



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, January 23, 2024 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K Nelson

Mayor Pro Tem: Blayne Finlay

Council Members: Benjamin Flores, Bradley Westmoreland, Becca Sitz, Jim Folse

Vision Statement

Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.

AGENDA

THE FOLLOWING ITEM WILL BE ADDRESSED AT THIS OR ANY OTHER MEETING OF THE CITY COUNCIL UPON THE REQUEST OF THE MAYOR, ANY MEMBER(S) OF COUNCIL AND/OR THE CITY ATTORNEY:

ANNOUNCEMENT BY THE MAYOR THAT COUNCIL WILL RETIRE INTO CLOSED SESSION FOR CONSULTATION WITH CITY ATTORNEY ON MATTERS IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT (TITLE 5, CHAPTER 551, SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE).

CALL TO ORDER AND CERTIFICATION OF QUORUM

INVOCATION & PLEDGE

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

Councilwoman Becca Sitz

MISSION STATEMENT

The City of Bay City is committed to fostering future economic growth by collaborating with our citizens, employers, current and future businesses, as well as the Community and Economic Development Centers. We strive to deliver superior municipal services and to invest in quality-of-life initiatives such as housing, businesses, jobs and activities for all citizens. We make a concerted effort to respond to resident's concerns in a timely and professional manner in order to achieve customer satisfaction.

Councilwoman Becca Sitz

APPROVAL OF AGENDA**PUBLIC COMMENTS**

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

ACKNOWLEDGEMENT FROM CITY MANAGER**ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS****CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL**

1. City Council Regular meeting minutes of December 19, 2023.

DEPARTMENT REPORTS

2. **Presentation ~ Public Works report and presentation.** Krystal Mason, Assistant Public Works Director

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

3. **Agreement ~ Discuss, consider, and/or approve an Agreement for Services with Terracon for Materials Services for the Wastewater Treatment Plant Rehabilitation Project.** Herb Blomquist, Public Works Director
4. **Grant ~ Discuss, consider, and/or approve City of Bay City authorization to issue requests for proposals for administrative services (RFP) and requests for qualifications (RFQ) for the 2024 Texas Community Development Block Grant Program, Downtown Revitalization Program administered by the Texas Department of Agriculture.** Gabriel Lopez, Engineering Tech
5. **Resolution ~ Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas submitting the "MDT Update Project" (mobile data terminals) grant application under the Office of the Governor Public Safety Office.** Lt. Chris Hadash, Police Department
6. **Resolution ~ Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas submitting the "Body Worn Camera Update Project" grant application under the Office of the Governor Public Safety Office.** Lt. Chris Hadash, Police Department
7. **Contract ~ Discuss, consider, and/or approve an Engineering Contract for the Quiet Zone.** Shawna Burkhart, City Manager
8. **Proposal~ Discuss, consider, and/or approve a proposal from CRG Texas Environmental Services for site inspection and limited water and surface soil sample analysis.**

- 9. Ordinance ~ Discuss, consider, and/or approve an ordinance of the City Council of the City of Bay City, Texas, amending Chapter 2 of the City's Code of Ordinances to change the meeting date and time providing for a cumulative & conflict clause; providing for severability and the repeal of conflicting ordinances; and providing an effective date.** Anne Marie Odefey, City Attorney
- 10. Administration ~ Discuss, consider, and/or approve Council members pay for Regular Meetings.** Councilman Ben Flores
- 11. Administration ~ Discuss, consider, and/or approve Council members dismissal due to absences.** Councilman Ben Flores

CLOSED / EXECUTIVE SESSION

- 12. Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).**
- 13. Executive Session pursuant to Section 551.076(1) of the Texas Government Code (Deliberation regarding security devices): Police Department**
- 14. Executive Session pursuant to the Texas Government Code Section 551.087 to discuss economic development negotiations.**
- 15. Executive Session pursuant to Section 551.071(1) of the Texas Government Code (Consultation with Counsel on Legal Matters)**
- 16. Personnel ~ Closed meeting to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (To discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: City Manager**

RECONVENE AND ACTION

ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER

ADJOURNMENT

AGENDA NOTICES:

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

CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, January 19, 2024 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.

CITY OF BAY CITY

MINUTES • DECEMBER 19, 2023

**COUNCIL
CHAMBERS | 1901
5th Street**

City Council Regular Meeting

5:00 PM

**1901 5TH STREET
BAY CITY TX, 77414**



Mayor

Robert K. Nelson

Mayor Pro Tem

Blayne Finlay

Councilman

Jim Folse

Councilman

Bradley Westmoreland

Councilwoman

Becca Sitz

Councilman

Benjamin Flores

Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.

CALL TO ORDER AND CERTIFICATION OF QUORUM

The meeting was called to order by Mayor Robert K. Nelson at 5:00 p.m.

PRESENT

Mayor Robert K. Nelson
Councilman Benjamin Flores
Councilman Jim Folse
Councilwoman Becca Sitz

ABSENT

Mayor Pro Tem Blayne Finlay
Councilman Brad Westmoreland

INVOCATION & PLEDGE

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

Councilwoman Becca Sitz

MISSION STATEMENT

The City of Bay City is committed to fostering future economic growth by collaborating with our citizens, employers, current and future businesses, as well as the Community and Economic Development Centers. We strive to deliver superior municipal services and to invest in quality-of-life initiatives such as housing, businesses, jobs and activities for all citizens. We make a concerted effort to respond to resident's concerns in a timely and professional manner in order to achieve customer satisfaction.

Councilwoman Becca Sitz

APPROVAL OF AGENDA

Motion made by Councilman Folse to approve the agenda, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Councilman Flores, Councilman Folse, Councilwoman Sitz. Motion carried.

PUBLIC COMMENTS

Lt. Clayton Ryman, Bay City Police Department, thanked Council for their participation in Shop With A Cop.

ACKNOWLEDGEMENT FROM CITY MANAGER

Shawna Burkhart, City Manager, acknowledged Kelly Penewitt and Parks & Recreation staff on the re-scheduling of the Christmas Parade. Ms. Burkhart also thanked the Lions Club for their assistance.

ITEMS / COMMENTS FROM THE MAYOR AND COUNCIL MEMBERS

Councilman Folse thanked Parks & Rec and the Lion's Club for their work with the Christmas Parade that turned out nice. Councilwoman Sitz stated that the Audubon Christmas Bird Count has counted a total 226 species. Councilman Folse recognized the Tinnin family Christmas Village that brought a lot of good national attention. Councilman Flores commented on the Library events from yesterday that were well attended. Mayor Nelson thanked the Tinnin's for reaching out to the City to help partner with them for this event and thanked PD and other officers that help with Shop With A Cop and supporting our young people.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

1. **City Council Workshop meeting minutes of November 14, 2023.**
2. **City Council Regular meeting minutes of November 14, 2023.**
3. **City Council Regular meeting minutes of November 28, 2023.**

Motion made by Councilman Folse to approve the consent items, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Councilman Flores, Councilman Folse, Councilwoman Sitz. Motion carried.

DEPARTMENT REPORTS

4. **Presentation ~ Public Works report and presentation.**

Herb Blomquist, Public Works Director, provided a presentation and review stats and projects. Mr. Blomquist discussed issues regarding the recruitment of CDL drivers for the Street Sweeper.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

5. **Agreement ~ Discuss, consider, and/or approve an Interlocal Agreement between the City of Bay City and Matagorda County for library services for the 2023 year.** Samantha Denbow, Library Director

Mayor Nelson pointed out that the amount that the County contributes has been the same for several years. Shawna Burkhart, City Manager, replied that they will discuss with the County when County does their budget.

Motion made by Councilman Flores to approve an Interlocal Agreement between the City of Bay City and Matagorda County for library services for the 2024 year, Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Councilman Flores, Councilman Folse, Councilwoman Sitz. Motion carried.

- 6. Resolution ~ Discuss, consider, and/or approve a Resolution of the City Council of the City of Bay City authorizing the City Manager to enter into a contract agreement with Flock Safety, Inc. for the acquisition, installation, maintenance, and monitoring of twelve (12) automated license plate recognition (ALPR) cameras.**

Lieutenant Clayton Ryman, Police Department, introduced the Resolution, stating that it was one step in multiple layers, adding that the resolution provides right-of-way through TxDOT.

Motion made by Councilman Folse approve a Resolution of the City Council of the City of Bay City authorizing the City Manager to enter into a contract agreement with Flock Safety, Inc. for the acquisition, installation, maintenance, and monitoring of twelve (12) automated license plate recognition (ALPR) cameras, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Councilman Folse, Councilwoman Sitz. Voting Nay: Councilman Flores. Motion carried.

