced and desirable pattern of land uses within the City.

Objective 2.1.1 Provide a range of different land use types in suitable locations, densities, and arrangements consistent with local values and sound land use planning principles and practices.

Action 2.1.1.1 Update zoning ordinance to meet desired future growth patterns.

Action 2.1.1.2 Update City's zoning map to reflect the Future Land Use Map.

Action 2.1.1.3 Amend Zoning Ordinance with new zoning districts for Light Industrial, and Highway Commercial.

Action 2.1.1.4 Review and update the existing development codes and procedures periodically to more efficiently guide growth and development in the community.

Goal 2.2 Preserve the integrity of existing neighborhoods to ensure quality residential areas.

Objective 2.2.1 Protect existing and future residential development from encroaching or adjacent incompatible land uses.

Action 2.2.1.1 Continue to enforce standards for providing effective buffering of nonresidential land uses adjacent to residential land uses.

Action 2.2.1.2 Continue to promote the utilization of Planned Development districts to allow site design flexibility and to address development characteristics such as building height, density, orientation and other site design related issues.

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE** July 12, 2016

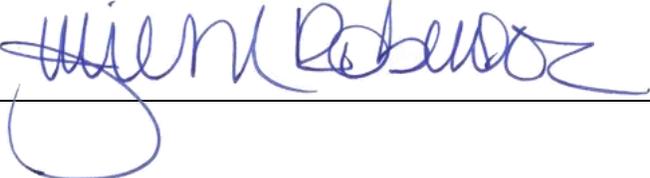
<b>TOPIC:</b>	<b>Ordinance Number XXX-2016</b>
	<p><b>AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SUBSECTION (a), PERMITTED USES, OF SECTION 18-55, GENERAL COMMERCIAL “GC” DISTRICT, OF ARTICLE IV, ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE SUBSECTION (21), HOTELS, MOTELS, ROOMING AND BOARDING HOUSES, AND OTHER LODGING PLACES, AND TO RENUMBER THE REMAINING SUBSECTIONS ACCORDINGLY; REVISING SECTION 18-58, USES REQUIRING SPECIFIC USE PERMIT, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES TO INCLUDE “HOTELS, MOTELS, ROOMING AND BOARDING HOUSES, AND OTHER LODGING PLACES” IN GENERAL COMMERCIAL (GC) ZONING DISTRICT AS ONE OF THE USES THAT MUST OBTAIN A SPECIFIC USE PERMIT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.</b></p>
<b>BACKGROUND:</b>	<p><b>(This is the second of three readings)</b></p> <p>During the June 28, 2016 Council meeting, the Council conducted a public hearing concerning the proposed text amendment that would revise Subsection (a), Permitted Uses, of Section 18-55, General Commercial “GC” District, to delete Subsection (21), Hotels, Motels, Rooming And Boarding Houses, And Other Lodging Places, as a permitted use and then revise Section 18-58, Uses Requiring a Specific Use Permit, to include “Hotels, Motels, Rooming And Boarding Houses, And Other Lodging Places” in the list of uses in the General Commercial zoning districts that require a Specific Use Permit and approved this Ordinance on first reading.</p>
<b>RECOMMENDATION:</b>	<b>The Planning and Zoning Commission unanimously recommended approval of the proposed text amendment.</b>
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Ordinance XXX-2016</li> </ul>
<b>FUNDING ISSUES</b>	<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Not budgeted

**ACTIONS TAKEN**

<b>APPROVAL</b>	<b>READINGS PASSED</b>	<b>OTHER</b>
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	

**Dickinson City Council  
Agenda Item Data Sheet**

<input type="checkbox"/> Full Amount already budgeted.
<input type="checkbox"/> Funds to be transferred from Acct.#      -      -

<b>SUBMITTING STAFF MEMBER</b>  Zachary Meadows, Director of Community Development	<b>CITY ADMINISTRATOR APPROVAL</b>  
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>

**ORDINANCE NUMBER XXX-2016**

**AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SUBSECTION (a), PERMITTED USES, OF SECTION 18-55, GENERAL COMMERCIAL “GC” DISTRICT, OF ARTICLE IV, ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE SUBSECTION (21), HOTELS, MOTELS, ROOMING AND BOARDING HOUSES, AND OTHER LODGING PLACES, AND TO RENUMBER THE REMAINING SUBSECTIONS ACCORDINGLY; REVISING SECTION 18-58, USES REQUIRING SPECIFIC USE PERMIT, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES TO INCLUDE “HOTELS, MOTELS, ROOMING AND BOARDING HOUSES, AND OTHER LODGING PLACES” IN GENERAL COMMERCIAL (GC) ZONING DISTRICT AS ONE OF THE USES THAT MUST OBTAIN A SPECIFIC USE PERMIT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds that it is in the best interest of the health, safety, and welfare of the citizens of the City of Dickinson to regulate various aspects of hotels, motels, rooming and boarding houses, and other lodging places in General Commercial (GC) zoning districts; and

**WHEREAS**, the City Council is of the opinion and finds that the regulations contained in this Ordinance are in the best interest of the health, safety, and welfare of the Citizens;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:**

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

Section 2. Subsection (a), Permitted Uses, of Section 18-55, General Commercial “GC” District, of Article V, Zoning Districts, of Chapter 18, Zoning, of the Code of Ordinance of the City of Dickinson, Texas, is hereby revised to delete Subsection (21), Hotels, Motels, Rooming and Boarding Houses, and Other Lodging Places, and to renumber the remaining subsections accordingly.

Section 3. Section 18-58, Uses Requiring Specific Use Permit, of Article V, Specific Uses, of Chapter 18, Zoning, of the Code of Ordinances of the City of Dickinson, Texas, is hereby revised to read as follows:

**“Sec. 18-58. Uses requiring specific use permit.**

In addition to the certificates of zoning compliance called for in this chapter, a specific use permit shall be required before the following specific uses can be permitted within the district specified:

<i>Use</i>	<i>Permitted Districts</i>
Airport, landing field, or landing strip for aircraft, including helipads and landing areas for other types of aircraft	All Districts
Appliance and home furnishing stores (without storage)	NC
Automotive sales, new or used, leasing, service and repair shops, including auto bodywork shops	GC
Bars	NC, GC
Bed and breakfasts	RR, CR
Boat/RV storage, sales, leasing and service establishments	GC, GI
Car, Truck and RV washing facilities	GC
Cement/concrete plant	GI
Child day care centers	NC
Churches	All Districts
Circus or carnival grounds, but not within three hundred (300') of any residential district or use	NC, GC, GI
Community Center	DOS
Correctional institutions or facilities (public or private)	GC, GI
Dance Halls	NC, GC
Flea market	GC
Gameroms	GC
General Merchandise Stores, including Department and Variety Stores, but not greater than 10,000 square feet in gross building floor area	NC
Golf courses	RR, CR, SR, HR, MH
Group day care homes	RR, CR
Group homes, as defined in Article II, Definitions	RR, CR, SR, HR, MH
Hotels, motels, rooming and boarding houses, and other lodging places	GC
Livestock facilities and operations	RR, GI
Mini-warehouses	GC, GI
Nightclubs	NC, GC
Nonprofit recreational facilities (other than private recreational facilities permitted by use in RR, CR, SR, HR, and MH)	RR, CR, SR, HR, MH
Parking lots	DOS

Radio, television, telephone or communication broadcast tower or station of any type, subject to Chapter 16.5, Telecommunication Towers, of the Dickinson Code of Ordinances	RR, GC, GI
Restaurants that serve alcohol	NC
Recreational vehicle parks	GC
Registered family homes	CR
Salvage yards, junk yards, vehicle storage facilities or similar operations	GI
Schools, public or private	All Districts
Sexually oriented businesses	GC
Slaughterhouses, rendering operations, or other similar operations	GI
Special Event Center on five (5) or more acres	RR, CR
Swimming pool	DOS
Tobacco Oriented Uses	GC
Vacation Rentals	RR, CR

Section 3. All provisions of the ordinances of the City of Dickinson in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Dickinson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 4. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section 5. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision contained in this Ordinance, or who shall commit or perform any act declared herein to be unlawful, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00). Each day a violation continues shall constitute a separate offense.

Section 6. 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 Dickinson, 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.

Section 7. This Ordinance shall become effective upon final reading and adoption of this Ordinance, in accordance with law.

**DULY PASSED AND APPROVED** on first reading this 28th day of June, 2016.

**DULY PASSED, AND APPROVED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

**DULY PASSED, APPROVED, AND ADOPTED** on third and final reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

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Alun W. Thomas, City Secretary  
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

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David W. Olson, City Attorney  
City of Dickinson, Texas

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE** July 12, 2016

**TOPIC:** **ORDINANCE NUMBER XXX-2016**

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF DICKINSON, TEXAS, TO EMBRACE AND INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF DICKINSON, TEXAS, ALL OF THE TERRITORY WITHIN SUCH BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH TERRITORY; MAKING FINDINGS; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.**

**BACKGROUND:** (This is the second of three readings.)

On Tuesday, April 12, 2016, City Council approved Resolution 1524-2016, declaring its intent to annex territory in the City of Dickinson's Extraterritorial Jurisdiction. Resolution Number 1524-2016 established the dates for two public hearings on the proposed annexation and the dates for the readings of the Ordinance declaring the territory as annexed.

The public hearings were held on May 24 and June 14, 2016, and the first reading of this ordinance was passed in the June 28, 2016 meeting. This is the second reading of the Ordinance that will accomplish the annexation.

**RECOMMENDATION:** None

**ATTACHMENTS:** • Ordinance XXX-2016

**FUNDING ISSUES**

Not applicable  
 Not budgeted  
 Full Amount already budgeted.  
 Funds to be transferred from Acct.# - -

**SUBMITTING STAFF MEMBER**

Zachary Meadows, Director of  
Community Development

**CITY ADMINISTRATOR APPROVAL**



**ACTIONS TAKEN**

<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>
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**ORDINANCE NUMBER XXX-2016**

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF DICKINSON, TEXAS, TO EMBRACE AND INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF DICKINSON, TEXAS, ALL OF THE TERRITORY WITHIN SUCH BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH TERRITORY; MAKING FINDINGS; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE**

\* \* \* \* \*

**WHEREAS**, the City Council of the City of Dickinson, Texas (the “City”) finds, determines and declares that the territory hereinafter described in Exhibit “A,” attached hereto and made a part hereof, (the “Territory”) is adjacent and contiguous to the present city limits of the City; that said Territory lies within the exclusive extraterritorial jurisdiction of the City; and that the annexation of said Territory to the City will promote the general health, safety and welfare of persons residing within the City and within said Territory, if any; and

**WHEREAS**, the City Council of the City has heretofore, on April 12, 2016, directed the staff to prepare a Service Plan that provides for the extension of municipal services to the area within the Territory; and

**WHEREAS**, two public hearings were held on May 24, 2016 and June 14, 2016, in the City Council Chambers, City Hall, 4403 Hwy 3, Dickinson, Texas, at which public hearings all interested parties were given an opportunity to be heard and the proposed Service Plan was made available for public inspection. Notice of such public hearings was given by publication in the *Galveston Daily News* on May 12, 2016 and May 26, 2016, said newspaper having general circulation within the City and within the Territory. Such notices and hearings were all in conformity with the Municipal Annexation Act, codified as Chapter 43, Texas Local Government Code, as amended

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:**

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

Section 2. The boundary limits of the City of Dickinson, Texas, are hereby extended to embrace and include all of the Territory more particularly described by metes and bounds in Exhibit “A” attached hereto, and such Territory is hereby annexed to and made a part of the City for general purposes.

Section 3. The plan for extension of municipal services into the Territory annexed to the City by the provisions of this Ordinance is set forth in the “Municipal

Service Plan” attached hereto as Exhibit “B” and made a part hereof for all purposes. Such Municipal Service Plan is hereby approved.

Section 4. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 5. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect; and should this Ordinance for any reason be ineffective as to any part of the Territory hereby annexed to the City of Dickinson, such ineffectiveness of this Ordinance as to any such part or parts of any such Territory shall not affect the effectiveness of this Ordinance as to all of the remainder of such Territory or area, and the City Council hereby declares it to be its purpose to annex to the City of Dickinson every part of the Territory described in Section 2 of this Ordinance, regardless of whether any other part of such described Territory is hereby effectively annexed to the City. Provided, further, if there is included in the general description of the Territory set out in Section 2 of this Ordinance to be hereby annexed to the City of Dickinson any territory which is already a part of and included within the general limits of the City of Dickinson, or which is presently part of and included in the limits or extraterritorial jurisdiction of any other city, town, or village, or which is not within the City of Dickinson’s jurisdiction to annex, the same is hereby excluded and excepted from the Territory to be annexed hereby as fully as if such excluded and excepted territory were especially and specifically described herein.

