



**City Council Agenda
Regular Meeting via Audio/Video Broadcast
08/04/2020**

Notice is hereby given in accordance with an order of the Office of the Governor issued March 16, 2020, of a Regular Meeting of the City Council of the City of San Angelo scheduled for August 4, 2020 at 8:30 a.m. The McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas will not be open to the public. Council members and staff will attend virtually in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). There will be no public access to the regular meeting location. A public, free-of-charge audio/video broadcast of the meeting will be available on the City’s YouTube channel at [youtube.com/CityofSanAngelo](https://www.youtube.com/CityofSanAngelo).

The Meeting Agenda and the Agenda Packet are posted online at <https://www.cosatx.us/government/city-council/agenda-minutes-and-agenda-packets>.

Members of the public who wish to submit **Public Comment** on agenda items must send their written comments via email to Julia.Antilley@cosatx.us by noon August 3, 2020.

The subject must be in the following format: “Public Comment, [item number] – August 4, 2020.”

All emails must include your name and address or SMD.

Please note all Public Comment emails relevant to posted agenda items received by the deadline will be published as part of the agenda packet prior to the meeting and are therefore public record.

Call 325-657-4405 for staff assistance.

A recording of the meeting will be available to the public in accordance with the Open Meetings Act upon written request.

1. Call to Order/Roll Call to Establish Quorum

2. Chaplain Prayer

3. Special Instructions

All members of the public, council, and staff should begin speaking by stating their full name and SMD/address, their SMD position, or role within the City.

4. Public Comment

At this time, Council Members may ask staff members questions regarding Public Comments submitted via email.

5. Consent Agenda

- a. Consider approving the City Council July 21, 2020 regular meeting and July 28, 2020 budget workshop minutes (Julia Antilley)
- b. Ratification of a one year Lease Agreement with options to extend for three additional one year terms, and an MOU with ASU Small Business Development Center for operation of the Business Factory program approved by the COSADC Board of Directors July 22, 2020 (Guy Andrews)
- c. Consider awarding FD-01-20 EMS Billing & Collection Services to Emergicon, LLC and authorizing

the City Manager to negotiate and execute all related documents (Brian Dunn)

- d. Consider awarding the purchase of three Gridsmart Traffic Control Cameras to Texas Highway Products through Buyboard Contract #608-20 in the amount of \$49,815, budgeted for purchase in fiscal year 2020, and authorizing the City Manager to negotiate and execute all related documents (Dusty Hohensee)
- e. Consider approving the rehabilitation of fourteen structures at Fort Concho in the amount of \$619,352.56 with BasicIDIQ Inc. through BuyBoard Contract #520-16 and authorizing the City Manager to execute all related documents (Al Torres)
- f. Consider a resolution authorizing the City Manager to negotiate and execute a Professional Services Agreement with the Texas Coalition of Affordable Power (TCAP) and a Commercial Services Agreement with GEXA Energy for power to be provided after January 1, 2023 (Nolan Sosa)
- g. Consider approving an amendment to the Concession Agreement between the City of San Angelo and San Angelo Host and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- h. Consider a resolution authorizing the City Manager to sign Texas Commission on Environmental Quality documents and meeting the signatory requirements in 30 Texas Administrative Code § 295.14 (Allison Strube)
- i. Consider authorizing the City Manager to negotiate and execute a right-of-way license use agreement with Peaceful Office Properties, LLC, to allow for an awning and two wall lights to encroach into the public right-of-way located at 16 E. Beauregard Ave. (Jon James)
- j. Second reading of an ordinance approving Case Z20-08, a rezoning from the Single-Family Residential zoning district to the Neighborhood Commercial zoning district, being 0.138 acres at the southwest corner of W. Ave. V and S. Bryant Blvd. (Jon James)

6. Regular Agenda

- a. Consider approving an amendment to the Infill Incentive Program to include relocation of decent and structurally sound existing homes to neighborhoods targeted for revitalization (Presentation made by Neighborhood and Family Services Director Bob Salas and Ms. A'Lisa Denny)
- b. Consider awarding ES-07-20 Friction Seal for Pavement Preservation to Pavement Restoration, Inc. in the amount of \$679,805, budgeted in fiscal year 2020 and authorizing the City Manager to negotiate and execute all related documents (Presentation made by City Engineer Lance Overstreet)
- c. Discussion and consider revising the ordinance governing hours for house to house door knocking under the Itinerant Merchant permit (Presentation made by City Attorney Theresa James)
- d. Consider a resolution allowing the suspension of certain ordinance requirements regarding parking, right-of-way encroachments, and signage during the statewide issued disaster declaration related to the COVID-19 pandemic (Presentation by Planning and Development Services Director Jon James)

7. Follow Up and Administrative Issues

a. Announcements and consideration of Future Agenda Items

8. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was published on the City of San Angelo's website on the 30th day of July 2020, at 12:32 p.m.