- 7. Parks ~ Discuss, consider, and/or take action to approve use of \$150,000 reimbursed funds from insurance claims, remaining ARPA Funds, and General Funds to complete lighting project at Hardeman Park.**

Shawna Burkhardt, City Manager, asked that the item be tabled.

- 8. Contract ~ Discuss, consider, and/or approve an Engineering Contract for the Quiet Zone.**

Shawna Burkhardt, City Manager, stated that BCCDC was willing to partner with the City. Councilman Flores expressed his concern that this will be another survey we do that just sits there. Item was tabled till January 23rd.

CLOSED / EXECUTIVE SESSION

Council adjourned and went into Executive Session at 5:44 p.m.

- 9. Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).**

RECONVENE AND ACTION

Council reconvened at 6:05 p.m. and took no action on item #9.

ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER

Council wished everyone a Merry Christmas.

ADJOURNMENT

Motion made by Councilman Flores to adjourn, Seconded by Councilman Folse. Voting Yea: Mayor Nelson, Councilman Flores, Councilman Folse, Councilwoman Sitz. Motion carried and Council adjourned at 6:06 p.m.

PASSED AND APPROVED, this 23rd day of January 2024.

ROBERT K. NELSON, MAYOR
CITY OF BAY CITY, TEXAS

JEANNA THOMPSON
CITY SECRETARY



CITY OF BAY CITY
 1901 FIFTH STREET
 BAY CITY, TEXAS 77414
 (979) 245-2137
 FAX: (979) 323-1626

AGENDA ITEM SUBMISSION FORM

Any item(s) to be considered for action by the City Council must be included on this form and be submitted along with any supporting documentation. Completed Agenda Item Submission forms must be submitted to the City Secretary's Office no later than 4:00 p.m. on the Monday of the week prior to the Regular Council meeting.

Requestor Name: Blomquist, Herbert **Date Submitted:** 1/17/2024
Last, First *MM/DD/YYYY*

Requestor Type: City Staff **Meeting Date:** 1/23/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Director of Public Works
For City Staff Only

Agenda Location: Discussion Item
(e.g.: Consent Agenda/ Discussion Item/ Public Hearing/ Executive Session/ Presentation)

Agenda Content:

Discuss, consider, and/or approve an Agreement for Services with Terracon for Materials Services for the Wastewater Treatment Plant Rehabilitation Project.

Executive Summary of Item:

Per the terms of the Master Services Agreement, Work Authorization # with Garver, LLC for design and contract document revisions for the Wastewater Treatment Plant Rehabilitation Project, the City is required to contract directly with a materials testing company for materials inspection and testing for this project.

The City has a previous working relationship with Terracon (Sourcewell Number 020421-TRC) on this and other projects involving geotechnical engineering and materials services. Terracon has submitted a proposal for Material Services with an estimated cost of \$59,672.00 for the Wastewater Treatment Plant Rehabilitation Project. The proposal has been reviewed by both City of Bay City and Garver representatives for completeness.

It is the staff's recommendation to approve this Agreement for Services with Terracon so the City of Bay City has materials services available for the Wastewater Treatment Plant Rehabilitation Project as needed.



22535 N. Highway 288-B
Angleton, TX 77515
P (979) 202-1113
Terracon.com

ITEM #3.

December 21, 2023

City of Bay City, TX
1217 Avenue J
Bay City, TX 77414

Attn: Herb Blomquist | Public Works Director
P: 979-943-8462
E: hblomquist@cityofbaycity.org

RE: Proposal for Materials Services
Sourcewell Number: 020421-TRC
Bay City WWTP Improvements
4511 Starling Dr.
Bay City, TX 77414
Terracon Proposal No. PAS221114 Rev. 2

Dear Mr. Blomquist:

We appreciate the opportunity to submit this proposal to the City of Bay City, TX to provide Materials services for the above-referenced project. We understand that we have been selected solely based on professional qualifications. The following are exhibits to the attached Agreement for Services.

1.0	Project Understanding
2.0	Scope of Services
3.0	Schedule
4.0	Compensation
5.0	Assumption and Limitations

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon Consultants, Inc.

Joshua Gonzales
Joshua Gonzales
Senior Project Manager
Materials

Jason L. Mills
Jason L. Mills, PMIP
Principal
Office Manager II

Explore with us

Proposal for Materials Services

Bay City WWTP Improvements | Bay City, TX 77414

December 21, 2023 | Terracon Proposal No. PAS221114 Rev. 2



1.0 Project Understanding

Item	Description
Project Description	<ul style="list-style-type: none"> ▪ Influent Lift Station: 25 feet below existing grade. ▪ Influent Lift Station Electrical Building: On-story building with a footprint of 420 square feet. ▪ Disinfection Facility: 1,100 square foot facility consisting of a one-story building, steel shelter area, and four plastic ground storage tanks. ▪ Blower Building: One-story building with a footprint of approximately 2,700 square feet. ▪ Dewatering Building: One-story building with a footprint of approximately 4,100 square feet.
Geotechnical Investigation	<ul style="list-style-type: none"> ▪ Geotechnical report provided by Terracon. Please see report AS215042. Rev 1 dated December 3, 2021.
Foundation type	<ul style="list-style-type: none"> ▪ Buildings: Thickened concrete slab and spread footings. ▪ Lift Station and Aeration Basin: Thickened concrete slab. ▪ Disinfection Facility: Thickened concrete slab. ▪ Pump Station and Tank Area: Thickened concrete slab. ▪ Various Pipe Supports: Drilled straight shaft piers. Approximately 25-feet depth.
Sitework	<ul style="list-style-type: none"> ▪ Blower and Dewatering Buildings, Disinfectant Facility, and Pump Station: Minimum 12-inches

Terracon was provided with the following construction documents for preparation of this proposal:

- SCWWTP Addendum No. 1 by Garver and dated August 4, 2022.
- BCWWTP – Volume 1 – Technical Specifications by Garver and dated June 2022.
- BCWWTP – Volume 2 – Technical Specifications by Garver and dated June 2022.
- BCWWTP – Volume 3 – WWTP Drawings by Garver and dated June 27, 2022.
- BCWWTP – Volume 4 – Interceptor Rehabilitation by Garver and dated June 27, 2022.

Proposal for Materials Services

Bay City WWTP Improvements | Bay City, TX 77414

December 21, 2023 | Terracon Proposal No. PAS221114 Rev. 2



- BCWWTP – Volume 5 – Standard Details by Garver and dated June 2022.
- Geotechnical Engineering Report No. AS215042.Revision 1 by Terracon and dated December 3, 2021.

A construction schedule was not provided at the time this proposal was prepared. We request the right to review the construction schedule and revise this proposal based on the schedule once it is provided.

2.0 Scope of Services

Our proposed Scope of Services consists of field and laboratory testing. These services are described in the following sections.

Scope Item	Description
Earthwork	<ul style="list-style-type: none"> ■ Sample select fill, building subgrade, trench backfill, and treated subgrade material. Prepare and test the samples for Atterberg Limits and percent fines. ■ Obtained random samples of select building fill to verify that the soil meets the requirements for Atterberg Limits. ■ Test soil samples for moisture-density relationship. ■ Evaluate the subgrade soil for proposed chemically treated paving subgrade. ■ Observe the chemical treatment process for the pavement subgrade. ■ Perform field gradation tests of treated subgrade. ■ Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the select fill, building pad, trench backfill, and treated subgrade using the nuclear method to determine the moisture content and percent compaction of the soil materials.
Foundation System	<ul style="list-style-type: none"> ■ For shallow footings, obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the

Proposal for Materials Services

Bay City WWTP Improvements | Bay City, TX 77414

December 21, 2023 | Terracon Proposal No. PAS221114 Rev. 2



Scope Item	Description
Cast-In-Place Concrete	<p>bearing stratum in order to document the approximate shear strength of the soil.</p> <ul style="list-style-type: none"> ■ Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. ■ Observe the installation of shallow footings. Record the number of reinforcing bars used in footings. ■ Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth and auger diameter will be documented. ■ Perform compressive tests of concrete test cylinders cast in the field. ■ Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement. ■ Sample and test the fresh concrete for each mix. Perform tests including slump, air content, concrete temperature, and cast test specimens (ASTM C31, C143, C172, C173, and C1064). Terracon will make every attempt to cure specimens in accordance with ASTM C31. However, per ACI 301, the contractor shall provide a secure area, along with a source of water and electricity in order for Terracon to maintain the initial curing temperature of concrete test specimens. Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment as required by ASTM C31. Occasionally, additional costs are associated with Terracon providing the correct initial curing environment for concrete test specimens, especially during the seasons with elevated ambient temperatures. This should be discussed during the pre-construction meeting ■ Perform compressive strength tests of concrete test cylinders cast in the field.