**DULY PASSED AND APPROVED** on first reading this the 28th day of June, 2016.

**DULY PASSED AND APPROVED** on second reading this \_\_\_\_ day of July, 2016.

**DULY PASSED, APPROVED, AND ADOPTED** on third and final reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

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Alun W. Thomas, City Secretary  
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

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David W. Olson, City Attorney  
City of Dickinson, Texas

**EXHIBIT "A"**  
**CITY OF DICKINSON ANNEXATION AREA**

**BEGINNING** at the southeast corner of Block 12, of Nichols Addition, as shown in the Map of Dickinson, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 7, Page 1, of the Map Records of Galveston County, Texas, and being in the southwest right of way line of Ohio Avenue;

**THENCE** northwesterly along the southwest right of way line of said Ohio Avenue to the northwest right of way line of Deats Road and said point being the southwest corner of Block 121, of the Dickinson Townsite, as shown in said Map of Dickinson;

**THENCE** northeasterly along the north line of said Deats Road to the southeast corner of said Block 121, of said Dickinson Townsite, and being in the southwest right of way line of Arkansas Avenue;

**THENCE** Northwesterly along the southwest right of way line of said Arkansas Avenue, same being the Northeast line of Blocks 121, 122, 123, and 124, of said Dickinson Townsite, to the southeast corner of Block 125, of said Dickinson Townsite, and being in the northwest right of way line of 27<sup>th</sup> Street;

**THENCE** northeasterly along the northwest right of way line of said 27<sup>th</sup> Street, same being the southeast line of Blocks 155, 185, 215, and 245, of said Dickinson Townsite, to the point of intersection of the southeast line of said Block 245, with the south line of the City of League City's Extraterritorial Jurisdiction, and said point being approximately 179 feet +/-northeasterly of the northeast right of way line of Kentucky Avenue;

**THENCE** northeasterly along the south line of said City of League City's Extraterritorial Jurisdiction, and being a non-tangent curve to the right with a radius of 10560 feet, to the east right of way line of Dickinson Avenue, also commonly known as F.M. 1266, and being in the west line of Block 169, of Nicholstone Addition, and being approximately 10 feet +/-south of East 22<sup>nd</sup> Street;

**THENCE** Southerly along the east right of way line of said Dickinson Avenue, to the southwest corner of Block 185, of said Nicholstone Addition, same being the point of intersection of the east right of way line of said Dickinson Avenue and the north right of way line of East 25<sup>th</sup> Street;

**THENCE** westerly along the projection of the north right of way line of said East 25<sup>th</sup> Street to the west right of way line of said Dickinson Avenue, and being in the east line of Block 124, of Addition "B", of said Map of Dickinson;

**THENCE** Southerly along the west right of way line of said Dickinson Avenue, to the southeast corner of said Block 124, of Addition "B", and being in the northwest right of way line of said Deats Road;

**THENCE** Southwesterly along the northwest right of way line of said Deats Road, same being the southeast line of said Block 124, of Addition "B", and the southeast line of Blocks 241, and 211, of said Moores Addition, to a point in the southeast line of said Block 211, of said Moores Addition, said point being approximately 110 feet +/- southwesterly from the southeast corner of said Block 211, of Moores Addition, and being the point of intersection of the northwesterly projection of the southwest line of Block 3, of Country Place Subdivision, same being the northeast line of Block 2, of said Country Place Subdivision;

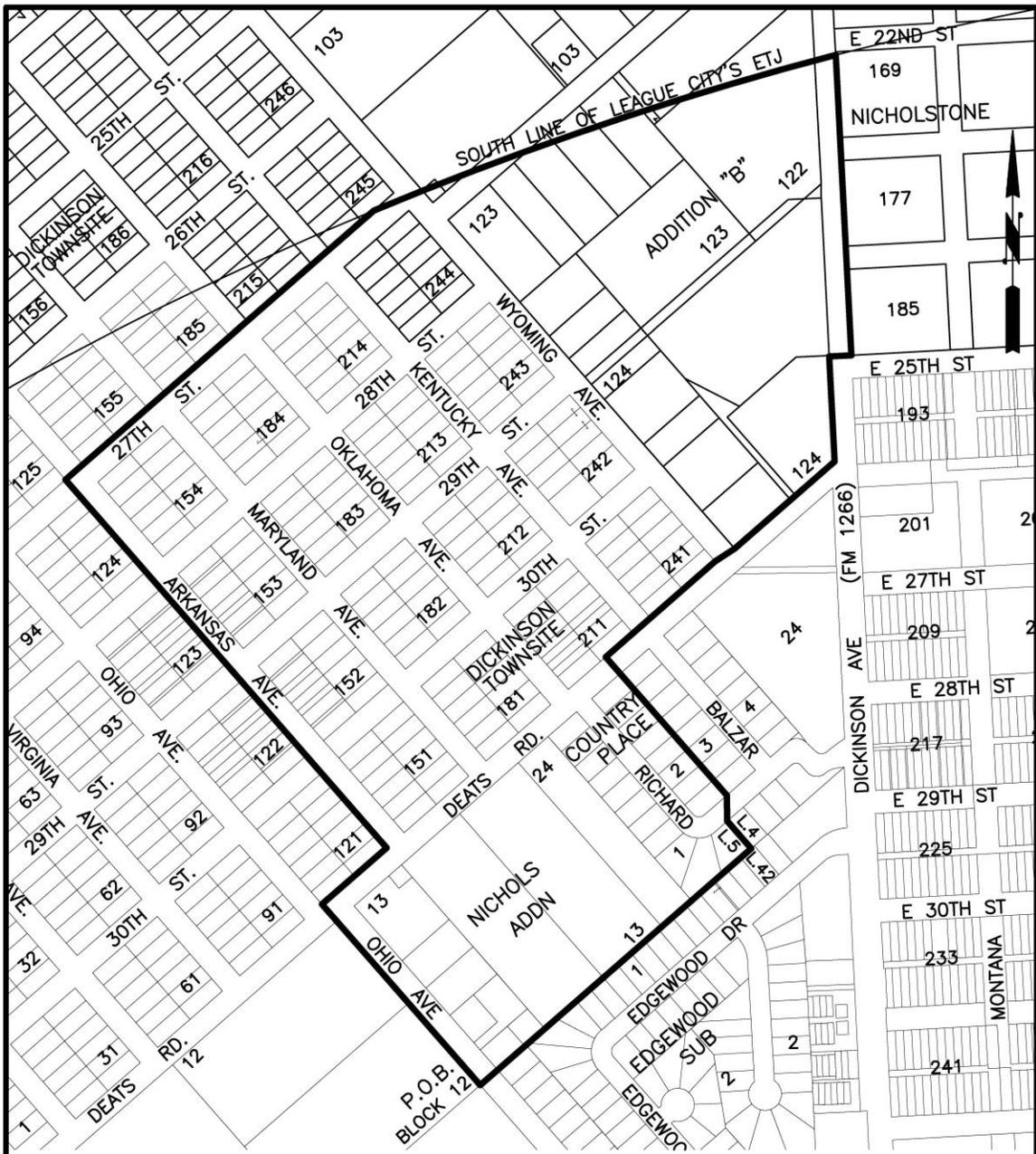
**THENCE** Southeasterly along the southwesterly line of said Block 3, of Country Place Subdivision, to the southwest corner of said Block 3, and being in the northwest right of way line of Richard Drive;

**THENCE** Southerly and crossing said Richard Drive, to the northeast corner of Lot 5, Block 1, of said Country Place Subdivision, same being the northwest corner of Lot 4, Block 1, of said Country Place Subdivision;

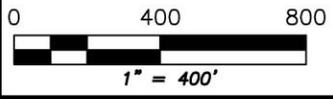
**THENCE** southeasterly along the east line of said Lot 5, Block 1, of Country Place Subdivision, to the southeast corner of said Lot 5, and being in the northwest line of Lot 42, Block 1, of Edgewood Subdivision;

**THENCE** Southwesterly along the northwest line of said Block 1, of Edgewood Subdivision, to the POINT OF BEGINNING.

**NOTE:** THIS DOCUMENT HAS BEEN PREPARED UNDER 22 TAC § 663.21; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND; IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT HAS BEEN PREPARED.



Note: this document has been prepared under 22 TAC § 663.21; does not reflect the results of an on the ground survey, and; is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it has been prepared.



*Ellis Surveying Services, LLC.*  
 2805 25th Avenue North  
 Texas City, TX 77590  
 Tel: (409) 938-8700 Fax (866) 678-7685  
 Texas Firm Reg. No. 100340-00

**EXHIBIT "A"**  
**CITY OF DICKINSON**  
**ANNEXATION AREA**  
 JULY 06, 2016

**PAGE 3 OF 3**  
**PROJECT NO. 2326**

**EXHIBIT “B”  
MUNICIPAL SERVICE PLAN**

**FIRE**

*Existing Services:* Dickinson Volunteer Fire Department

*Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 1, located at 4500 FM 517 Rd E, Dickinson, TX 77539. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall’s office as needed.

**EMS**

*Existing Services:* County Emergency Services

*Services to be Provided:* Currently, the area is under the jurisdiction of the Galveston County Emergency Services Office, in conjunction with an interlocal agreement with the City of Dickinson. However, upon annexation, the City of Dickinson’s Emergency Medical Services (EMS) Department will provide service to the area. This service can be provided within the current budget appropriation.

**POLICE**

*Existing Services:* County Sheriff’s Office

*Services to be Provided:* Currently, the area is under the jurisdiction of the Galveston County Sheriff’s Office. However, upon annexation, the City of Dickinson Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

**BUILDING INSPECTION**

*Existing Services:* None

*Services to be Provided:* The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Dickinson.

**PLANNING AND ZONING**

*Existing Services:* None

*Services to be Provided:* The Community Development Department's responsibility for regulating development and land use through the administration of the City of Dickinson Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Dickinson's Subdivision Ordinance. These services can be provided within the department's current budget.

## **HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE**

*Existing Services:* County Health Department

*Services to be Provided:* The Galveston County Health Department will implement the enforcement of the City of Dickinson's health ordinances and regulations on the effective date of the annexation. In addition the City of Dickinson Community Development Department will implement other code enforcement services that are regulated by the City's ordinances. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services, provided by Texas Animal Control Solutions, will be provided to the area as needed.

## **STREETS**

*Existing Services:* County Street Maintenance

*Services to be Provided:* Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

## **STORM WATER MANAGEMENT**

*Existing Services:* None

*Services to be Provided:* Developers will provide storm water drainage at their own expense and will be inspected by the City Public Works and Community Development Departments at time of completion. The City will then maintain the drainage upon approval.

## **STREET LIGHTING**

*Existing Services:* None

*Services to be Provided:* The City of Dickinson will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

## **WATER SERVICE**

*Existing Services:* WCID#1

*Services to be Provided:* Water service will continue to remain in the jurisdiction of WCID#1, who the City of Dickinson has an interlocal with to provide water services to the customers in the area.

## **SANITARY SEWER SERVICE**

*Existing Services:* WCID#1

*Services to be Provided:* Sanitary sewer service to the area of proposed annexation will continue to remain in the jurisdiction of WCID#1, who the City of Dickinson has an interlocal with to provide water services to the customers in the area.

## **SOLID WASTE SERVICES**

*Existing Services:* Republic Services through WCID#1 Contract

*Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE** July 12, 2016

**TOPIC:** Discussion And Direction Concerning Proposed Purchase Of A KC Cruiser Robot And Supporting Equipment By Dickinson Citizens Police Academy Alumni Association To Be Donated To Dickinson Police Department And Requested Reimbursement To Dickinson Citizens Police Academy Alumni Association Of \$1,000.00 For Such Robot From The Child Safety Fund.

**BACKGROUND:** Dickinson Citizen Police Academy Alumni Association (“DCPAAA”) would like to purchase a KC Cruiser Robot device that would be donated to Dickinson Police Department for the purposes of supporting the Crime Prevention Program during oral presentations to youth groups and other organizations. The KC Cruiser Robot purchase would include the following support equipment: Light Bar Option, Custom Paint, Vinyl Decal Package, Robot Voice Modifier and Vehicle Water Squirter. The total cost of the equipment is: \$12,500.00. DCPAAA has funding for \$11,500 of the total purchase price and requests that the City contribute \$1,000 to the project in the form of a reimbursement to DCPAAA.

In the event that the Council is in favor of the proposed KC Cruiser Robot and supporting equipment by DCPAAA and as well the requested reimbursement, there are funds available in the Child Safety Fund to cover the City’s \$1,000.00 reimbursement to DCPAAA.

**RECOMMENDATION:** Staff requests direction from the Council concerning the proposed purchase of a KC Cruiser Robot and supporting equipment as well as the requested reimbursement from the City to DCPAAA for the purchase.

**ATTACHMENTS:**

- Robotronics Proposal for KC Cruiser Robot and Supporting Equipment

**FUNDING ISSUES**

Not applicable

Not budgeted – If the requested reimbursement is approved by Council, funding for the \$1,000.00 would be included in the FY 15-16 Budget Amendment for the Child Safety Fund.

Full Amount already budgeted.

Funds to be transferred from Acct.#                    -                    -

<b>SUBMITTING STAFF MEMBER</b> Chief Ron Morales	<b>CITY ADMINISTRATOR APPROVAL</b> 
---	--

ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	

**DIVIDER PAGE**

# Robotronics Proposal/Order Form

THIS IS A PROPOSAL OR AN ORDER, NOT AN INVOICE

1610 West 1600 South Springville, Utah 84663-3057 801-489-4466 toll free 800-762-6876 fax 801-489-8241

**BILL TO:**

ATTN:

TITLE:

COMPANY: DCPAAA

TEL #:

FAX #:

ADDRESS: P.O. Box 269

ADDRESS: Dickinson, TX 77539-0269

EMAIL:

**ORDER INFORMATION:**

TODAY'S DATE: 06/22/2016

PURCHASE ORDER #

SHIP VIA: Ground Freight

PROPOSAL BY: Bret Powelson

**SHIP TO: (If Different From Billing Address)**

ATTN:

TITLE:

COMPANY: Dickinson Police Department

TEL #

FAX #

ADDRESS: 4000 Liggio Street

ADDRESS: Dickinson, TX 77539

EMAIL: [tvaldez@ci.dickinson.tx.us](mailto:tvaldez@ci.dickinson.tx.us)

*Quote valid for 90 days from date of proposal.*

NEED-IN-HAND:

SALES REP CONTACT INFO: Bret Powelson

800-762-6876 Ext 2001 [bpowelson@robotronics.com](mailto:bpowelson@robotronics.com)

QTY	ITEM #	DESCRIPTION	PRICE/ITEM	TOTAL
1	100230	<b>KC &amp; Cruiser™ Super Motors Package</b> – This robot includes a 2.4 Ghz radio control with battery and charger, voice transmitter and receiver, audio headset for the operator, MP3 player, lights and sirens all activated by remote. It also includes a robot battery and charger, a detailed operator's manual and carrying case for the controls. In addition, a transport cart and robot cover are supplied to help protect the robot.	\$10,377.00	\$10,377.00
1	500205	<b>Cruiser Light Bar Option w/Riser</b> - All Blue Light	\$450.00	\$450.00
1	Paint	<b>Custom Paint</b> to replicate customers Black & White Vehicle paint scheme.	\$500.00	\$500.00
1	Vinyl	<b>Vinyl Decal Package</b> - Includes Vinyl lettering and/or Logo decals to complete replica paint and decal scheme.	\$250.00	\$250.00
1	580061	<b>Robot Voice Modifier</b> - Changes the Pitch of the operators voice.	\$298.00	\$298.00
1	580028	<b>Vehicle Water Squirter</b> - Shoots a stream of water up to 20 ft	\$275.00	\$275.00
		<b>Customer to send in patches to be sewn onto KC's Shirt.</b>		

CC #:	<b>SUBTOTAL</b>	\$12,150.00
Exp:	<b>SHIPPING</b>	\$350.00
Code:	<b>TOTAL</b>	\$12,500.00

**Card Holder Name:** **FOB: Origin**

*To order, simply sign this proposal, then fax or email to your sales rep.*

Recipients of the 2009 Stimulus Package funds are required to report the expenditure of such funds received as required by the 2009 ARRA (see <http://www.FederalReporting.gov>). As a Federal Contractor, Robotronics is required to submit a report to the federal government if this order is funded in whole or in part by the ARRA. Please check the appropriate box below.

*The undersigned signifies that the items listed in this proposal form are being ordered at this time, and hereby acknowledges, accepts, and agrees to all terms and conditions as stated below.*

Yes, this purchase is funded by the 2009 ARRA  
 No, this purchase is not funded by the 2009 ARRA

Signature \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

**Robotronics and Customer.** ROBOTRONICS, Inc., a Utah corporation, and its employees are the party referred to in this agreement as "Robotronics," and the party or parties listed on the front of this form including the signer of the agreement of acceptance are collectively referred to as "Customer."

**Applicable Law.** The laws of the State of Utah shall be applicable to all suits arising under any agreement between Robotronics and the Customer. The terms, conditions, provisions, validity, interpretation, and enforcement of this order agreement shall also be governed by the laws of the State of Utah.

**Prices/Taxes.** All prices on this order, or any quotation by Robotronics are for immediate acceptance and are subject to change without notice at any time prior to acceptance and shipment by Robotronics. All federal, state, local, sales, use, or other taxes are in addition to the prices stated and will be paid by the Customer. Sales tax is charged to non-exempt Utah customers only at the current rate required by local and state government. If Customer is required to pay sales tax, they will need to pay it directly to their own State under the laws of their State.

**Payment Terms.** After receiving a completed order form and an approved purchase order, Robotronics will bill order to towns, district, and government agencies with payment due 30 days after invoice date. All other organizations require a completed order form and one half down payment with the balance due upon delivery of the product(s). Custom work, custom robots, or imprinted material will be paid in full, 100 percent, before the start of the work has begun.

All payments must be in US funds drawn on a US bank or clearinghouse. International payments must be made by bank draft or international money order through a US bank or clearing house. International Visa, MasterCard and American Express payments will also be accepted in US funds. Direct bank transfers are also available.

The purchase price and all taxes, freight charges, and other amounts are due and will be paid by Customer in cash, to be received by Robotronics in Springville, Utah, within terms of the invoice. All orders are subject to shipment in whole or in part at the option of Robotronics. Each shipment is subject to immediate invoicing, and payment for each invoice shall be made to be received within terms of invoice.

If the statement of account remains unpaid beyond the due date, the Customer agrees to pay all service charges and interest at the maximum rate permitted by law. If the account is referred to a collection agency or an attorney, the Customer agrees to pay all costs and expenses of any collection activities, including reasonable attorney fees both before and after suit. An additional fee of \$10 will be charged on each check or credit card charge returned.

The Customer also authorizes Robotronics to investigate the Customer listed herein pertaining to their credit and financial responsibility. If, at any time, Robotronics deems the financial responsibility of Customer unsatisfactory, Robotronics may require payment in advance or on delivery. If Customer fails to comply with terms of payment, Robotronics may withhold further deliveries or cancel the unfilled portion of any order, and all unpaid accounts shall become immediately due and payable.

**Shipment/Risk of Loss.** All risk of loss or damage to the goods and all other incidence of title and ownership shall pass to the Customer upon delivery to the carrier at Robotronics' shipping point, and such delivery shall constitute delivery to Customer even though a right might exist with the Customer to reject the goods or the Customer revokes acceptance of the goods. For all orders outside of the contiguous US, additional shipping costs apply. For foreign orders, all costs including airport and brokerage fees, import duties, taxes, and all other charges other than shipping costs are the responsibility of the customer.

Shipping dates or time of arrival of shipment at destination are not guaranteed by Robotronics. Robotronics shall not be liable for any delays or defaults in making shipment. In event of shipment delay, if Robotronics and Customer do not mutually agree in writing to cancel the order for the item involved, the shipping date automatically shall be extended to the date that Robotronics is able to ship. The method of shipment will be at Robotronics option. Customer is responsible for furnishing labor and equipment for unloading as required by the carrier.

**Cancellations.** Customer's order and this agreement are not subject to cancellation, return, or back charge, or change in specifications, shipping schedule, or other conditions without Robotronics' written consent.

**Returns.** No goods may be returned, nor will any credit be allowed without first obtaining prior approval by Robotronics. Only standard stock goods, with the exception of magic items, returned with Robotronics consent will be credited, less the cost of handling and freight costs involved. All returns are subject to a restocking charge at the discretion of Robotronics. Products not normally stocked by Robotronics, including custom orders, will not be accepted for credit.

**Claims/Remedies.** Any claims or exceptions by Customer for defective product must be made within 10 days after receipt of the product. Customer shall retain the product asserted to be defective and provide Robotronics any opportunity to investigate. Claims for damaged product ordinarily must be made by Customer to the carrier.

Any claim by Customer against Robotronics for shortage or damage must be made within 10 days after receipt of product. All settlements must be made in writing by agreement between both Robotronics and the Customer.

Robotronics shall not, in any event, be liable for the cost of any labor expended on any such goods or for any special, direct, indirect, or consequential damages to Customer or any third party.

**Warranties.** Robotronics makes no warranty of any kind whatsoever expressed or implied, and all implied warranties are hereby disclaimed by Robotronics and excluded from this agreement. Warranties other than Robotronics' published warranty must be in writing by Robotronics and are specific to the individual purchase that the warranty relates to.

For robots, Robotronics offers a 12-Month warranty on all parts and labor; Customer pays shipping one way. Work performed by an outside source will void the warranty as Robotronics will not guaranty work done by unauthorized individuals or businesses. Charges incurred by these outside businesses or individuals will not be paid by Robotronics under this warranty agreement. All parts needing to be returned as part of this warranty agreement will require a proof of delivery if not received by Robotronics.

**Entire Agreement/Modification.** This agreement constitutes the sole and entire agreement between Customer and Robotronics with respect to the goods specified on the face of this order form, and none of the terms and conditions herein may be added to, deleted, modified, or altered except by written instrument signed by an officer of Robotronics. There are no oral representations or agreements related to this agreement which are not fully expressed herein.

Any quotation by Robotronics and all sales are subject to the terms and conditions stated herein, and Customer is conclusively presumed to have accepted these terms and conditions.

Shipment by Robotronics and acceptance of the products by the Customer shall be conclusively deemed to be subject to all of the terms and conditions listed in this agreement.

In the event that the Customer has submitted a purchase order or form stating terms or conditions additional to or different from these terms and conditions or if the purchase order or form expressly limits the terms and conditions of this agreement, then Robotronics, accepting this order form signed by the Customer, shall override any additional, different, or limiting terms and will accept only this agreement with its terms and conditions without modification, addition, or alteration. Under these circumstances, the failure of Customer to deliver notification of objection to these terms and condition of sale within a reasonable time shall be deemed an acceptance of these terms and conditions and a contract shall be deemed formed only upon such terms and conditions.

In any event, and regardless of any other terms and conditions stated by Customer, Customer's acceptance of the products covered hereby shall be conclusively deemed to be subject to the terms and conditions herein, including those which may be in addition to or different than any contained in any other order or form submitted by Customer.

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE** July 12, 2016

**TOPIC:** Request from Republic Services for Extension of Deadline to Submit Rate Increase Request for 2017

**BACKGROUND:** Pursuant to Subsection A(4) of Article XVI, Basis and Method of Payment, of the Contract for Residential and Commercial Solid Waste and Recycling Collection, Transportation, Processing and Disposal Services By and Between City of Dickinson, Texas, and Galveston County WCID #1 and BFI Waste Services of Texas, LP d/b/a Republic Services of Houston ("Contract"), Republic Services is allowed to request a rate increase on or before June 1 of each year, with any approved rate increase taking effect on January 1 of the following year. The City did not receive a rate increase request from Republic Services on or before June 1, 2016.

On June 29, 2016, I received a call from Steve Carroll with Republic Services concerning the provisions of the Contract regarding rate increase requests, and Mr. Carroll indicated that he had misunderstood the provisions of the Contract. As a result, Republic Services had not submitted a rate increase request for the City's or WCID #1's consideration. Mr. Carroll has requested that the Council consider allowing an extension of the deadline for Republic Services to submit a rate increase request for 2017.

Since the Contract does not provide for such an extension, I am submitting Republic Services' request to the Council for its consideration. In the event that Council agrees to an extension, I recommend that Council establish a set date by which Republic Services would have to submit its rate increase request.

Mr. Carroll will be in attendance for the Council meeting and will be happy to address any questions that Council may have concerning this item.

**RECOMMENDATION:** None

**ATTACHMENTS:**

- Copy of Article XVI, Basis and Method of Payment, of the Contract

**FUNDING ISSUES**

Not applicable  
 Not budgeted  
 Full Amount already budgeted.  
 Funds to be transferred from Acct.# - -

<b>SUBMITTING STAFF MEMBER</b> Julie M. Robinson, City Administrator	<b>CITY ADMINISTRATOR APPROVAL</b> 
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<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>

## **Article XVI. Basis and Method of Payment**

### **A. Unit Price**

1. The Residential Unit Prices and rates for Commercial Customers are set forth in the attached Appendix A. The Contractor may only charge the Residential Unit Prices and Commercial Customer rates set forth in Appendix A. For additional or new Residential Units added during the term hereof, the monthly payment by the City and GCWCID#1 shall be increased by the number of additional Residential Units multiplied by the applicable rate. Such additions to the bill shall be made in the month in which collection services to the new or additional Residential Units commence.
2. Subject to Paragraph 4 of this Article, the Unit Prices for Residential Units and rates for Commercial Customers may be increased yearly in an amount equal to the higher of:
  - a. 2.5%, or
  - b. The U.S. Department of Labor Bureau of Statistics Consumer Price Index for all Urban Consumers: U.S. City Average-All Items-Unadjusted 12-month percentage from April to April, as shown in the May publication of the year the increase goes into effect, but not to exceed 5%.
3. The yearly price increase shall go into effect beginning on January 1, 2017, and each year thereafter on January 1<sup>st</sup> for services to and for Residential and Commercial Customers.
4. On or before the first day of June 1, 2016, and each year thereafter on or before June 1<sup>st</sup> during this Contract, the Contractor may petition the City and GCWCID#1 for an adjustment to the rates based on the basis of unusual changes in the Contractor's cost of operations, such as revised laws, ordinances or regulations; changes in location of disposal site or changes in disposal charges; changes in fuel costs, or changes in environmental fees. The Contractor must provide adequate supporting documentation as requested by the City and GCWCID#1 to support the request.
5. Any increase in Unit Prices for Residential Units and rates for Commercial Customers are subject to the City Council's and GCWCID#1 Board's enactment of a resolution or Board action. If the City Council or GCWCID#1 Board enacts such a resolution or Board action, the increase will not go into effect until January 1 of the year following the year in which the request is received and approved by the City Council and the GCWCID#1 Board.