Proposal for Materials Services

Bay City WWTP Improvements | Bay City, TX 77414

December 21, 2023 | Terracon Proposal No. PAS221114 Rev. 2



Scope Item	Description
Project Management and Administration	<ul style="list-style-type: none"> Attend preconstruction or preinstallation meetings. Coordinate field and laboratory testing. Communicate with Terracon Engineering Technicians, Contractor, and Owner's site representative. Review laboratory and field test reports. Monitor our budget.

2.1 Scheduling Retests

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

2.2 Additional Services

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

2.3 Mechanically Stabilized Earth (MSE) Walls

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

Proposal for Materials Services

Bay City WWTP Improvements | Bay City, TX 77414

December 21, 2023 | Terracon Proposal No. PAS221114 Rev. 2



3.0 Schedule

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to the Angleton, Texas office at the following phone number: (979) 705-7212. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

3.1 Compass



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your testing data in a new way and is committed to using innovative techniques to deliver quality projects. Construction data is viewed by geographic location in relation to your project drawings as part of our seamless project delivery system. Within Terracon Compass, you can access our projects and their associated data, including environmental and geotechnical projects.

When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features and advantages of Compass include:

- Filters for Date Performed, Service Type and Test Result Status and intuitive test status designations
- Augmented Testing Reports with In-Place Locations
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results

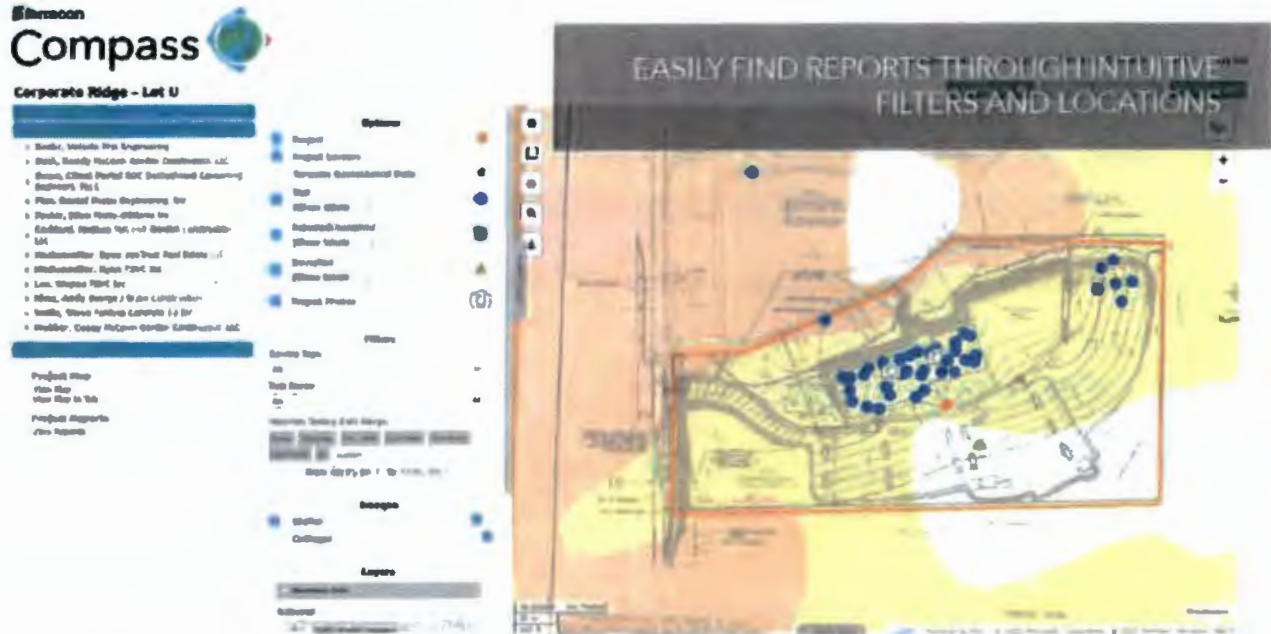
Proposal for Materials Services

Bay City WWTP Improvements | Bay City, TX 77414

December 21, 2023 | Terracon Proposal No. PAS221114 Rev. 2



- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.
- Quicker turnaround of information and reports



Traditional methods of reporting and accessing results of your project's inspections, testing, and observations are no longer sufficient for today's construction projects. With a large number of reports generated on a single project, you now have a solution to quickly find and view specific data to make timely, informed decisions for your project.

One of Terracon Compass' greatest strengths is that we curate your projects for your future. Terracon Compass shows your team members an interactive map with locations of past and present projects to navigate geographically; or for those that prefer a tabular format, we have that option too. Either way, as you collaborate with Terracon, your team members will be able to build a library of past projects curated online through a secured login. That means a few years after completion, your team can readily find a final, signed deliverable.

Proposal for Materials Services

Bay City WWTP Improvements | Bay City, TX 77414

December 21, 2023 | Terracon Proposal No. PAS221114 Rev. 2



3.2 Report Turnaround Time

We understand the importance of report turnaround to our clients, and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing. Terracon will maintain a deviation log which will be maintained electronically in our database and can be updated or emailed at any time.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

4.0 Compensation

Based upon our understanding of the site, the project as summarized in Item 1.0, and our planned Scope of Services outlined in Item 2.0, our estimated fee is shown in the following table:

Terracon Proposal PAS221114 Rev. 1

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
EARTHWORK				
Estimate 8 trips at 10 hours each to test compaction of backfill for on-site utilities				
Estimate 2 trips at 4 hours to obtain select fill and subgrade samples				
Estimate 6 trips at 6 hours each to check treatment depth, gradation, and density of treated subgrade				
Estimate 12 day at 10 hours each to test compaction of subgrade and select fill placement				
Engineering Technician	204	hours	\$ 55.00	\$ 11,220.00
Engineering Technician, (Overtime)	40	hours	\$ 82.50	\$ 3,300.00
Nuclear Density Gauge	26	trip	\$ 60.00	\$ 1,560.00
Vehicle Charge	28	each	\$ 80.00	\$ 2,240.00
Subtotal, Earthwork				\$ 18,320.00
SOIL TESTS				
Moisture Content and Visual Classification	6	each	\$ 18.00	\$ 108.00
Percent Passing No. 200 (ASTM D-1140)	6	each	\$ 70.00	\$ 420.00
Atterberg Limits (ASTM D4318)	15	each	\$ 85.00	\$ 1,275.00
Standard Proctor (ASTM D698, method A & B)	6	each	\$ 180.00	\$ 1,080.00
Lime Curve, 5-point pH vs. Lime Content	1	each	\$ 350.00	\$ 350.00
Subtotal, Soil Tests				\$ 3,233.00

Proposal for Materials Services

Bay City WWTP Improvements | Bay City, TX 77414

December 21, 2023 | Terracon Proposal No. PAS221114 Rev. 2



FOUNDATIONS				
Estimate 1 trips at 6 hours each to observe footings and test concrete				
Estimate 2 trips at 8 hours each to observe piers and test concrete				
Estimate 4 trips at 4 hours each to pick up sample and return to laboratory				
Engineering Technician	38	hours	\$ 55.00	\$ 2,090.00
Engineering Technician (Overtime)	0	hours	\$ 82.50	\$ -
Cylinder Compression Test (ASTM C-39)	12	each	\$ 18.00	\$ 216.00
Vehicle Charge	7	each	\$ 80.00	\$ 560.00
Subtotal, Foundations				\$ 2,866.00
CAST-IN-PLACE CONCRETE				
Estimate 8 trips at 4 hours each to observe reinforcing steel for slabs-on-grade thickened concrete slabs				
Estimate 8 trips at 8 hours each to test concrete for slabs-on-grade and thickened concrete slabs				
Estimate 4 trips at 8 hours each to observe reinforcing steel and test concrete for shear walls				
Estimate 6 trips at 10 hours each to test concrete for pavements				
Estimate 6 trips at 6 hours each to observe reinforcing steel and test concrete for equipment pads				
Estimate 2 trips at 6 hours each to observe reinforcing steel and test concrete for sidewalks				
Estimate 24 trips at 4 hours each to pick up sample and return to laboratory				
Engineering Technician	320	hours	\$ 55.00	\$ 17,600.00
Engineering Technician, Overtime	12	hours	\$ 82.50	\$ 990.00
Cylinder Compression Test (ASTM C-39)	276	each	\$ 18.00	\$ 4,968.00
Vehicle Charge	58	each	\$ 80.00	\$ 4,640.00
Subtotal, Cast-in-Place Concrete				\$ 28,198.00
PROJECT MANAGEMENT & ADMINISTRATION				
Project Manager/Staff Engineer	35	hours	\$ 135.00	\$ 4,725.00
Principal/APR	7	hours	\$ 170.00	\$ 1,190.00
Administration	14	hours	\$ 70.00	\$ 980.00
Vehicle Charge	2	each	\$ 80.00	\$ 160.00
Subtotal, Project Management & Administration				\$ 7,055.00
ESTIMATED COST				\$ 59,672.00

- Overtime is defined as hours worked more than 8 per day, and all ours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.
- A 4-hour minimum charge will be applied to all trips made to provide testing, observation, and consulting services. The minimum charge is not applicable for trips for sample or cylinder pick-ups.
- All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.
- You will be Invoiced monthly for services performed. Terracon invoices are due within 30 days following final receipt of the invoice.
- This is a budget estimate and not a not-to-exceed price. Many factors beyond our control such as weather and the contractors schedule will dictate the final fee for our services.
- Quantities for re-tests, cancelations and stand-by-time are not included in our fee.