Inter-fund transfer to Bayou Animal Services

Start-up, one-time expenses are necessary to establish efficient operational services. Tablets, OSSI software and radios are proposed to allow animal control officers to communicate directly with dispatch and report violations. Additionally, repairs have had to be made to City owned vehicles.

Inter-fund transfers to Building Maintenance Fund

- Funding is proposed to build a Marquee Sign in front of Central Fire Station similar to the one in front of City Hall.
- City Hall recently experienced two separate power surges resulting in emergency repairs to the HVAC and other electronic components. The proposed funding will replenish the fund.
- Additional funding is proposed to be moved to the fund to provide for future expenditures.

Inter-fund transfers to Vehicle Maintenance Fund

- Council approved the installation of 2 Fully Operational Pre-Emption Signals (Opticoms) for both Fire Stations and 6 Units (DVFD and EMS) in FY15. Additional funding is proposed to install fully operational pre-emption signals at 4 additional intersections: FM-517 at IH-45, FM-517 at SH-3, FM-517 at FM-646, and FM-517 at FM-1266/Dickinson Ave.
- As discussed during the last Budget Workshop, funding is proposed to be set aside for Public Works Equipment for the Road Stabilization Program and the purchase of a Slope Mower.
- Also discussed during the last Budget Workshop, funding is proposed to be set aside to fund 50% of a new ambulance for EMS.
- Additional funding is proposed to be moved to the fund to provide for future expenditures.

Inter-fund transfer to Street Maintenance Sales Tax Fund

Funding is proposed to be moved to the fund to provide for future expenditures. These funds would be identified in a separate line item in the SMST Fund budget since the use of such funds will not be restricted by State law.

**RECOMMENDATION:** Staff recommends approval of the recommendations.

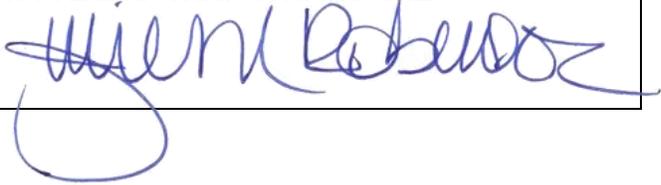
**ATTACHMENTS:** • N/A

**ACTIONS TAKEN**

<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>
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**Dickinson City Council  
Agenda Item Data Sheet**

<b>FUNDING ISSUES</b>	<input type="checkbox"/> Not applicable
	<input checked="" type="checkbox"/> Not budgeted – If approved, the recommended uses will be included in the next budget amendment for FY 2015-2016
	<input type="checkbox"/> Full Amount already budgeted.
	<input type="checkbox"/> Funds to be transferred from Acct.#            -            -

<b>SUBMITTING STAFF MEMBER</b>	<b>CITY ADMINISTRATOR APPROVAL</b>
Stephanie Russell, Administrative Services Manager	

<b>ACTIONS TAKEN</b>		
<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>

**Dickinson City Council  
Agenda Item Data Sheet**

MEETING DATE        July 12, 2016

<b>TOPIC</b>	<p><b>RESOLUTION NUMBER XXX-2016</b></p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, CONFIRMING THE NEW APPOINTMENT OF A MEMBER TO THE GALVESTON COUNTY UNITED BOARD OF HEALTH; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AND EFFECTIVE DATE.</b></p>
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<b>BACKGROUND</b>	<p>The members of the Galveston County United Board of Health are nominated by the Galveston County Commissioners' Court and confirmed by the Member Governments of the Health District. As a Member Government, the City of Dickinson must confirm Galveston County's nominations.</p> <p>The previous member representing Mainland Medical Center whose term was just renewed resigned, so the new CEO of Mainland Medical Center has been nominated by Commissioners Court to serve on the Board. This Resolution would confirm the appointment of a new member to the United Board of Health that has been made by the Galveston County Commissioners' Court.</p>
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<b>RECOMMENDATION</b>	No recommendation.
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<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Resolution Number XXX-2016</li> <li>• Memo from Ms. Kathy Barroso of Galveston County Health District and Information on Proposed Appointee to Galveston County United Board of Health</li> </ul>
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<b>FUNDING ISSUES</b>	<p><input checked="" type="checkbox"/> No impact to budget</p> <p><input type="checkbox"/> Full Amount already budgeted.</p> <p><input type="checkbox"/> Funds to be transferred from Acct.#                    -                    -</p>
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<b>SUBMITTING STAFF MEMBER</b>	<b>CITY ADMINISTRATOR APPROVAL</b>
Alun W. Thomas, City Secretary	

ACTIONS TAKEN		
<b>APPROVAL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>READINGS PASSED</b> <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	<b>OTHER</b>

**RESOLUTION NUMBER XXX-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, CONFIRMING THE NEW APPOINTMENT OF A MEMBER TO THE GALVESTON COUNTY UNITED BOARD OF HEALTH; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AND EFFECTIVE DATE.**

**WHEREAS**, members of the Galveston County United Board of Health (the "Board") are nominated by the Galveston County Commissioners' Court and confirmed by Member Governments of the Galveston County Health District; and

**WHEREAS**, the City of Dickinson, Texas is a Member Government of the Galveston County Health District and thus must confirm the re-appointment and/or new appointment of members to the Board; and

**WHEREAS**, the Galveston County Commissioners' Court has made its nomination; and

**WHEREAS**, the City of Dickinson desires to confirm the nomination made by the Galveston County Commissioners' Court.

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

**Section 1.** The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2.** The City of Dickinson, Texas, hereby confirms the following new appointment to the Galveston County United Board of Health with term of office as indicated:

Term will be May 1, 2016 – April 30, 2018

<u>Name</u>	<u>Represents</u>
Tripp Montalbo	Mainland Medical Center (new appointment)

**Section 3.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this 12th day of July, 2016.

\_\_\_\_\_  
Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Alun W. Thomas, City Secretary  
City of Dickinson, Texas

\_\_\_\_\_  
David W. Olson, City Attorney  
City of Dickinson, Texas

**DIVIDER PAGE**

**GALVESTON COUNTY HEALTH DISTRICT**  
**Coastal Health & Wellness, Public Health Programs, Galveston E.M.S**

Ben G. Raimer, MD  
Chair, United Board of Health



Kathy Barroso, CPA  
Chief Executive Officer

Abdul-Aziz Alhassan, MD  
Medical Director  
Interim Local Health Authority

**TO: Mayors and City Council Members of Member Cities**

**FROM: Kathy Barroso, CPA** *KB*  
**Chief Executive Officer**

**DATE: June 22, 2016**

**SUBJECT: United Board of Health Appointments & Re-Appointments**

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In accordance with the Health District Interlocal Agreement executed December 2002, the Commissioners' Court of Galveston County will submit member governments nominees for United Board of Health positions. Approval by a majority of the member governments is required to confirm appointment of each board member.

On Tuesday, June 21, the Commissioners' Court nominated the following:

*Term will be May 1, 2016 – April 30, 2018*

**Name**

*Tripp Montalbo*

**Represents**

*Mainland Medical Center (new appointment)*

*Please consider this request at your next City Council meeting and return a copy of the signed resolution by mail, fax or email to Amanda Taber, Executive Assistant, P.O. Box 939, La Marque, TX 77568 (409)-938-2273 or [execasst@gchd.org](mailto:execasst@gchd.org). For your convenience a draft resolution and information on members are attached. If you have any questions, please feel free to contact Amanda Taber or myself at (409) 938-2273.*

Attachments

RESOLUTION

STATE OF TEXAS

COUNTY OF GALVESTON

WHEREAS, members of the Galveston County United Board of Health are nominated by the Galveston County Commissioners' Court and confirmed by the Member Governments of the Health District, and

WHEREAS, the appointment of members are under consideration, and

WHEREAS, the Galveston Commissioners' Court has made its nominations,

NOW BE IT THEREFORE RESOLVED that this body endorses the following appointments:

*Term will be May 1, 2016 – April 30, 2018*

**Name**

*Tripp Montalbo*

**Represents**

*Mainland Medical Center (new appointment)*

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor



Tripp Montalbo  
Chief Executive Officer  
Mainland Medical Center

Office: (409)-938-5166

Cell: (713)208-9725

[Tripp.Montalbo@hcahealthcare.com](mailto:Tripp.Montalbo@hcahealthcare.com)

Tripp Montalbo serves as the Chief Executive Officer of Mainland Medical Center, a 222-bed acute care facility in Texas City. He assumed this position May 16, 2016.

Tripp most recently served as Chief Operating Officer of HCA affiliated Conroe Regional Medical Center (August 2013 to May 2016). Prior to joining Conroe Regional Medical Center, Tripp served as St. Joseph Medical Center's Chief Operating Officer and oversaw the operations of St. Joseph Medical Center's downtown Houston and Heights hospital locations. Tripp also held senior management positions at Huntsville Memorial Hospital and HCA affiliated Bayshore Medical Center.

"Tripp brings more than 13 years of healthcare experience to his new position," said Maura Walsh, President of HCA Gulf Coast Division. "His experience within a variety of hospital settings will contribute to his successful leadership of Mainland Medical Center."

Tripp earned a Bachelor of Arts in Sociology from the University of Texas at Austin, a Master of Business Administration and a Master of Healthcare Administration from the University of Houston-Clear Lake. He was inducted into the Upsilon Phi Delta Honor Society for academic excellence in Healthcare Management and Policy.

Tripp resides in Houston with his wife Gretchen and their two children, Martie and Jackson.

# **EXECUTIVE SESSION**

**RECESS TIME:** \_\_\_\_\_

# RECONVENE

**TIME:** \_\_\_\_\_



# ADJOURN

TIME: \_\_\_\_\_  
MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_  
VOTE \_\_\_\_\_

**FYI**

# **STAFF REPORTS**



**MEMORANDUM**

**TO:** Honorable Mayor and Council Members

**FROM:** Stephanie Russell, Administrative Services Manager *sm*

**CC:** Julie M. Robinson, City Administrator

**DATE:** July 5, 2016

**SUBJECT:** Administrative Services Staff Report – June 2016

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***NEW PROJECTS***

**Annual Meeting Dickinson Education Finance Corporation** – City Administrator Julie Robinson and Administrative Services Manager Stephanie Russell attended the annual meeting on June 21, 2016. During this meeting the DEFC approved a financing agreement with NYOS School's for a service fee of \$25,000.

**HMGP Grant** – City Administrator Julie Robinson met with Emergency Management consultant David Popoff to discuss the recently released HMGP grant and whether the City would qualify for any of the grant funds. Unfortunately, this particular cycle is only going to be for areas that were severely flooded in the last year. Since Dickinson did not experience severe flooding, it is not going to be worth the City's time or money to submit a grant application for this cycle of the HMGP Grant.

**HUD Interviews** – City Administrator Julie Robinson worked with Ray Viada, the attorney representing the City in the HUD discrimination case filed by Toni Costa (Peterson), to coordinate interviews with different City staff involved in the Manor Lane zoning issue that were requested by the HUD investigator as part of the discrimination complaint investigation. Mrs. Robinson also participated in the interviews.

**Ribbon Cutting for NOAH'S Event Venue** – City Administrator Julie Robinson, Administrative Services Manager Stephanie Russell, City Secretary Alun Thomas and other City officials and staff attended the ribbon cutting ceremony for the new venue on June 23, 2016.

**Training Events** – Administrative Services Manager Stephanie Russell and City Secretary Alun Thomas attended the Texas City Management Association Annual Conference in South Padre June 9-12, 2016.

City Secretary Alun Thomas attended a Texas Municipal Clerks Certification Program training seminar in San Antonio June 16-17, 2016.

### ***ONGOING/COMPLETED PROJECTS***

**Animal Services** – City Administrator Julie Robinson and Administrative Services Manager Stephanie Russell continued to work with the Cities of Santa Fe and Clear Lake Shores to address issues related to Animal Services in June. Mrs. Robinson and City Attorney David Olson continued to work through the process of formalizing Bayou Animal Services, including transferring the name “Bayou Animal Services” to the new Local Government Corporation through the Secretary of State’s Office. In June, the Cities and Mr. Restivo began negotiations on the purchase of the property at 3811 Dickinson Avenue. During the month of June, Bayou Animal Services responded to 73 Calls for Service and 70 impoundments for the City of Dickinson. Additionally, the shelter had 53 adoptions and 1 euthanasia.

**Asset Management Program** – City Secretary Alun Thomas has completed the asset inventory for multiple departments and is working with Youth Work Experience Intern Joshua Yancy on completing the inventory and tagging of assets in the Municipal Court. The City-wide inventory for the Asset Management Program is on track to be completed by the end of August 2016.

**CivicHR** – During the month of June, Administrative Services staff tested the new employee application module for the City’s website and participated in initial Administrator training. User trainings on the new module are scheduled for mid-July, and the application is scheduled to go live by the end of July.

**Communications Plan** – City Administrator Julie Robinson and City Secretary Alun Thomas are working to create a centralized communications calendar and communications plan for the City. This project will be continued in September after completion of the FY 2016-2017 Budget and the revisions to the Annexes of the Emergency Management Plan.

**Competitive Sealed Bids**– In June, the City advertised and closed a Competitive Sealed Bid (CSB#1606-06) for various Street Materials. Recommendation for award of the Bid will be on the July 12, 2016 Council Agenda.

**Comprehensive Plan** – City Administrator Julie Robinson and Director of Community Development Zach Meadows workshopped the Future Land Use Chapter and revisions to the Future Land Use Map with Council on June 14, 2016. Additionally, the first reading of this Chapter was approved by Council on June 28.

**Drainage Utility Billing Implementation** – 2016 bills were mailed in May, and staff received a large number of payments and a large number of questions about the bills. Additionally, many residents have submitted requests to the Public Works department for drainage or street work after receiving the bill. As of July 6, 2016, 3536 accounts (54.2%) have been paid through year-end 2016, 1738 accounts (26.6%) have only been paid through year-end 2015, and 1253 accounts (19.2%) have not been paid since the City began directly billing the fee. Finance staff is currently working with STW, the City's financial software provider, to implement a new module of the software system in time for the 2017 billing cycle; however, myGov is being used for the 2016 bills. The new module will include other City fees that are collected.

**Economic Development Projects** – City Administrator Julie Robinson and Interim DEDC Executive Director/Economic Development Coordinator Angela Forbes have been working with a number of businesses looking to locate and/or relocate in Dickinson and have been fielding numerous calls about possible projects for the different tracts owned by DEDC and the City. While Mrs. Robinson is no longer working directly with the DEDC, she is still spearheading two large projects for DEDC and assisting with a third project.

**Emergency Management Plan Revisions** – During the month of June, City Administrator Julie Robinson and City Attorney David Olson finalized revisions to the Legal Annex of the City's Emergency Management Plan, and the Legal Annex is now complete. Mrs. Robinson met with Emergency Management consultant David Popoff to discuss revisions to the remainder of the Emergency Management Plan, and Mr. Popoff provided her with the expiration dates for each of the different Annexes. Since there are several Annexes that expire in 2016, Mrs. Robinson is shifting her focus to those Annexes to ensure that they are revised and finalized as quickly as possible.

**FY16-17 Budget Preparation** – In June, City Administrator Julie Robinson and Administrative Services Manager Stephanie Russell met with department heads to discuss their supplemental requests and the first Budget Workshop with Council was held on June 28 regarding vehicles and equipment. The next Budget Workshop will be July 12.

**Management Assistant Position** – The City received a total of 55 applications for the vacant Management Assistant position which closed June 17, 2016. Staff will be conducting initial interviews with nine applicants the first week of July.

**Public Information Requests** – During the month of June, City Secretary Alun Thomas received 11 Public Information Requests. Additionally, Mr. Thomas continues to add monthly building reports to the City's website for ease of access: <http://www.ci.dickinson.tx.us/567/Monthly-Building-Reports>. These monthly building reports are consistently requested on a monthly basis by multiple requestors, so making them available each month on the website has almost eliminated these requests from

being submitted. Mr. Thomas is now finalizing improvements to the City's Public Information Request form to reduce the time and effort that it takes to submit a request to the City.

**Transparency Stars Program** – The Texas Comptroller of Public Accounts has announced a new program, Transparency Stars, which recognizes local governments that go above and beyond in their transparency efforts. To begin the process of establishing the City's eligibility, staff will be adding reader-friendly financial data to the City's website. No new data was added to the website in June.

**Youth Worker Program** – City Secretary Alun Thomas worked with the Houston-Galveston Area Council ("HGAC") and Workforce Solutions to secure 10 youth workers, working up to a combined 272 hours per week, for various City departments under a grant program offered through HGAC. Workers, ages 16 through 24, are now assisting City staff in various Departments with projects and assignments while gaining tangible skills for the future. The program and the workers are at no cost to the City, and the agreement is in effect through December 31, 2018. Interested youth can apply for one of these positions through their nearest Workforce Solutions office. City staff participated in program training conducted by Workforce Solutions in June.



# CITY OF DICKINSON

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## MEMORANDUM

**To:** Honorable Mayor and City Council  
**From:** Zachary Meadows, Director of Community Development  
**Cc:** Julie Robinson, City Administrator  
**Date:** July 6, 2016  
**RE:** Community Development Activity Report for June, 2016

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The month of June had 22 working days. In that time Community Development Staff completed the following activities:

### Community Development Staff

- Staff Training:
  - Code Enforcement Officer, Jeff Pahlman, continues to study and work on his licensed plumbing inspector certification.
  - The Community Development department is using our Community Development Coordinator, David Lopez, to help with some of the administrative tasks of Code Enforcement, to help spread the load of work amongst the department.

### Planning & Zoning

- Pre-development meetings:
  - TXDot IH-45 Project – Staff continues to meet with various property owners and representatives of the properties fronting IH-45, to discuss impacts the TXDot widening project will have on their properties and businesses.
  - Oak Hollow Drive – City Staff met with Shelmark Engineers, property owner, and representative of WCID#1 to discuss the development of small 4 lot private subdivision on 7 acres at the east end of Oak Hollow Dr. This is the second meeting we have had with Shelmark, regarding this possible project.
  - Staff met with the Flying Rhino Brewing Company, which is looking to locate its operations to Dickinson.
  - 2015 FM 517 – Staff continues to work with developer on the construction of Marai's Restaurant, Staff has received the MEPs or Mechanical, Electrical, and Plumbing plans, and is in process of reviewing the submitted documents.
  - 2800 Gulf Freeway – Work is progressing at the McRee Ford project for the construction of the new building.
- Zoning Case Preparation and Completion:

\* Miscellaneous permits include signs, swimming pools, driveway's, fences, irrigation, demolition, house moving, & permits issued for other departments.



# CITY OF DICKINSON

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- 614 FM 517 W – City Council has held a public hearing and passed the first reading of an ordinance pertaining to the Specific Use Permit Request of TJ Reeds Better Burgers and Shakes. The second reading of that ordinance is scheduled for July 12, 2016.
- Hotels – Staff prepared an ordinance pertaining to the removal of hotels as a permitted use in the General Commercial Zoning District, and placing the use into uses requiring a Specific Use Permit. The public hearing and first reading of the ordinance pertaining to this amendment was completed by City Council, and the second reading is scheduled for the July, 12 Regular Meeting.
- 606 FM 517 W. – City Staff should be receiving a Specific Use Permit Application for a Special needs preschool to be located at this address. This is within the new commercial building at Dickinson Crossing.
- Comprehensive Plan
  - Staff is now working on ensuring each chapter passed by City Council do not have conflicting information and will work to schedule a date that we will hold a public open house on the Comprehensive Plan.

## **Permits & Inspections**

- Commercial Projects:
  - Commercial Building (New)
  - Commercial Remodeling-Tenant Finish
    - 734 W FM 517 – Little Caesars
  - Change of Occupancy
    - 746 W FM 517 – Beyond Nails & Spa
    - 3717 Hwy 3 – Ashley Adams & Associates
- Residential Projects:
  - Permits have been issued for 6 new homes.
  - Permits have been issued for 6 residential remodel & addition projects.
  - 43 Miscellaneous\* permits issued.
- MEP Permits:
  - 13 Mechanical permits issued.
  - 23 Electrical permits issued.
  - 20 Plumbing permits issued.
- CDBG Hurricane Ike Projects:
  - 0 House re-construction projects.
  - 3 Elevation projects.

\* Miscellaneous permits include signs, swimming pools, driveway's, fences, irrigation, demolition, house moving, & permits issued for other departments.



# CITY OF DICKINSON

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- Plan Reviews, Inspections & Contractor Registrations:
  - 25 plan reviews completed.
  - 178 inspections completed.
  - 39 contractor registrations processed.
- Total Valuation Of Improvements Permitted is **\$2,550,358.00**
- Total Permit Fees Collected **\$26,292.55**

## **Code Enforcement**

- Complaint Investigations:
  - 27 new inspections & cases opened.
  - 98 re-inspections.
  - 27 Compliance – cases closed.
    - 1 abated by city staff.
    - 26 abated voluntarily.
  - 0 citation issue.
  - 0 zoning violations.
  - 0 structure demolished voluntarily
  - 16 hours cross training
  - 9 vehicles illegally offered for sale.
  - 70 Off premise signs in right of way.
- Building Standard Commission:
  - 0 Structures demolished.
  - 0 BSC hearing
  - 7 Structures to be demolished

\* Miscellaneous permits include signs, swimming pools, driveway's, fences, irrigation, demolition, house moving, & permits issued for other departments.



**Irma Rivera**

4403 HWY 3 Dickinson, Texas 77539

(281) 337-6264 (281) 337-6190 fax

[www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us)

[irivera@ci.dickinson.tx.us](mailto:irivera@ci.dickinson.tx.us)

**To:** Honorable Mayor and City Council  
**From:** Irma Rivera, Court Administrator  
**CC:** Julie Robinson, City Administrator  
**Date:** 7/7/2016  
**Re:** Staff Report for June 2016

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Court calendar for July 2016 as follows:

July 6<sup>th</sup> and 13<sup>th</sup> Arraignment Hearing @ 2:00 p.m.  
July 11<sup>th</sup> Attorney Pre-Trial Hearing @ 1:00 p.m.  
July 25<sup>th</sup> Non-Att. & Juvenile Hearing @ 2:00 p.m.  
July 27<sup>th</sup> Bench Trial Hearing @ 3:00 p.m.

- Court Administrator Irma Rivera attended the Court Administrator's seminar in Corpus Christi.
- The Court recently purchased four new computers, each with 2 monitors, utilizing the Municipal Court Technology Fund which will expedite the Court's service for defendants.
- Please stop by the Court office, as we have a display of educational information regarding traffic laws and safety for all ages.

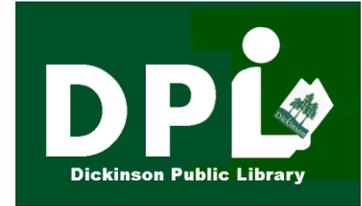
**2014 Dickinson Municipal Court  
Filed Cases**

**2016 DICKINSON MUNICIPAL COURT ACTIVITY REPORT**

<b>CASES FILED</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>YTD Total</b>	<b>2015 Total</b>	<b>2014 Total</b>
Police Department	392	520	428	489	483	458							2,770	4,788	4,999
Municipal Court	35	39	68	71	44	91							348	830	697
Code Enforcement	1	2	17	9	3	1							33	11	22
Fire Marshal	1	1				2							4	35	18
Animal Control														17	48
Transferred Out														0	48
Reserve Officer														0	0
Texas Department of Public Safety	19	5	5	6	9	12							56	72	29
<b>TOTAL FILED VIOLATIONS</b>	<b>448</b>	<b>567</b>	<b>518</b>	<b>575</b>	<b>539</b>	<b>564</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,211</b>	<b>5,753</b>	<b>5,861</b>

<b>WARRANTS ISSUED</b>														<b>2015 Total</b>	<b>2014 Total</b>
Police Department	99	156	139	199	110	245							948	2,069	1,479
Municipal Court	55	71	73	96	51	127							473	1,175	930
Code Enforcement	0				6								6	4	5
Fire Marshal	0			1									1	5	3
Animal Control	0												0	21	30
Transferred Out	5	4	2	7		5							23	85	194
Reserve Officer														0	3
Texas Department of Public Safety	4	2	4	2	2	4							18	36	13
<b>TOTAL WARRANTS ISSUED</b>	<b>163</b>	<b>233</b>	<b>218</b>	<b>305</b>	<b>169</b>	<b>381</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,469</b>	<b>3,395</b>	<b>2,657</b>

<b>WARRANTS CLEARED</b>														<b>2015 Total</b>	<b>2014 Total</b>
Police Department	105	137	158	93	134	109							736	1,596	1,181
Municipal Court	81	92	97	55	71	62							458	1,066	899
Fire Marshal	0		2		1	1							4	2	5
Code Enforcement	0				6	1							7	3	8
Animal Control	0	0											0	24	74
Transferred Out	18	32	32	9	14	26							131	292	477
Reserve Officer	1	0	2			2							5	0	9
Texas Department of Public Safety	0	1	4		5	1							11	28	21
<b>TOTAL WARRANTS CLEARED</b>	<b>205</b>	<b>262</b>	<b>295</b>	<b>157</b>	<b>231</b>	<b>202</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,352</b>	<b>3,011</b>	<b>2,674</b>



**TO: Honorable Mayor and Council Members**

**FROM: Vicki McCallister, Library Director**

**CC: Julie M. Robinson, City Administrator**

**DATE: June 7, 2016**

**SUBJECT: Dickinson Public Library (DPL) Staff Report – June 2016**

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### ***NEW PROJECTS***

**Lunch at the Library**- Dickinson Public Library is participating with the Dickinson School District for the months of June and July in a **Lunch at the Library** Program. The Library became a designated spot for the District Nutritional Department to drop off lunches for children up to 18 years of age. The School District brings and distributes the lunches and the Library provides a place for the kids to sit and eat their lunch picnic style on the grass outside of the Library next to the statues. The lunches are offered on Tuesday and Thursdays at 12:00 pm free to ages 0 – 18. In the 8 days of June that the program was offered, 180 children received free lunches.