Proposal for Materials Services

Bay City WWTP Improvements | Bay City, TX 77414

December 21, 2023 | Terracon Proposal No. PAS221114 Rev. 2



5.0 Assumption and Limitations

In preparing this proposal, we assumed work would occur 5 days per week and that our services would be performed on an as requested basis. Our cost estimate assumes that work occur during normal business hours. Our services will be invoiced in accordance with Item 4.0.

We have excluded the following services from our proposal. We would be happy to provide an estimate to perform these services, if requested.

- Headworks Structure
- Aeration Basin Structure

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Bay City, TX ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bay City WWTP Improvements project ("Project"), as described in Consultant's Proposal dated 08/17/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this Indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

Reference Number: PAS221114

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: Jason L. Mills Date: **12/21/2023**

Name/Title: **Jason L. Mills / Freeport Office Manager**

Address: **22535 N Highway 288B**
Angleton, TX 77515-4882

Phone: **(979) 705-4942** Fax: **(979) 202-1033**

Email: **Jason.Mills@terracon.com**

Client: **City of Bay City, TX**

By: _____ Date: _____

Name/Title: **Robert K. Nelson | Mayor**

Address: **1901 Fifth Street**
Bay City, TX 77414-3516

Phone: **(979) 245-2137** Fax: _____

Email: **rnelson@cityofbaycity.org**



CITY OF BAY CITY
 1901 FIFTH STREET
 BAY CITY, TEXAS 77414
 (979) 245-2137
 FAX: (979) 323-1626

AGENDA ITEM SUBMISSION FORM

Any item(s) to be considered for action by the City Council, must be included on this form, and be submitted along with any supporting documentation. Completed Agenda Item Submission forms must be submitted to the City Secretary's Office no later than 4:00 p.m. on the Monday of the week prior to the Regular Council meeting.

Requestor Name: Lopez, Gabriel **Date Submitted:** 1/18/2024
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 1/23/2024
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Engineering Technician
For City Staff Only

Agenda Location: Discussion Item
(e.g.: Consent Agenda/ Discussion Item/ Public Hearing/ Executive Session/ Presentation)

Agenda Content:

Consider/discuss/approve City of Bay City authorization to issue requests for proposals for administrative services (RFP) and requests for qualifications (RFQ) for the 2024 Texas Community Development Block Grant Program, Downtown Revitalization Program administered by the Texas Department of Agriculture.

Executive Summary of Item:

The City of Bay City is seeking authorization to issue Requests for Proposals (RFP) and Requests for Qualifications (RFQ) for the 2024 Texas Community Development Block Grant-Downtown Revitalization Program, administered by the Texas Department of Agriculture.

This program focuses on improving downtown areas through various infrastructure and beautification projects. It aims to stimulate economic growth, enhance the quality of life, and preserve historic districts. The program is competitive and prioritizes projects that demonstrate a significant impact on the community, especially benefiting low- and moderate-income residents.

Approving this item allows the City to engage qualified professional services, ensuring our effective participation in the Texas CDBG Program and alignment with city goals.

**CITY OF BAY CITY**

1901 FIFTH STREET
 BAY CITY, TEXAS 77414
 (979) 245-2137
 FAX: (979) 323-1626

AGENDA ITEM SUBMISSION FORM

Any item(s) to be considered for action by the City Council, must be included on this form, and be submitted along with any supporting documentation. Completed Agenda Item Submission forms must be submitted to the City Secretary's Office no later than 4:00 p.m. on the Monday of the week prior to the Regular Council meeting.

☐ Citizen

☒ City Staff

☐ Council Member

 Requestor Name: Chris Hadash

 Date Submitted: 01/17/2024

 Position Title (If City Staff): Lt.

 Council Meeting Date: 01/23/2024

Type of Agenda Item:

☐ Consent Agenda

☐ Presentation

☒ Regular Item for Discussion

☐ Public Hearing

☐ Executive Session

Agenda Wording:

Resolution to apply for "MDT Update Project" grant.

Executive Summary of Item:

If approved, the grant will start October 2025. The application for FY 2024-25 is due mid-February. The grant will provide 100% of the cost of upgrading all in car computers (aka mobile data terminals or MDT's), mounts, and docking stations. The computers and docking stations will cost a total of \$93,275.00.

Resolution R-2024-_____

Whereas, the City of Bay City finds it in the best interest of the citizens of Bay City, that the application for the Office of the Governor Public Safety Office, Criminal Justice Grant, “MDT Update Project” be submitted for the 2024-2025 fiscal year; and

Whereas, the City of Bay City recognizes the need for officers from the Bay City Police Department to be able to have access to updated, high quality equipment and technology necessary for performing patrol operations at the highest level possible; and

Whereas, the City of Bay City agrees this project will provide for increased levels of service for the citizens of Bay City and will improve the community’s confidence in the ability of our police officers and department; and

Whereas, the City of Bay City agrees that in the event of loss or misuse of the Office of the Governor Public Safety Office funds, the City of Bay City assures that the funds will be returned to the Office of the Governor in full; and

Whereas, the City of Bay City designates Chief Christella Rodriguez as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, adjust or terminate the grant on behalf of the applicant agency; and

Whereas, the City of Bay City designates Lt. Chris Hadash as the designated Project Director and the Grant Writer of the project.

Now Therefore, Be it Resolved that The City of Bay City approves the submission of the “MDT Update Project” grant application under the Office of the Governor Public Safety Office.

Passed and approved on this 23rd day of January, 2024 by the Bay City Council.

Robert K. Nelson, Mayor
City of Bay City, Texas

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Grant application: _____

**CITY OF BAY CITY**

1901 FIFTH STREET
BAY CITY, TEXAS 77414
(979) 245-2137
FAX: (979) 323-1626

AGENDA ITEM SUBMISSION FORM

Any item(s) to be considered for action by the City Council, must be included on this form, and be submitted along with any supporting documentation. Completed Agenda Item Submission forms must be submitted to the City Secretary's Office no later than 4:00 p.m. on the Monday of the week prior to the Regular Council meeting.

☐ Citizen

☒ City Staff

☐ Council Member

 Requestor Name: Chris Hadash

 Date Submitted: 01/17/2024

 Position Title (If City Staff): Lt.

 Council Meeting Date: 01/23/2024

Type of Agenda Item:

☐ Consent Agenda

☐ Presentation

☒ Regular Item for Discussion

☐ Public Hearing

☐ Executive Session

Agenda Wording:

Resolution to apply for "Body Camera Project" grant.

Executive Summary of Item:

If approved, the grant will start October 2025. The application for FY 2024-25 is due mid-February. The grant will provide 75% of the cost of upgrading all body worn cameras and charging stations with the city being responsible for the remaining 25% of the cost. The body worn cameras and docking stations will cost a total of \$42,154.50. This means the grant will cover \$31,615.87 and will make the city responsible for \$10,538.63.

Resolution R-2024-_____

Whereas, the City of Bay City finds it in the best interest of the citizens of Bay City, that the application for the Office of the Governor Public Safety Office, Criminal Justice Grant, “Body Camera Update Project” be submitted for the 2024-2025 fiscal year; and

Whereas, the City of Bay City recognizes the need for officers from the Bay City Police Department to be able to have access to updated, high quality equipment and technology necessary for performing patrol operations at the highest level possible; and

Whereas, the City of Bay City agrees this project will provide for increased levels of service for the citizens of Bay City and will improve the community’s confidence in the ability of our police officers and department; and

Whereas, the City of Bay City agrees that in the event of loss or misuse of the Office of the Governor Public Safety Office funds, the City of Bay City assures that the funds will be returned to the Office of the Governor in full; and

Whereas, the City of Bay City designates Chief Christella Rodriguez as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, adjust or terminate the grant on behalf of the applicant agency; and

Whereas, the City of Bay City designates Lt. Chris Hadash as the designated Project Director and the Grant Writer of the project.