### ***ONGOING/COMPLETED PROJECTS***

#### **Summer Reading Program 2016-**

The DPL 2016 Summer Reading Program theme is “Get Ready, Set, Read”. Reading programs are on Monday, Tuesday and Wednesday mornings and Wednesday afternoon. Our weekly reading themes for the month of June were Ready, Set, Read-Getting Healthy-Fun with Games-Olympics. Our Special performers for the month of June were The Jumperoos, Al Garza Premier Martial Arts, Julie Massey from the Galveston Extension Office, Library Olympics games, Zumba class, John O’Bryant Comedy Magic, Hustletown Hoopers.

In addition to the programming, all children are given a reading log to either keep track of their minutes read or minutes that parents read to them. When the log is filled out the

children bring it in to the Library and pick out a book to keep for their own home library and free coupons from Whataburger, McDonalds and Luna's.

Each week a different picture of a sport champion is hidden in the Library. If the child finds the picture they tell a staff member and they will receive a small prize. This encourages the children to browse the books and become comfortable in the Library. In addition, the library is decorated with the athletic theme. Drop in to see some "Gator" memorabilia that is very popular.

**Friday's at the Movies** – Each Friday in June and July, DPL offers current and popular "G" rated movies with snacks provided for the children.

**Gulf Coast Reads-** This will be the second year the Dickinson Public Library will participate in this program which has grown to include 7 Houston area counties. This year's chosen book is "The Train to Crystal City." It will be the first non-fiction book featured. The book details the plight of a Secret Prisoner Exchange Program from WW 11 and America's Only Family Internment Camp during World War 11 located in Crystal City Texas. It is available for check out in print and electronically from DPL. As always the program will run the month of October with many programs all over Southeast Texas. More detailed information will be available in the future and the website is open now. The next meeting is scheduled for July 17, 2015 and will be attended by Library Director, Vicki McCallister.

**Texas State Library Grants – FY 2017 -** The Texas State Library and Archives informed the Dickinson Public Library that they placed 7th out of the 17 Public libraries in 2017 who have been selected to receive a grant funding request for an Impact Grant through TSLAC. Starting October 1, 2016, the Library will be offering one adult learning class on **Linked In** and workforce assistance and 2 classes per month focusing on an intermediate level of training for adults on the Libraries' public access computers. Sam Torrez, the DPL's new IT Librarian will conduct these classes.

**Grants –** Catalog Librarian, Caitlin Campbell submitted a final purchase using the last of the grant funding during June and is on track to report and record keep for the upcoming performance report for the Baby Story telling grant-funded program.

**Staff Training-** Catalog/ Communications Librarian , Caitlin Campbell watched a webinar entitled "*Getting Your Library Visible on the Web*" which was put on by NovelList and highlighted their role in getting library holdings to display as search results on web search engines like Google or Yahoo. Libraries can increase visibility by using a special type of library catalog record language, BIBFRAME, however this appears to be most effective for archival holdings that other institutions or websites might not have information on. Caitlin has requested more information about the Linked Library Network to see how it might be of use for us in possible future development.

**IT Update** - Youth/IT Librarian, Sam Torrez and Robert White of **PC and Cable** upgraded the Library Atrium software to the latest version. The Library had not had the expertise to do this for some time and was able to go from Version 10.0 to the current version 10.6. It is expected that the new features will increase the productivity and useable friendly nature of the Library System.

**Friends of the Dickinson Library** - Library Director, Vicki McCallister and Friends of the Dickinson Library, President, Dixie Louis met to establish some future program ideas and possible membership drive scenarios to present to the current members of the Friends at their next meeting in July.

**Computers for Beginners**- Suspended until September 2016.

**Crochet Classes**- Suspended until September 1016.

**Adult Coloring Book Club** –The club will resume in September.

**July Summer Reading** Calendar follows:

# ON YOUR MARK, GET SET... READ!



## Dickinson Public Library

JUNE 2016						
SUN	MON	TUES	WED	THURS	FRI	SAT
			1	2	3	4
5	6 10 am Preschool Story Time	7 10 am School Age Book Fun Time	8 10 am & 1pm Preschool Story Time	9 10 am Baby Story Time ***** 1 pm Highflyers Jump Rope Team	10 @ The Movies 1 pm <u>Norm of the North</u>	11
12	13 10 am Preschool Story Time	14 10 am School Age Book Fun Time ***** 1 pm Al Garza: Karate	15 10 am & 1 pm Preschool Story Time	16 10 am Baby Story Time ***** 1 pm Julie Massey: Fun with Nature	17 @ The Movies 1 pm <u>Zootopia</u>	18 11 am TEEN ZONE: MOVIE DAY
19	20 10 am Preschool Story Time	21 10 am School Age Book Fun Time ***** 1 pm Library Olympics	22 10 am & 1 pm Preschool Story Time	23 10am Baby Story Time ***** 1pm Zumba Party	24 @ The Movies 1 pm <u>Alvin and the Chipmunks: The Road Chip</u>	25
JULY 2016						
SUN	MON	TUES	WED	THURS	FRI	SAT
26	27 10 am Preschool Story Time	28 10 am School Age Book Fun Time ***** 1pm John O'Bryant: Comedy Magic	29 10 am & 1pm Preschool Story Time	30 10 am Baby Story Time ***** 1 pm Mad About Hoops	1 @ The Movies 1 pm <u>Minions</u>	2 Library Closed
3	4 Library Closed 	5 10 am School Age Book Fun Time ***** 1 pm Hip Hop Dance	6 10 am & 1pm Preschool Story Time	7 10 am Baby Story Time ***** 1 pm Mystery Theater	8 @ The Movies 1 pm <u>Kung Fu Panda 3</u>	9
10	11 10 am Preschool Story Time	12 10 am School Age Book Fun Time ***** 1 pm Professor Chrome Dome	13 10 am & 1pm Preschool Story Time	14 10 am Baby Story Time ***** 1 pm Houston Museum: Oceana	15 @ The Movies 1 pm <u>Hotel Transylvania 2</u>	16 11 am TEEN ZONE: WII GAMES
17	18 10 am Preschool Story Time	19 10 am School Age Book Fun Time ***** 1pm Party Animals	20 10 am & 1 pm Preschool Story Time	21 10 am Baby Story Time ***** 1 pm Mark Shepherd: Crazy Scientist	22 10 am Hampstead Stage Co. Wizard of Oz ***** @ The Movies 1 pm <u>The Peanut Movie</u>	23
24	25 10 am Preschool Story Time	26 10 am School Age Book Fun Time ***** 1 pm Dickinson HS: Coach Edmonds	27 10 am & 1 pm Preschool Story Time	28 10 am Baby Story Time	29 @ The Movies 1 pm <u>Shaun the Sheep</u>	30 11 am Ronald McDonald Party 

FREE SUMMER PROGRAMS

LIMITED SEATING FOR SPECIAL PROGRAMS

4411 Highway 3, Dickinson, Texas 77539

281-534-3812

[www.dickinsonpubliclibrary.org](http://www.dickinsonpubliclibrary.org)



ollows:

## **READ-TO-ME PROGRAM**

- **Infants – Early School Age**
  - **Children who do not read on own**
  - 25 books listened to
  - Parents keep a reading log
  - Return log to library for a prize and a coupon
  - June 1, 2016 – August 1, 2016
- **Bebés – Edad Escolar Temprana**
  - **Niños que no leen por ellos mismos**
  - Escuchar 25 libros
  - Padres conservan registro de lectura
  - Regresarlo a la biblioteca para premio y cupón
  - Junio 1, 2016 – Agosto 1, 2016

## **READER'S PROGRAM**

- **School Age – Middle School Age**
  - **Children who read on their own**
  - 300 minutes of reading
  - Child keeps a reading log
  - Read anything: books, magazines, comics, mobile apps, tablets
  - Return log to library for a prize and a coupon
  - June 1, 2016 – August 1, 2016
- **Edad Escolar – Escuela Media**
  - **Niños que leen por ellos mismos**
  - 300 minutos de lectura
  - Niños mantienen registro de lectura
  - Leer cualquier cosa: libros, revistas, cómicos, aplicaciones móviles, tabletas
  - Regresarlo a la biblioteca para premio y cupón
  - Junio 1, 2016 – Agosto 1, 2016

## **TEENS READ PROGRAM**

- **Teens, 7<sup>th</sup> – 12<sup>th</sup> grades**
  - 15 hours of reading
  - Teen keeps a reading log
  - Return to library for a prize and a coupon
  - Read anything: books, magazines, social media, manga, mobile apps
  - Return 2 logs to enter drawing for an eReader tablet
  - June 1, 2016 – August 1, 2016
- **Adolescentes, de 7<sup>o</sup> - 12<sup>o</sup> grado**
  - 15 horas de lectura
  - Adolescentes mantienen registro de lectura
  - Regresarlo a la biblioteca para premio y cupón
  - Leer cualquier cosa: libros, revistas, cómicos, aplicaciones móviles, tabletas
  - Regresar 2 registros para participar en la rifa de una tableta eReader
  - Junio 1, 2016 – Agosto 1, 2016

## **HOW TO GET A LIBRARY CARD**

Library cards are free of charge to Texas residents.

To get a library card, come to the library to fill out a short application and bring ID and proof of your current address. For further information about these programs, or about programs for other children, please feel free to call us!

(Dickinson Public Library will make reasonable accommodations for people with disabilities who are interested in using the library and attending library programs. If accommodations need to be made, please notify the library 48hrs in advance.)

### **ALL FINAL READING LOGS DUE BY AUGUST 1<sup>st</sup>**

Any questions please feel free to call us. We are here to help!  
(281) 534-3812

## GALVESTON CO. LIBRARY MONTHLY STATISTICS REPORT

Library  Dickinson Public Library    Month  June    Year  2016

### **SERVICES**

Books Loaned		4887
Audio Books Loaned		82
Music CDs/Cassettes Loaned		9
Videos/DVDs Loaned		2118
Other Materials Loaned		0
Total Circulation Transactions		7016
Juvenile Transactions (a part of total circulation transactions)		3508
Materials Used in House		499
New Patrons Registered		234
Reference Transactions/Information Questions	401	333
Adult Programs offered by the Library - # Programs & # Attendees	0	0
Young Adult Programs offered by the Library - # Programs & # Attendees	0	0
Children's Programs offered by the Library - # Programs & # Attendees	0	1193
Number of Visits (Door Count)		7439
Volunteer Hours		30

### **INTERNET AND ELECTRONIC SERVICES**

Internet Users		1522
Internet Hours		1378
Number of Wi-Fi Sessions		25
Number of Web Page Hits		4709

### **RESOURCE SHARING**

<b>ILL</b> borrowed from other libraries outside of Galveston Co.		11
<b>ISL</b> borrowed from other public libraries in Galveston Co.		5
<b>Total ILL &amp; ISL borrowed</b> from other libraries		16

<b>Total ILL &amp; ISL requests loaned</b> to libraries for our users	19
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**To: Mayor & Council Members**

**From:** Chief Ron Morales

**Date:** July 5, 2016

**Re: June News**

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#### Administrative Services

- Received a CJIS Security Audit from DPS Auditor Chip Burleson. The audit went well with minimal non-compliance policy issues. All non-compliance policy issues will be addressed and corrected by the deadline date of July 28, 2016.
- Met with the City Administrator and Administrative Services Manager to discuss the Law Enforcement, Emergency Management and Information Technology budgets for FY 2017.
- Worked with the Texas Parks & Wildlife Department and the Galveston County Sheriff's Office Marine Division for the provision of marine safety enforcement during the Annual Poker Run on the Dickinson Bayou near the Tropical Gardens Subdivision.

#### Patrol Division

- A fundraiser for Officer Elias "EJ" Juarez was held on June 11th at the Dickinson VFW Hall on SH3. The food was provided by the Lighthouse Cooking Team. Mr. Tim Alexander did a great job as auctioneer. A lot of money was raised on EJ's behalf.
- Detective Sergeant John Lopez, "J-Lo", officially retired on the 18th of June after 15 years of service. A farewell party was held on Thursday, June 16th at the Dickinson Police Department for J-Lo and his family. The entire staff wishes Sgt. Lopez well in his retirement.
- Officers and staff met at the Dickinson Police Department on June 22nd for a new Dickinson Police Department photograph. The last departmental photograph was taken ten years ago.
- An "Armed Robbery" occurred at the T-Mobile store at 3600 I-45 on June 30<sup>th</sup>. Two suspects entered the store and demanded phones; one of the suspects displayed a firearm. Approximately 20 iPhones were taken and the suspects left in an older model minivan. The suspect vehicle was later located at 600 Deats Road, still running and with the steering column defeated. The vehicle had been reported stolen out of Houston. The vehicle was recovered and the case is under investigation.

### **Criminal Investigation Division**

- Detective Tim Cromie was promoted to Detective Sergeant. Officer Allen Oliver was promoted to Detective. Sgt. Cromie and Det. Oliver began their new positions on June 19, 2016.
- Sgt. Cromie attended training with the FBI on “Crisis Communication and Law Enforcement Media Relations”. The training was held at the FBI Houston Office and was presented by Gail Pennybacker and Ken White from the FBI National Academy.
- A 28 year old male was arrested on Felony Theft charges after an investigation found he had stolen over \$8,800 in property, including lawn equipment, power tools and jewelry. A large majority of the property has been recovered and returned to the victim.
- On June 23<sup>rd</sup>, Detectives served a Felony Warrant on a 27 year old male at his home in Dickinson. After an investigation involving a local financial institution, the male was charged with “Forgery”, a State Jail Felony with a bond of \$2,000.

### **Crime Prevention & Community Policing**

- The Galveston County 4-H Club donated stuffed animals to the Dickinson Police Department.
- The Dickinson Student Police Academy, Class 11, began on June 7th.
- Officers met with Crime Stoppers of Galveston County.
- The DCPAAA held their executive board meeting in the PD Conference Room.
- The Dickinson Police Department received our updated Best Practices Certificate at City Council.
- Dickinson Student Police Academy Class 11 completed classes in “Patrol Procedures” and “Traffic Stops” (complete with scenarios).
- The DCPAAA had their general meeting.

### **VOCA Grant Activities**

- Assisted 31 Families (total of 34 victims served).
- Contacted 31 victims by mail and 31 by phone.

### **Information Technology**

- Met with Tyco Integrated Solutions on numerous occasions throughout the month of June to repair magnetic locks and access control systems in the Police Station.
- Attended a webinar put on by the company “Regroup” for the provision of a mass communication service (similar to Blackboard Connect CTY).

## 2016 Dickinson Police Department Crime and Traffic Report

<b>Criminal Activity</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>YTD Total</b>	<b>2015 Total</b>	<b>2014 Total</b>
Criminal Homicide - Negligent Manslaughter	0	0	0	0	0	0							0	0	0
Forcible Rape	0	4	3	4	2	0							13	10	8
Robbery	2	0	1	0	3	2							8	17	14
Aggravated Assault	3	2	5	3	2	3							18	16	32
Assault	21	26	32	30	30	27							166	327	264
Assault on Peace Officer	0	0	0	0	1	0							1	3	1
Burglary	11	3	5	6	8	6							39	104	121
Larceny/Theft	33	31	29	28	28	13							162	322	373
Motor Vehicle Theft	3	2	3	1	4	5							18	39	31
Arson	1	0	0	0	0	0							1	2	1
<b>Total Reportable Offenses</b>	<b>73</b>	<b>68</b>	<b>78</b>	<b>72</b>	<b>77</b>	<b>56</b>							<b>424</b>	<b>838</b>	<b>843</b>
Total Calls Received and Dispatched	1,911	1,799	1,813	1,853	1,884	1,889							11,149	24,228	46,441
Total Cases Cleared by Arrests	8	11	17	15	22	14							87	167	218
Total Arrests (Adult)	127	119	138	138	140	115							777	1,380	1,139
Total Adult Felony Arrests	12	2	4	6	12	9							45	77	120
Total Arrests (Juvenile)	1	0	4	2	2	1							10	13	26
Total Juvenile Felony Arrests	1	0	2	1	0	0							4	0	6
Total Value of Vehicles Stolen	\$45,000	\$97,000	\$15,000	\$20,000	\$42,000	\$50,000							\$269,000	\$427,501	\$368,300
Total Value of all other Property Stolen	\$57,781	\$27,641	\$23,415	\$31,432	\$31,909	\$15,448							\$187,626	\$469,993	\$557,298
Total Value of all Property Recovered	\$10,172	\$33,198	\$50	\$21,047	\$0	\$20,500							\$84,967	\$214,772	\$244,702
Total Vehicles Stolen/Received other Department	0	1	0	0	0	1							2	3	9
Total Vehicles Stolen/Received Local	1	0	0	1	0	1							3	16	14
Total Vehicles Stolen other Department/Received Local	2	0	1	0	1	0							4	10	5
<b>Traffic Activity</b>													<b>YTD Total</b>	<b>2015 Total</b>	<b>2014 Total</b>
Total Accidents Reported	36	40	56	55	42	43							272	454	442
Total Accidents with Property Damage	2	3	4	5	4	4							22	32	28
Total Accidents with Personal Injury	6	7	14	7	7	10							51	80	78
Total Number of Personal Injury	7	8	19	12	7	13							66	102	93
Total Fatality Accidents	1	0	0	1	0	0							2	4	0
Total of Warning Tickets (Moving Violations)	93	75	114	117	107	116							622	1,253	2,314
Total of Warning Tickets (Non-Moving Violations)	258	150	138	118	105	134							903	1,640	2,806
Total Citations Issued to Adults	351	354	315	397	364	349							2,130	3,740	3,992
Total Citations Issued to Juveniles	1	9	3	4	3	6							26	39	61
Total Number of all Violations	455	467	416	523	459	452							2,772	4,700	4,993
Total Amount of Fines Assessed	\$115,971	\$123,685	\$110,698	\$137,296	\$125,354	\$115,660							\$728,664	\$1,058,159	\$1,162,888



**TO: Honorable Mayor and City Council Members**

**FROM: Paul Booth, Director of Public Works**

**DATE: July 6, 2016**

**SUBJECT: Monthly Project Report – June 2016**

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**Stormwater Inspections:** As part of the City's stormwater permitting process, on-site inspections were conducted for new homes being built at the following locations:

- 439 Old Orchard Drive
- 5310 Palm
- 4424 Country Club Drive

**Follow Up SWPP Inspections:**

- 4400 Brauning
- 1732 Lake Raven Drive
- 1753 Oakdale Mist Drive
- 1745 Oakdale Mist Drive
- 1749 Oakdale Mist Drive

No current violations have been found at any location, unless otherwise noted.

The contractors, homeowners, or builders were notified of any observed violations, and corrections were made prior to issuing a general permit. Routine follow-up visits will be conducted to ensure that the stormwater pollution prevention compliance measures are maintained.

Assistant to the Public Works Director Alicen Newman has now added SWPP inspections to the Community Development demolition process to help mitigate and/or eliminate non-point source pollution.

**Code Enforcement:**

- Cleaned Car Wash on Lobit Drive
- Mowed Woodlawn
- Conducted meeting on how to combat illegal dumping in the city

**Street Patching:** The Department patched the following streets in June with cold mix:

- Rodeo Bend
- Pin Oak
- Ave I from 20<sup>th</sup> to 24<sup>th</sup>
- Ave H from 20<sup>th</sup> to 24<sup>th</sup>
- Wagon Road
- Ecret Drive
- Sycamore
- Hughes Road
- 45<sup>th</sup> Street
- Melody Lane
- West Bayou Drive
- Pabst
- Longshadow

**Street Projects**

- 33<sup>rd</sup> Street – Street is currently under construction. Weather has set the construction back 5 days.
- Gill Road – Under Construction. One lane is closed and currently being milled of the old material.
- Nebraska – Aranda Brothers has begun construction on the street.

**Street Repair:**

- Plantation Drive – entire street
- Water Street – entire street

**Bayou Chantilly Outfall Repair** – RAC Industries currently finished both outfall repairs. Paul has met with Raul Chapa to conduct the final walk through on the repairs.

**Drainage Maintenance:** In anticipation of severe weather, our drainage division checked and cleaned the following drains:

- Timber Drive
- Ave I
- Ave G
- Yupon
- Shadow Lane
- Lockwood
- Longwood
- Colonial Estates
- Crest
- Sherwood Oak
- Inwood

- Lobit
- Maple
- Ash Drive
- Commodore
- Harbor Light Drive
- Yacht Club Drive
- Mariner's Way
- Kansas
- Texas Ave
- California
- Colorado
- Corner of Park Ave and California – 3 way crossover cleaned and inspected.

In addition the drainage department has dug ditches to grade areas around the city to allow for better flow:

- 1414 Hughes Road
- Evergreen

**Highway 3 Overlay District Street Light Installation** - All the components (Arm, Base & Luminaire) are ready to ship. We are only waiting on the steel pole to arrive from our foundry. They are scheduled to ship out this weekend. With that said, to be honest they have not been the most reliable with their delivery schedules.

**Tree Trimming** – Trimmed trees on Park ave from Nichols to Park Ave Dead end and to California to FM517.

**Right of Way Mowing** –

- Lot next door to City Hall
- Park Ave
- Flat side of ROW cut

**Slope Mowing** – Public Works is currently working with Coastal Maintenance and two other companies to get the three quotes needed to complete our purchasing requirements to move forward on this project.

**Request Tracker** – Our department has received over 95 Closed Concerns; 95 in process for various jobs related to streets and drainage and 110 new concerns.

**Continuing Monthly Activities** - There are a number of activities that the Public Works Department performs on a monthly basis, including pothole repairs, reporting street light outages to the appropriate electric utility, responding to requests submitted to the City through the City's website, mowing of rights-of-way, and addressing drainage issues.

**FY 2006 - FY 2016 Street Project List (Updated 7-7-16)**

<b>Year Approved</b>	<b>Street</b>	<b>Funding Source</b>	<b>Pavement Type</b>	<b>Status</b>	<b>Cost</b>	<b>Linear Feet</b>
FY 2019	Ave F (Deats to 25th Street)	Street Maintenance Sales Tax	Concrete			2,150
FY 2019	Nevada Street	Street Maintenance Sales Tax	Concrete			1,800
FY 2019	Georiga Avenue	Street Maintenance Sales Tax	Concrete			450
FY 2019	Falco	Street Maintenance Sales Tax	Concrete			1,320
FY 2019	Texas Ave (South of FM 517)	Street Maintenance Sales Tax	Concrete			950
FY 2019	Iowa (42nd Street to 43rd)	Street Maintenance Sales Tax	Concrete			400
FY 2019	Luhning	Street Maintenance Sales Tax	Concrete			1,500
FY 2018	Salvato	Street Maintenance Sales Tax	Concrete			1,320
FY 2018	45th Street (West of Hwy 3)	Street Maintenance Sales Tax	Concrete			1,580
FY 2018	Ave F (20th Street to 25th Street)	Street Maintenance Sales Tax	Concrete			1,850
FY 2018	32nd Street East	Street Maintenance Sales Tax	Concrete			2,950

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FY 2018	Utah Street	Street Maintenance Sales Tax	Concrete			450
FY 2017	Winding Way	Street Maintenance Sales Tax	Concrete			2,400
FY 2017	Pine Lane	Street Maintenance Sales Tax	Concrete			560
FY 2017	Timber Lane	Street Maintenance Sales Tax	Concrete			400
FY 2017	Chicago	Street Maintenance Sales Tax	Concrete			1,200
FY 2017	Holly Drive	Street Maintenance Sales Tax	Concrete			1,260
FY 2017	Woodlawn	Street Maintenance Sales Tax	Concrete			800
FY 2017	Benson	Street Maintenance Sales Tax	Concrete			720
FY 2016	Gill Road (Rodeo Bend to Bess Road ) (includes engineering & drainage) Mar-con Construction Services	Street Maintenance Sales Tax	Concrete	<i>NTP was issued on 5/16 240 Calender Days until Completeion</i>		1,385

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FY 2016	35th Street (East of Kansas to California) (includes engineering & drainage) Aranda Brothers Construction	Street Maintenance Sales Tax	Concrete	<i>NTP was issued on 5/16 240 Calender Days untl Completion</i>		2,245
FY 2016	Hollywood Street (Hwy 3 to Timber Drive) (includes engineering & drainage) Mar-Con Construction Services	Street Maintenance Sales Tax	Concrete	<i>NTP issued on 5/16 210 Calender Days untl Completion</i>		1,390
FY 2016	Johnson Street (includes engineering & drainage) Aranda Brothers Construction	Street Maintenance Sales Tax	Concrete	<i>NTP issued on 5/16 240 Calender Days untl Completion</i>		820
FY 2016	Mariner's Way (Yacht Club Drive to Commodore) (includes engineering & drainage) Mar-Con Construction	Street Maintenance Sales Tax	Concrete	<i>NTP issued on 5/16 210 Calender Days until Completion</i>		790
FY 2016	Nebraska Street (46th Street to dead end) (includes engineering & drainage) Aranda Brothers Construction	Street Maintenance Sales Tax	Concrete	<i>NTP issued on 5/16 240 Calender Days until Completion</i>		1,175
FY 2016	Pine Oak Circle (Pine Oak Drive to Dead End) (includes engineering & drainage) Mar-Con Services	Street Maintenance Sales Tax	Concrete	<i>NTP issued on 5/16 210 Calender Days Until Completion</i>		560
FY 2015	28th St (Hwy 3 to Timber Dr) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction to Begin August 2016 (est)</i>		1,625