Now Therefore, Be it Resolved that The City of Bay City approves the submission of the “Body Camera Update Project” grant application under the Office of the Governor Public Safety Office.

Passed and approved on this 23rd day of January, 2024 by the Bay City Council.

Robert K. Nelson, Mayor
City of Bay City, Texas

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Grant application: _____

From: [Shawna Burkhart](#)
To: [Jeanna Thompson](#)
Subject: FW: Bay City - City Wide Quiet Zone Proposal - UP Only.pdf
Date: Wednesday, December 13, 2023 2:36:10 PM
Attachments: [Bay City City Wide Quiet Zone Proposal - UP Only.pdf](#)
[Bay City City Wide Quiet Zone Proposal.pdf](#)

From: Peterson, John <John.Peterson@hdrinc.com>
Sent: Monday, December 11, 2023 9:26 AM
To: Shawna Burkhart <sburkhart@cityofbaycity.org>
Cc: McNaught, Russell S. <russell.mcnaught@hdrinc.com>; Ryan, Chris <chris.ryan@hdrinc.com>; Weston, David <david.weston@hdrinc.com>; Neshyba, Keith <keith.neshyba@hdrinc.com>; Vail, Timothy <Timothy.Vail@hdrinc.com>
Subject: FW: Bay City - City Wide Quiet Zone Proposal - UP Only.pdf

Ms. Burkhart,

Please find the two attached requested proposals. I have added clarification to each one per our previous conversation. Please note that these contracts will be only up to the approval of the Notice of Intent (NOI). Once the proposed improvements are identified and approved in the NOI, we will be able to provide another proposal to implement the improvements and submit a Notice of Establishment (NOE) for approval to all stakeholders. At this time there is not sufficient information to accurately provide fees for the implementation of the quiet zone until the improvements are established as part of the NOI and accepted. Also per our conversation, updated traffic counts will not be included in this contract due to the time limit requirements associated with them. We have sufficient information for the NOI but will need updated traffic count information as part of NOE effort.

Please let me know if you have any questions or would like to discuss this in more detail.

Thanks,

John Peterson, P.E.; CFM
 Associate Vice President; Municipal Practice Lead

HDR
 4828 Loop Central Drive, Suite 800
 Houston, TX 77081-2220
 D 713-576-3529 M 409-682-3083
john.peterson@hdrinc.com

hdrinc.com/follow-us



December 7, 2023

Ms. Shawna Burkhart
City Manager
City of Bay City
1901 Fifth Street
Bay City, Texas 77414

**RE: Proposal for Professional Engineering Services: City Wide Quiet Zone
UPRR East West Track Only**

Dear Ms. Burkhart:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for the for the above referenced project. This proposal provides a general overview of the project, proposed scope of services, and a fee summary.

GENERAL OVERVIEW:

The City of Bay City currently has two independent railroad companies that traverse through the City's jurisdiction. The Burlington Northern Sante Fe Railway (BNSF) runs north/south and Union Pacific Railroad (UPRR) runs west/east. The following are the two identified rail Routes:

UPRR's Angleton Subdivision (INCLUDED IN SCOPE)

This main line between Avenue A and TxDOT's FM 457 traverses through the City from east to west. Lane and North Industrial Road. The CP/DME Railroad also maintains trackage rights on this segment. This rail segment includes eleven (11) public rail crossings and no other types of rail crossings. Based on this information gathered, all of the public crossings on the UP Angleton Subdivision meet the minimum warning device requirements for a quiet zone.

BNSF's Bay City Subdivision (NOT INCLUDED IN SCOPE)

This main line between Grace Street and Nichols Avenue traverses through the City from north to south and intersects with UP's Angleton Subdivision. Just south of this intersection, the mainline turns east towards Nichols Avenue. This rail segment has fifteen (15) grade crossings, thirteen (13) public and two (2) private. Only one public crossing on the BNSF Bay City Subdivision (4th Street, 023380Y) is currently equipped with the minimum warning devices requirements.

The City has requested HDR to provide a proposal to coordinate with ONLY UPRR for a quiet zone on their Angleton Subdivision, identify improvement required to meet the identified supplementary safety measures (SSM) required to establish the quiet zone along UNION PACIFIC's Angleton Subdivision and provide the necessary documentation

to the Federal Railroad administration (FRA) to establish a quiet zone along UPRR's Angleton Subdivision. HDR ("Consultant") proposes to complete the study using the tasks described in the following scope of work. Quiet zone requirements as well as the review and implementation process are outlined in the FRA's Quiet Zone Rule.

SCOPE OF SERVICES:

HDR will perform the following Scope of Services on this Project for UPRR's Angleton Subdivision only (east/west track):

Task 1: Initiate Study

- **Online Kick-off Meeting:** Consultant will hold a kickoff meeting with the City and other interested stakeholders to discuss the overall study process, key deliverables, and study timeline. Consultant will prepare an MS PowerPoint summary including a base map of the proposed crossing locations, a summary of the relevant FRA grade crossing inventory information, and a summary of the FRA accident/incident reports for the past five years (accidents within this time frame are included in the FRA's quiet zone risk calculations).
- **Project Management Plan (PMP):** Consultant will develop a PMP to summarize the scope of work, key deliverable due dates, public engagement timelines, and review/revision periods.
- **Project Management Team (PMT):** Consultant will work with the city to establish a PMT consisting of stakeholders from the City of Bay City and other agencies. The PMT will guide the overall development of the study. Monthly PMT check-in meetings will be held via teleconference to provide updates on study progress and to receive comments on draft materials.
- **Contact Stakeholders:** Early communication with relevant stakeholders will be critical to study success. Consultant will establish contact with representatives from the FRA, UPRR, TxDOT, and other partner agencies to inform them of the study and request information needed to complete the study.

Task 2: Preliminary Investigation/Risk Index Update and Review

- **Data Collection:** Consultant will collect grade crossing inventory forms and accident/incident reports for each grade crossing along the UPRR railroad corridor. Data in the inventory will be compared and confirmed against the TxDOT grade crossing database and or the railroad's internal records. Confirm inventory traffic counts with City and collect updated traffic counts from the City if available. Traffic counts should be within one to three years for the FRA risk calculations. Grade crossing information will be summarized to highlight which crossings will need to be upgraded to meet the minimum requirements for quiet zone implementation.

- **Map/Layout Development:** Consultant will prepare base map showing crossing locations and type. Prepare individual crossing aerials to highlight layout and characteristics of each crossing.
- **Initial Risk Calculations:** Consultant will conduct preliminary risk calculation using FRA's online risk calculator. The inputs for each crossing will be updated based on the collected data. This calculation of the current risk levels will highlight the relative risk from crossing to crossing. Safety improvements at high-risk crossings will be more effective than improvements at low-risk crossings.

Task 3: Preliminary Design Stage and Agency Input

- **Field Diagnostic Meetings:** Consultant will coordinate and facilitate an on-site meeting with representatives from FRA, TxDOT, UPRR, the City, and other partner stakeholders. The purpose of the meeting is to conduct a crossing-by-crossing walkthrough to determine existing conditions and identify relevant safety issues that should be addressed. Appropriate supplementary safety measures (SSMs) and alternative safety measures (ASMs) will be identified by the diagnostic team. Consultant will prepare diagnostic meeting packets for the participants including:
 - a. Evaluation form and aerial image of each crossing to record findings and discussion
 - b. Overview map of the corridor
 - c. FRA grade crossing inventory forms for each crossing
 - d. Accident/incident reports for each crossing (within past five years).

Consultant will prepare and distribute meeting minutes documenting the discussion and recommendations of the group. Draft minutes will be submitted to attendees for review and comment prior to being finalized.

Task 4: Concept Development and Evaluation

- **Improvement Scenario Development:** Consultant will develop up to five quiet zone implementation scenarios based on the SSM and ASM improvements recommended during the diagnostic meeting. Consultant will work with the City to develop a range of scenarios with specific focuses including: 1) providing the greatest reduction in risk level, 2) identifying the lowest cost option that allows for implementation, and 3) identifying the scenario with the smallest impact to access to properties adjacent to the crossings. For this task, consultant will use a custom spreadsheet tool to mix and match improvement options at each crossing. This will allow the consultant to quickly develop improvement scenarios and immediately see their impact on estimated risk levels and their relation to the risk thresholds required for quiet zone implementation.