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FY 2015	33rd St (East of Kansas Ave to California Ave) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction Began May 31, 2016 (est)</i>		2,275
FY 2015	48th St (East of Hwy 3 to Nebraska St) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>		705
FY 2015	Greenbriar St (Sunset Dr to Oakridge Dr) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction to Begin October 2016 (est)</i>		635
FY 2015	Leonetti Ln (Country Club to Liningr Ln) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>		855
FY 2015	Oleander Dr (West of Palm Dr to the Bridge) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Construction to Begin September 2016</i>		820
FY 2014	48th St (West of Hwy 3) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	134,465.28 (posted thru June)	1,170
FY 2014	Ave L (North of 2nd St) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	240,026.72 (posted thru August)	4,926
FY 2014	Dakota St (South of 517) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	1,052.51 (posted thru June)	2,400
FY 2014	Desel Dr (North of Hughes Rd) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	244,514.12 (posted thru June)	2,500
FY 2014	Martin Luther King Blvd (South of Salvato) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	92,582.36 (posted thru June)	600

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FY 2013	29th St (West of Hwy 3 to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	114,555.99	1,100
FY 2013	36th St (East of Kansas to end of the street)(includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	241,754.50	2,200
FY 2013	Ave G (South of Falco to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	61,514.85	500
FY 2013	Ave H (South of Deats to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	66,844.39	600
FY 2013	Imite (Holly Dr to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	77,056.21	600
FY 2013	Pine Oak Dr (FM 646 to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	182,504.96	1,800
FY 2012	26th Street (Texas Ave to California Ave) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Eastside	Concrete	<i>Completed</i>		1,430
FY 2012	28th Street East (California to Kansas) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	222,785.03	4,040
FY 2012	29th Street (Kansas Ave to California Ave) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Eastside	Concrete	<i>Completed</i>		2,180
FY 2012	42nd Street (Missouri to California) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	61,233.83	422
FY 2012	47th Street (Minnesota to Plum) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	117,696.03	968

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FY 2012	Avenue G (Phase 2) (26th St to 20th St) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	865,122.09 (posted thru July)	2,166
FY 2012	Blue Water Lane (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		320
FY 2012	Central Street (Hwy 3 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	449,686.30 (posted thru July)	800
FY 2012	Ecret Dr (City limits to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2	Concrete	<i>Pending Funding - At Risk Project</i>		1,680
FY 2012	Green Willow Lane (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		430
FY 2012	Live Oak Dr (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		480
FY 2012	Manor Lane (FM 517 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Westside	Concrete	<i>Completed</i>	800.00 (posted thru July)	640
FY 2012	Meadowlark Street (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		490

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FY 2012	Oak Lane (Ave L to end of the street) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	76,359.97	720
FY 2012	Old Castle Lane (Old Bayou Dr to Camp Allen Rd) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2 Bayou Chantilly	Concrete	<i>Completed</i>		525
FY 2012	Oleander Dr (Hwy 3 to Palm Dr) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2	Concrete	<i>Pending Funding - At Risk Project</i>		2,660
FY 2012	Palm Dr (Hughes Rd to Oleander Dr) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 2	Concrete	<i>Pending Funding - At Risk Project</i>		1,320
FY 2012	Pine Grove Drive (Oak St to Yupon St) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	153,373.20 (posted thru July)	1,150
FY 2012	Pine Manor Lane (FM 517 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase Westside Drairage	Concrete	<i>Completed</i>	140,165.00 (posted thru July)	660
FY 2012	Yacht Club Drive (Hughes Rd to Mariners Way) (includes engineering & drainage)	Street Maintenance Sales Tax	Concrete	<i>Completed</i>	109,491.25	1,960
FY 2011	Avenue G (Phase 1) (Falco to 26th St) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	604,908.97	2,166
FY 2011	Avenue I (Deats Rd to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	160,777.73	660

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FY 2011	Bayou Circle (FM 517 to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	169,584.90	760
FY 2011	Belmont Street (Oakridge Dr to Sunset Dr) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	183,555.78	764
FY 2011	Birch Street (includes engineering & drainage)	DEDC/DMD#1	Concrete	<i>Completed</i>	68,992.66	620
FY 2011	Country Club Drive	WCID #1 Bond Funding	Concrete	<i>Completed</i>	407,501.05	3,353
FY 2011	Elm Street (includes engineering & drainage)	DEDC/DMD#1	Concrete	<i>Completed</i>	60,470.61	500
FY 2011	Holly Drive (Timber Dr to end of the street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	171,408.70	660
FY 2011	Timber Drive (22nd Street to 23rd Street) (includes engineering & drainage)	Hurricane Ike CDBG Round 2, Phase 1	Concrete	<i>Completed</i>	146,466.28	380
FY 2011	Timber Drive (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	68,131.15	520
FY 2011	Water Street (includes engineering & drainage)	DEDC	Concrete	<i>Held by DEDC</i>		
FY 2010	44th Street (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	34,108.53	248
FY 2010	Avenue J (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	323,637.34	2,800
FY 2010	Bruce Avenue (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,704
FY 2010	East Sunset Drive Phase II (from Timber to Hwy 3) (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	178,745.82	1,650

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FY 2010	FM 646 (FM 517 to 2nd Street) (includes engineering & drainage)	County/TxDOT	Concrete	<i>Completed</i>	5,422,788.00	5,820
FY 2010	Grand Blvd (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,340
FY 2010	Gum Drive (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,054
FY 2010	Hughes Road (East of Hwy 3 to Humble Camp) (includes engineering & drainage)	County Bond	Concrete	<i>Completed</i>	599,500.00	2,212
FY 2010	Island Drive (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	681
FY 2010	Lover's Lane (includes engineering & drainage)	City Funds - TAN	Concrete	<i>Completed</i>	299,409.00	2,680
FY 2010	Oakridge Drive (includes engineering & drainage)	City Funds - TAN	Concrete	<i>Completed</i>	149,313.78	1,823
FY 2010	Owens Drive (FM 517 to FM 646) (includes engineering & drainage)	County Bond	Concrete	<i>Completed</i>	1,637,288.75	2,960
FY 2010	Scenic Drive (includes engineering & drainage)	Hurricane Ike CDBG Round 1	Concrete	<i>Completed</i>	231,548.09	1,870
FY 2010	Tanglebriar Circle (includes engineering & drainage)	City Funds - TAN	Concrete	<i>Completed</i>	33,500.16	150
FY 2009	East Sunset Drive Phase I (includes engineering & drainage)	DEDC	Concrete	<i>Completed</i>	311,099.00	2,028
FY 2009	Tanglebriar Drive (includes engineering & drainage)	City Funds	Concrete	<i>Completed</i>	240,438.00	1,399
FY 2008	42nd Street (from Texas Ave to Galveston Ave)	DEDC	Concrete	<i>Completed</i>	108,311.40	400

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FY 2008	Hughes Lane (North of FM 517 W)	DEDC	Concrete	<i>Completed</i>	276,883.72	2,956
FY 2008	Ohio Avenue	DEDC	Concrete	<i>Completed</i>	195,986.18	1,200
FY 2008	West Sunset	DEDC	Concrete	<i>Completed</i>	382,052.57	2,900
FY 2007	37th Street (from Baker to California)	DEDC	Concrete	<i>Completed</i>	222,040.95	1,510
FY 2007	Galveston Avenue (from FM 517 E to Park Ave)	DEDC	Concrete	<i>Completed</i>	192,501.02	1,284
FY 2007	Hill Avenue (from FM 517 E to County line)	DEDC	Concrete	<i>Completed</i>	360,877.62	2,680
FY 2007	Texas Avenue (from FM 517 E to 42nd)	DEDC	Concrete	<i>Completed</i>	96,250.50	400
FY 2006	34th Street (from Baker to California)	DEDC	Concrete	<i>Completed</i>	171,839.01	1,486
FY 2006	39th Street (from Baker to California)	DEDC	Concrete	<i>Completed</i>	203,285.66	1,490
FY 2006	Bruce Avenue	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Harbor Light Drive	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Maple Drive	DEDC	Concrete	<i>Completed</i>	255,625.94	1,908
FY 2006	Mariner Way	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Nevada Street	City Funds	Chip & Seal	<i>Completed</i>		
FY 2006	Nichols Avenue (from FM 517 E to County line)	DEDC	Concrete	<i>Completed</i>	144,780.79	3,262
FY 2006	Wagon Road	City Funds	Chip & Seal	<i>Completed</i>		





## **FUTURE CITY COUNCIL AGENDA ITEMS**

### **July 2016**

#### **07/26/2016**

##### Special Council Meeting

- Budget Workshop (as necessary)

##### Regular Council Meeting

- FY 2016-2017 Recommended Budget
- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on Activities of Dickinson Bayou Watershed Steering Committee
- Revised School Speed Zone Ordinance

### **August 2016**

#### **08/09/2016**

##### Special Council Meeting

- Budget Workshop (as necessary)

##### Regular Council Meeting

- Ordinance Approving 2016 Appraisal Roll
- Acceptance of FY 2016-2017 Effective and Rollback Tax Rates
- Proposal of FY 2016-2017 Tax Rate and Scheduling of Public Hearings for Proposed Tax Rate and Adoption of the FY 2016-2017 Budget
- Update on Public Works Projects
- Public Hearing and First Reading of Ordinance Adopting Complete Comprehensive Plan
- FY16 First Amended Budget
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#### **08/23/2016**

##### Special Council Meeting

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##### Regular Council Meeting

- Public Hearing On Proposed Tax Rate For Fiscal Year 2016-2017.
- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- 3rd Quarter Financial & Investment Report
- Recessing the Regularly Scheduled Meeting of the City Council in Order to Conduct Business as the City of Dickinson Employee Benefits Trust.

- Reconvene
- Accepting the Action of the City of Dickinson Employee Benefits Trust with Regard to Employee Medical, Pharmacy, Dental, Life, Vision and Long-Term Disability Insurance.
- Widget Briefing – Public Works – Tree Removal
- Second Reading of Ordinance Adopting Complete Comprehensive Plan

**08/30/2016**

Special Council Meeting

- Second Public Hearing on a Proposed FY 2016-2017 Tax Rate

**September 2016**

**09/13/2016**

Special Council Meeting

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Regular Council Meeting

- Convene a Public Hearing Regarding the Proposed Fiscal Year 2016-2017 Budget and Tax Rate.
- Ordinance Adopting FY 2016-2017 Budget
- Ordinance Adopting FY 2016-2017 Tax Rate
- Ratification of Increased Property Tax Revenues Reflected in the Fiscal Year 2016-2017 Budget Adopted Pursuant to Ordinance Number XXX-2016
- Update on Public Works Projects

**09/27/2016**

Special Council Meeting

- Revised Needs Assessment for Police Building

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on Activities of the Dickinson Bayou Watershed Partnership
- GCAD nomination
- Annual Reappointment of Municipal Court Prosecutor
- Agreement with Employer Solutions Employee Support PLLC FY 2016-2017
- Award of Competitive Sealed Bid for Official Newspaper
- Update on Activities of Dickinson Bayou Watershed Steering Committee
- Widget Briefing – Economic Development/Tourism

**October 2016**

**10/13/2016**

Special Council Meeting

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Regular Council Meeting

- Breast Cancer Awareness
- Update on Public Works Projects
- Designate Official City Newspaper
- Galveston County Appraisal District Nominations
- Appointments to HGAC

**10/27/2016**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on Activities of the Dickinson Bayou Watershed Partnership

**November 2016**

**11/08/2016**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Re-approve FFAST form
- Appointments/Reappointments to Boards and Commissions
- 4<sup>th</sup> Quarter Financial & Investment Report
- Cancellation of November 22, 2016 and December 27, 2016 Regular City Council Meetings Due to Holidays

**December 2016**

**12/13/2016**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Appointments to Galveston Central Appraisal District Board of Directors

## **January 2017**

**01/10/2017**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Council Review of Proposed 2017 Drainage Fee Bill Format

**01/24/2017**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of the Dickinson Bayou Watershed Partnership

## **February 2017**

**01/14/2017**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council

**01/28/2017**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of the Dickinson Bayou Watershed Partnership

## **March 2017**

**03/14/2017**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Resolution Aerial Spraying
- Racial Profiling Reports from Police Department and Fire Marshal's Office

**03/28/2017**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of the Dickinson Bayou Watershed Partnership
- Proclamation – Child Abuse Prevention Awareness Month

**April 2017**

**4/11/2017**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Proclamation – Parkinson's
- Proclamation - Holy Trinity Episcopal Church Strawberry Festival
- Proclamation - Fair Housing

**4/25/2017**

Special Council Meeting

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Regular Council Meeting

- Proclamation – Motorcycle Awareness
- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Update on Activities of the Dickinson Bayou Watershed Partnership

**May 2017**

**5/09/2017**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Update on the Activities of the Galveston County Transit District Board

**5/23/2017**

Special Council Meeting

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Regular Council Meeting

- Update on Activities of Houston-Galveston Area Council
- Update on Activities of the Dickinson Bayou Watershed Partnership
- Appointments/Reappointments to Boards and Commissions
- 2<sup>nd</sup> Quarter Financial & Investment Report

**June 2017**

**6/13/2017**

Special Council Meeting

- Budget Workshop

Regular Council Meeting

- Update on Public Works Projects

**6/27/2017**

Special Council Meeting

- Budget Workshop

Regular Council Meeting

- Update on Public Works Projects
- Update on Activities of Houston-Galveston Area Council
- Use of Unassigned Fund Balance

**July 2017**

**07/11/2017**

Special Council Meeting

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Regular Council Meeting

- Update on Public Works Projects
- Use of Unassigned Fund Balance