Consultant will work to create improvement scenarios that result in a quiet zone risk level below the Risk Index With Horns (RIWH) threshold as calculated by the FRA quiet zone calculator. Meeting this threshold will allow

for easier implementation and substantially reduce the potential that the quiet zone would be revoked in the future. Improvement scenarios that result in a quiet zone risk level below the Nationwide Significant Risk Threshold (NSRT) will also be considered.

- **Open House:** Coordinate and facilitate a public open house to present the findings of the study, outline the various improvement scenarios developed for the corridor, and describe the benefits and costs of each. The open house will also provide an overview of the quiet zone review and implementation process.

Task 5: Final Report and Presentation to City Council

- **Draft and Final Report:** Consultant will prepare draft final report summarizing the quiet zone evaluation process including the diagnostic review recommendations, the proposed improvement scenarios (with planning-level layouts and cost estimates), and a discussion of the next steps required for quiet zone implementation. The final report will include detailed implementation plan and the following information:
 - a. Recommended prioritization of crossing safety improvements.
 - b. Planning-level layouts and cost estimates for proposed improvements.
 - c. Estimated timeline for implementation including construction, document review time by the FRA and railroad, and a final date for quiet zone establishment.
 - d. Summary of quiet zone risk levels used to establish quiet zone designation.
 - e. Identification of potential funding sources. Potential sources of funding include TxDOT Section 130 funds and Federal Consolidated Rail Infrastructure and Safety improvements (CRISI) program funding. In some cases, railroads may also provide incentive funding in exchange for crossing closure, consolidation, or other similar efforts.

The report will be finalized after incorporating feedback from City staff and the Bay City Council

- **Presentation to City Council:** Consultant will develop and present a PowerPoint presentation summarizing the findings of the draft report to the City Council to discuss the proposed improvement options and the benefits and costs of each. It is assumed that this meeting will be held in person.

Task 6: Quiet Zone Implementation

- **Documents for Quiet Zone Implementation:** Consultant will prepare and submit documents to establish a Quiet Zone Notice of Intent (NOI) approval from the FRA, Railroads, and other stakeholders as required by the FRA Quiet Zone Rule (UPRR Railroad Only).

- Once the notice the NOI is approved by all governing bodies this contract will be completed.

Other Additional Services

Other Additional Services are those services that are beyond the Scope of Services section of this proposal. Additional Services shall only be performed when directed by the City to HDR. These services are following phases, not considered normal or customary engineering services and may include, but not be limited to, the following:

- No fees are included in this proposal to implement the identified improvements in the approved NOI, CWT Waiver Request, and Notice of Establishment (NOE). The specific documentation required will not be known until the preferred implementation scenario is selected by the City and approved by all governing bodies. Services for developing and submitting these documents and any additional quiet zone implementation services will be negotiated under a separate agreement.
- Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR's control.
- Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.
- Preparing to serve, or serving as a consultant, or witness for the City in any litigation, public hearing or other legal or administrative proceedings involving the Project.

HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR. Any appropriate engineering fee for these additional services will be negotiated with the City as an amendment to HDR's contract, as required.

FEES:

Task 1 (Lump Sum):	\$ 8,800.00
Task 2 (Lump Sum):	\$ 7,750.00
Task 3 (lump Sum):	\$ 15,300.00
Task 4 (Lump Sum):	\$ 16,000.00
Task 5 (Lump Sum):	\$ 9,850.00
Certified Mailing (Lump Sum):	\$ 100.00
Total Fee:	\$ 57,800.00

SCHEDULE:

The anticipated project schedule will take 7 Months to complete.

TERMS AND CONDITIONS:

The terms and conditions between the City and the HDR for this proposed project are attached as Attachment "A".

HDR will invoice monthly. The invoice package will include the percentage of the project complete.

We appreciate the opportunity to be of service on this project. If you have any questions, please do not hesitate to contact me at (713)-622-9264.

Sincerely,

HDR ENGINEERING, INC.



David Weston
Vice President/ Area Manager

ACCEPTANCE: City of Bay City

City of Bay City

Date

Attachments

- Terms and Conditions



December 7, 2023

Ms. Shawna Burkhart
City Manager
City of Bay City
1901 Fifth Street
Bay City, Texas 77414

RE: Proposal for Professional Engineering Services: City Wide Quiet Zone

Dear Ms. Burkhart:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for the for the above referenced project. This proposal provides a general overview of the project, proposed scope of services, and a fee summary.

GENERAL OVERVIEW:

The City of Bay City currently has two independent railroad companies that traverse through the City's jurisdiction. The Burlington Northern Sante Fe Railway (BNSF) runs north/south and Union Pacific Railroad (UPRR) runs west/east. The following are the two identified rail Routes:

UPRR's Angleton Subdivision

This main line between Avenue A and TxDOT's FM 457 traverses through the City from east to west. Lane and North Industrial Road. The CP/DME Railroad also maintains trackage rights on this segment. This rail segment includes eleven (11) public rail crossings and no other types of rail crossings. Based on this information gathered, all of the public crossings on the UP Angleton Subdivision meet the minimum warning device requirements for a quiet zone.

BNSF's Bay City Subdivision

This main line between Grace Street and Nichols Avenue traverses through the City from north to south and intersects with UP's Angleton Subdivision. Just south of this intersection, the mainline turns east towards Nichols Avenue. This rail segment has fifteen (15) grade crossings, thirteen (13) public and two (2) private. Only one public crossing on the BNSF Bay City Subdivision (4th Street, 023380Y) is currently equipped with the minimum warning devices requirements. The other crossings in the corridor will need to be updated accordingly.

The City has request HDR to provide a proposal to coordinate with both railroad companies, identify improvement required to meet the identified supplementary safety measures (SSM) required to establish the city wide quiet zone and provide the necessary documentation to the Federal Railroad administration (FRA) to establish a City wide quiet

zone in the City limits. HDR ("Consultant") proposes to complete the study using the tasks described in the following scope of work. Quiet zone requirements as well as the review and implementation process are outlined in the FRA's Quiet Zone Rule.

SCOPE OF SERVICES:

HDR will perform the following Scope of Services on this Project:

Task 1: Initiate Study

- **Online Kick-off Meeting:** Consultant will hold a kickoff meeting with the City and other interested stakeholders to discuss the overall study process, key deliverables, and study timeline. Consultant will prepare an MS PowerPoint summary including a base map of the proposed crossing locations, a summary of the relevant FRA grade crossing inventory information, and a summary of the FRA accident/incident reports for the past five years (accidents within this time frame are included in the FRA's quiet zone risk calculations).
- **Project Management Plan (PMP):** Consultant will develop a PMP to summarize the scope of work, key deliverable due dates, public engagement timelines, and review/revision periods.
- **Project Management Team (PMT):** Consultant will work with the city to establish a PMT consisting of stakeholders from the City of Bay City and other agencies. The PMT will guide the overall development of the study. Monthly PMT check-in meetings will be held via teleconference to provide updates on study progress and to receive comments on draft materials.
- **Contact Stakeholders:** Early communication with relevant stakeholders will be critical to study success. Consultant will establish contact with representatives from the FRA, UP, BNSF, TxDOT, and other partner agencies to inform them of the study and request information needed to complete the study.

Task 2: Preliminary Investigation/Risk Index Update and Review

- **Data Collection:** Consultant will collect grade crossing inventory forms and accident/incident reports for each grade crossing in the study corridor. Data in the inventory will be compared and confirmed against the TxDOT grade crossing database and or the railroad's internal records. Confirm inventory traffic counts with City and collect updated traffic counts from the City if available. Traffic counts should be within one to three years for the FRA risk calculations. Grade crossing information will be summarized to highlight which crossings will need to be upgraded to meet the minimum requirements for quiet zone implementation.
- **Map/Layout Development:** Consultant will prepare base map showing crossing locations and type. Prepare individual crossing aerials to highlight layout and characteristics of each crossing.

- **Initial Risk Calculations:** Consultant will conduct preliminary risk calculation using FRA's online risk calculator. The inputs for each crossing will be updated based on the collected data. This calculation of the current risk levels will highlight the relative risk from crossing to crossing. Safety improvements at high-risk crossings will be more effective than improvements at low-risk crossings.

Task 3: Preliminary Design Stage and Agency Input

- **Field Diagnostic Meetings:** Consultant will coordinate and facilitate an on-site meeting with representatives from FRA, TxDOT, UPRR, BNSF, the City, and other partner stakeholders. The purpose of the meeting is to conduct a crossing-by-crossing walkthrough to determine existing conditions and identify relevant safety issues that should be addressed. Appropriate supplementary safety measures (SSMs) and alternative safety measures (ASMs) will be identified by the diagnostic team. Consultant will prepare diagnostic meeting packets for the participants including:
 - a. Evaluation form and aerial image of each crossing to record findings and discussion
 - b. Overview map of the corridor
 - c. FRA grade crossing inventory forms for each crossing
 - d. Accident/incident reports for each crossing (within past five years).

Consultant will prepare and distribute meeting minutes documenting the discussion and recommendations of the group. Draft minutes will be submitted to attendees for review and comment prior to being finalized.

Task 4: Concept Development and Evaluation

- **Improvement Scenario Development:** Consultant will develop up to five quiet zone implementation scenarios based on the SSM and ASM improvements recommended during the diagnostic meeting. Consultant will work with the City to develop a range of scenarios with specific focuses including: 1) providing the greatest reduction in risk level, 2) identifying the lowest cost option that allows for implementation, and 3) identifying the scenario with the smallest impact to access to properties adjacent to the crossings. For this task, consultant will use a custom spreadsheet tool to mix and match improvement options at each crossing. This will allow the consultant to quickly develop improvement scenarios and immediately see their impact on estimated risk levels and their relation to the risk thresholds required for quiet zone implementation.

Consultant will work to create improvement scenarios that result in a quiet zone risk level below the Risk Index With Horns (RIWH) threshold as calculated by the FRA quiet zone calculator. Meeting this threshold will allow for easier implementation and substantially reduce the potential that the quiet zone would be revoked in the future. Improvement scenarios that result in a

quiet zone risk level below the Nationwide Significant Risk Threshold (NSRT) will also be considered.

- **Open House:** Coordinate and facilitate a public open house to present the findings of the study, outline the various improvement scenarios developed for the corridor, and describe the benefits and costs of each. The open house will also provide an overview of the quiet zone review and implementation process.

Task 5: Final Report and Presentation to City Council

- **Draft and Final Report:** Consultant will prepare draft final report summarizing the quiet zone evaluation process including the diagnostic review recommendations, the proposed improvement scenarios (with planning-level layouts and cost estimates), and a discussion of the next steps required for quiet zone implementation. The final report will include detailed implementation plan and the following information:
 - a. Recommended prioritization of crossing safety improvements.
 - b. Planning-level layouts and cost estimates for proposed improvements.
 - c. Estimated timeline for implementation including construction, document review time by the FRA and railroad, and a final date for quiet zone establishment.
 - d. Summary of quiet zone risk levels used to establish quiet zone designation.
 - e. Identification of potential funding sources. Potential sources of funding include TxDOT Section 130 funds and Federal Consolidated Rail Infrastructure and Safety improvements (CRISI) program funding. In some cases, railroads may also provide incentive funding in exchange for crossing closure, consolidation, or other similar efforts.

The report will be finalized after incorporating feedback from City staff and the Bay City Council

- **Presentation to City Council:** Consultant will develop and present a PowerPoint presentation summarizing the findings of the draft report to the City Council to discuss the proposed improvement options and the benefits and costs of each. It is assumed that this meeting will be held in person.

Task 6: Quiet Zone Implementation

- **Documents for Quiet Zone Implementation:** Consultant will prepare and submit documents to establish a Quiet Zone Notice of Intent (NOI) approval from the FRA, Railroads, and other stakeholders as required by the FRA Quiet Zone Rule.
- Once the notice the NOI is approved by all governing bodies this contract will be completed.

Other Additional Services

Other Additional Services are those services that are beyond the Scope of Services section of this proposal. Additional Services shall only be performed when directed by the City to HDR. These services are following phases, not considered normal or customary engineering services and may include, but not be limited to, the following:

- No fees are included in this proposal to implement the identified improvements in the approved NOI, CWT Waiver Request, and Notice of Establishment (NOE). The specific documentation required will not be known until the preferred implementation scenario is selected by the City and approved by all governing bodies. Services for developing and submitting these documents and any additional quiet zone implementation services will be negotiated under a separate agreement.
- Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR's control.
- Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.
- Preparing to serve, or serving as a consultant, or witness for the City in any litigation, public hearing or other legal or administrative proceedings involving the Project.

HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR. Any appropriate engineering fee for these additional services will be negotiated with the City as an amendment to HDR's contract, as required.

FEES:

Task 1 (Lump Sum):	\$ 8,800.00
Task 2 (Lump Sum):	\$ 11,500.00
Task 3 (lump Sum):	\$ 18,200.00
Task 4 (Lump Sum):	\$ 25,700.00
Task 5 (Lump Sum):	\$ 14,200.00
Certified Mailing (Lump Sum):	\$ 100.00
Total Fee:	\$ 78,500.00

SCHEDULE:

The anticipated project schedule will take 7 Months to complete.

TERMS AND CONDITIONS:

The terms and conditions between the City and the HDR for this proposed project are attached as Attachment "A".

HDR will invoice monthly. The invoice package will include the percentage of the project complete.

We appreciate the opportunity to be of service on this project. If you have any questions, please do not hesitate to contact me at (713)-622-9264.

Sincerely,

HDR ENGINEERING, INC.



David Weston
Vice President/ Area Manager

ACCEPTANCE: City of Bay City

City of Bay City

Date _____

Attachments

- Terms and Conditions

January 17, 2024

Shawna Burkhardt, City Manager
1501 Fifth St.
Bay City, TX 78614
Email: sburkhardt@cityofbaycity.org



Re: Proposal – Site Inspection and Limited Water and Surface Soil Sample Analysis
Agricultural Operation- Swine Farm- Ben Flores Property
2500 Hamman Rd., Bay City, Tx. 77414

Dear Ms. Burkhardt:

CRG Texas Environmental Services, Inc. (CRG Texas) is pleased to provide this proposal as requested for limited drinking water, surface water, and sediment sample (where present and as needed) analysis for the City of Bay City, Texas at the above referenced property (the subject site).

Background

The subject site is an agricultural property where both specialty swine and pot belly pigs were being maintained. According to documentation provided to CRG Texas, several violations of state and local laws related to the operations at the property could pose a risk to human health and the environment. The following sample collection and laboratory analysis is proposed to screen for common bacteria that may be present in drinking water, surface water, and/or sediment and soil that may be susceptible to impacts from the operations at the subject site.

Scope of Work

A visual inspection of the subject site and adjoining properties to see where potential exposure pathways and receptors exist.

- 1) Visual inspection of the subject property for indications of surface water runoff and drinking or irrigation water wells and water sampling of suspected drinking water wells that may be exposed to bacteria emanating from the subject property.
- 2) Visual inspection of the adjoining property for indications of surface water runoff and water sampling of suspected irrigation water wells that may be exposed to bacteria emanating from the subject property.
- 3) Visual inspection and sampling of suspected surface water drainage ditches and swales where they may be exposed and may transport bacteria during runoff events emanating from the subject property.

Due to the unknown site conditions, we have provided the cost for one trip to the property to conduct a preliminary site reconnaissance, and a second trip with field sampling personnel to conduct a formal site inspection and to collect samples for lab analysis of up to 5 soil and 5 water samples. Price includes sampling by OSHA 40 Hour safety trained personnel, sample collection equipment and expendable supplies, subcontract laboratory analysis, and reporting. The report will summarize the findings from the inspection, the sample collection and analysis methods, and the laboratory sample results where compared to regulatory limits or standard industry practices. An authorized representative must provide access to all portions of the subject site exterior, and relative interior, and exterior areas of all buildings without delay to CRG Texas. Any delays or remobilization due to circumstances beyond our control or for additional sampling needed would be invoiced at the unit rates listed in the attached cost worksheet.

Technical Approach

The Client will provide access to the subject site and adjoining properties for surface water and soil sampling and to wellhead taps, hose bibs, and faucets that are safely accessible to collect drinking water samples. The soil and water samples will be collected using new disposable sampling supplies and on a hand grab basis. The soil and water samples would be collected directly into laboratory supplied containers and immediately placed on ice in a pre-chilled cooler then relinquished under strict chain of custody to the analytical chemistry laboratory. Field notes, photographs, and site sketches will be provided to document the site conditions and sampling activities. The samples will be submitted for lab analysis of the following parameters:

- Total Custom List Metals (ICP) - 9 reported
- Mercury (CVAA)
- Total Coliform + E coli (P/A) Bacteria
- Fecal Coliform Bacteria
- M412 Swine Bacteroidales qPCR
- PH

Laboratory chemical analysis turnaround time is as specified by the client approval per the attached unit cost worksheet.

Reporting

CRG Texas will prepare a brief letter report documenting the findings of the assessment. The report will summarize the analytical results for the suspect COCs in drinking water that will be compared to the applicable TCEQ and EPA regulatory limits (Maximum and Secondary Contaminant Levels). It will include a discussion, summary data tables and the analytical reports. One electronic copy of the report will be provided after completion. The report may be distributed and relied upon by the client, its successors, and assigns. Reliance on the information and conclusions in this report by any other person or entity is not authorized without the written consent of CRG Texas.

Schedule

Preparations for the inspection and sampling will begin upon receipt of the Notice to Proceed from the Client and the field work will commence as soon as possible according to the availability of the necessary PPE, sampling supplies, and personnel as well as favorable weather conditions. The inspection and sampling will take one day in the field to complete, and the samples collected will be analyzed on a 7-10 working day lab analysis turnaround time. The report is expected to be delivered with 2-3 weeks from the date of Notice to Proceed, barring anything beyond our control. The Client must provide access and assistance in collecting the samples by turning on pumps, purging wells, or other items as needed for the sampling on site. This procedure will promote expediency in completing the project within the designated time frame specified above.

Cost and Payment Terms

The cost is estimated at **\$15,526.00** and CRG Texas will invoice the Client as detailed in the attached unit cost worksheet. Should more or less additional materials, equipment, labor, and analysis be required, or if conditions arise beyond our control (i.e., weather conditions, sample analysis failure, site conditions, etc.), such additional costs will be billed in accordance with the unit rates provided on the attached table or at our cost plus 20% additional for unspecified items. Payment would be due upon receipt of the invoice provided with the draft report and checks shall be made out to CRG Texas Environmental Services, Inc.

Limitations

The proposed work is limited to the scope of work listed herein. Unless as built drawings for all underground utilities are provided, then CRG Texas shall be held harmless against to any damages to such subsurface utilities at the subject site. No surface or subsurface assessment can eliminate all uncertainty. Furthermore, any sample, either surface or subsurface, taken for chemical analysis may or may not be representative of a larger population. Professional judgment and interpretation are inherent in the process and uncertainty is inevitable. Additional assessment may be able to reduce the uncertainty. Even when surface or subsurface assessment work is executed with an appropriate site-specific standard of care, certain conditions present especially difficult detection problems. Such conditions may include, but are not limited to, complex geological settings, the fate and transport characteristics of certain hazardous substances and petroleum products, the distribution of previous and existing contamination, physical limitations imposed by the location of utilities and other man-made objects, and the limitations of assessment technologies. Surface or subsurface assessments do not generally require an exhaustive assessment of environmental conditions on a property and are intended as a screening exercise. If hazardous substance or petroleum releases are confirmed on a parcel of property, the extent of further assessment is related to the degree of uncertainty that is acceptable to the user with respect to the real estate transaction budget, schedule, and other factors beyond the control of the environmental consultant. Measurements and sampling data only represent the site conditions at the time of data collection.

Assumptions and Exclusions

The following assumptions and exclusions apply:

- The Client shall be responsible for providing maps showing all subsurface structures, utilities, and other items.
- CRG Texas will submit the 48 hour utility locate notification to Texas 811 (if necessary) and will hand probe each soil boring location to four foot depth before drilling to check for subsurface items.
- CRG Texas shall not be held responsible for any damages to subsurface structures, utilities, or any other item encountered during the subsurface investigation.
- If warranted, a quote for additional assessment, release reporting, and or corrective action would be provided upon request.

Proposal Acceptance

Please sign and return this proposal as Notice to Proceed. Payments are due upon receipt of the invoice to be submitted with the draft report.

Thank you for the opportunity to provide environmental assessment services for this project, and we stand ready to address your needs!

Respectfully Submitted by,

CRG Texas Environmental Services, Inc.

Kevin C. Casler
Vice President

Attachments:

Unit Cost Worksheet- Inspection, Sampling, Lab Analysis, and Report

Unit Cost Worksheet Inspection, Sampling, Lab Analysis, and Report
Inspection, Sampling, Lab Analysis, and Report
Agricultural Swine Farm
Bay City, Texas

Description	Unit rate (per)		Amount	Standard TAT Price
Project Manager (Prep and Management)	\$152.00	hour	8	\$1,216.00
Staff Scientist (Prep and Research)	\$125.00	hour	4	\$500.00
Staff Scientist (Field Sampling and Report Support)	\$125.00	hour	16	\$2,000.00
Environmental Technician II (Field Sampling and Report Support)	\$95.00	hour	16	\$1,520.00
Vehicle use	\$200.00	day	1	\$200.00
PPE and Sampling Supplies	\$250.00	day	1	\$250.00
Report	\$3,500.00	each	1	\$3,500.00
Analytical Water	Unit rate (per)		Amount	Standard TAT Price
Total Custom List Metals (ICP) - 9 reported	\$195.00	sample	5	\$975.00
Mercury (CVAA)	\$41.00	sample	5	\$205.00
Total Coliform + E coli (P/A)	\$90.00	sample	5	\$450.00
Fecal Coliform Bacteria	\$80.00	sample	5	\$400.00
M412 Swine Bacteroidales (pig) qPCR	\$200.00	sample	5	\$1,000.00
PH	\$28.00	sample	5	\$140.00
Analytical Soil	Unit rate (per)		Amount	Standard TAT Price
Total Custom List Metals (ICP) - 9 reported	\$195.00	sample	5	\$975.00
Mercury (CVAA)	\$41.00	sample	5	\$205.00
Total Coliform + E coli (P/A)	\$90.00	sample	5	\$450.00
Fecal Coliform Bacteria	\$80.00	sample	5	\$400.00
M412 Swine Bacteroidales (pig) qPCR	\$200.00	sample	5	\$1,000.00
PH	\$28.00	sample	5	\$140.00
Notes:				\$15,526.00

TAT- laboratory chemical analysis turnaround time

*: include Arsenic, Aluminum, Copper, Iron, Manganese, and Zinc

**: Per TCEQ rules and requirements three (3) consecutive water samples free of coliform bacterial contamination are needed. Samples need to be taken after 36 hours of continuous pumping at the design withdrawal rate.

This unit cost estimate is to be referenced for billing of actual quantities of materials, equipment, labor, and laboratory chemical analysis required to complete the work associated with the base testing and any additional re-testing required.

4 hour minimum for labor

Client Authorization:

Printed Name

Title

Signature

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES TO CHANGE THE MEETING DATE AND TIME; PROVIDING FOR A CUMULATIVE & CONFLICT CLAUSE; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, conflicts have arisen with council members of the City Council of the City of Bay City, Texas, who desire to change the date and/or time of the regular city council meetings for the months of November and December; and

WHEREAS, the council members of the City Council of the City of Bay City, Texas, finds that November and December regular meetings should be held on one day by holding a regular workshop meeting and a regular council meeting.

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

SECTION 1.
AMENDMENT TO MUNICIPAL CODE OF ORDINANCES

The City Council does hereby amend Section 2-46. – Meetings as follows:

Sec. 2-46. - Meetings.

The regular meetings of the city council shall be held on the second and fourth Tuesday of each month at 6:00 p.m, except that for the months of November and December, the council shall hold a regular workshop meeting at 5:00 p.m., and a regular council meeting at 6:00 p.m., both on the second Tuesday of that month. There shall be no meeting on the fourth Tuesday of November or December. If a meeting day falls on a holiday, the city council shall designate a day for the meeting that week which is not a holiday. All meetings shall comply with the Texas Open Meetings Act, V.T.C.A., Government Code § 551.001 et seq.

(Code 1985, § 2-24; Code 2000, § 2-61)

Charter reference— Day and time of meetings established by ordinance of city council, § 4.07.

SECTION 2.
SAVINGS CLAUSE

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

**SECTION 3.
SEVERABILITY**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

**SECTION 4.
REPEALER**

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

**SECTION 5.
PROPER NOTICE AND MEETINGS**

It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place and 41 purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION 6.
EFFECTIVE DATE**

This Ordinance shall become effective upon adoption and publication as required by law.

APPROVED AND ADOPTED this 23rd day of January, 2024.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

Approved By:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

Council Member:	Voted Aye	Voted No	Absent
Blayne Finlay Mayor Pro Tem	_____	_____	_____
Ben Flores	_____	_____	_____
Jim Folse	_____	_____	_____
Bradley Westmoreland	_____	_____	_____
Becca Sitz	_____	_____	_____

Robert K. Nelson, Mayor, City of Bay City

ATTEST:

Jeanna Thompson, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney
City of Bay City