Julia Antilley, City Clerk

All agenda items are subject to action. The City Council reserves the right to consider business out of posted order and/or meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the City Clerk's Office at 325-657-4405.

Citizen requests to display materials on the city's monitors must submit the request 96 hours prior to the meeting by email to Julia.Antilley@cosatx.us. Time limits for discussion are as stated above and materials cannot exceed 10-pages. Citizens bringing materials for distribution to City Council members during the meeting must bring a minimum of 12 copies.

City Council regular meetings are broadcast on SATV Channel 17-Government Access at 10:30 a.m. and 7:00 p.m. every day, beginning the evening of the meeting until the evening of the next meeting.

City of San Angelo, Texas
Regular City Council Meeting via Audio/Video Broadcast
Tuesday, July 21, 2020

Present:

Mayor Brenda Gunter
Mayor Pro tem Harry Thomas, SMD 3
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Lucy Gonzalez, SMD 4
Council Member Lane Carter, SMD 5
Council Member Billie DeWitt, SMD 6

1. Call to Order/Roll Call to Establish Quorum

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, July 21, 2020, via Zoom livestreamed to the City's YouTube channel at [youtube.com/CityofSanAngelo](https://www.youtube.com/CityofSanAngelo).

2. Chaplain Prayer

San Angelo Police Department Chaplain Ralph Dawkins provided an invocation.

3. Special Instructions

Mayor Gunter read special instructions for the virtual meeting.

4. Public Comment

Mayor Gunter read a public comment from Alan Prest, SMD1, regarding Covid-19.

Mayor Gunter read a public comment from CoCo Simpson regarding cancellation of events.

Mayor Gunter read a public comment from Sherley Spears announcing the proclamation of July 28th as San Angelo, Texas – National Buffalo Soldier Day.

Mayor Gunter spoke regarding Covid-19 and the responsibility of each citizen to reduce the spread.

Theresa James announced Dr. Vretis will be answering question live on Facebook and Channel 17 today.

Council Member DeWitt spoke regarding her appreciation of Mayor Gunter's leadership during this pandemic.

5. Consent Agenda

- a. Approval of the City Council July 7, 2020 regular meeting and July 14, 2020 budget workshop minutes (Julia Antilley)
- b. Authorization of the City Manager to execute the First Amendment to Commercial Lease Agreement with Historic Orient Santa Fe Depot, Inc., adding an additional .236 acres to the lease premises, for use as a new static display honoring our military (Cindy Preas)
- c. Declaration of a small, irregularly shaped, unbuildable lot, being Lot 26, Block 1, Group 9, Lake Nasworthy Addition, surplus for the purpose of disposing of surplus property and authorizing the City Manager to execute all documents necessary to convey the surface estate to the adjacent property owner, for the appraised value of \$5,300, reserving unto the City of San Angelo a blanket easement and all mineral interests, surface and ground water rights (Cindy Preas)
- d. Approval of an amendment to the annual agreement with Galilee CDC in the amount of \$45,000 of CDBG grant funds and authorizing the City Manager to negotiate and execute all related documents (Bob Salas)

- e. Acceptance of a WIC grant for a five year term beginning October 1, 2020 and ending on September 30, 2025 including that the City provide certain services for the WIC program; authorizing the City Manager to execute a contract with the Health and Human Services Commission for an award of \$5,568,617 for the five year term; authorizing the City Manager to execute other contracts or addendums for grant funding for the balance of the fiscal years and, all related documents (Cristina Eureste)
- f. Adoption of a resolution accepting the donation of two Masterbuilt Grills, one for the San Angelo Police Department and one for the San Angelo Fire Department, donated by Westlake Ace Hardware (Frank Carter and Brian Dunn) (Pg. 374, 2020-067)
- g. Second reading and adoption of an ordinance amending Chapter 2 Article 2.07 of the San Angelo Code of Ordinances to standardize provisions related to City Boards and Commissions modifying the Conflict of Interest and Term Limit Provisions (Theresa James) (Pg. 375, 2020-068)
- h. Second reading and adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020, for grants, reimbursed expenses, and capital projects (Tina Dierschke) (Pg. 377, 2020-069)

Motion: Council Member DeWitt made a motion, seconded by Council Member Hiebert, to approve the Consent Agenda, with the exception of item 5h. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve item 5h, as presented by Finance Director Tina Dierschke. The motion carried unanimously (7) ayes to (0) nays.

6. Regular Agenda

- a. Approval, and public hearing of, the 2020-2024 five year Consolidated Plan for the use of CDBG and HOME grant funds and authorizing the City Manager to execute all related documents and certifications (Presentation made by Neighborhood and Family Services Director Bob Salas)

[No registered speakers for this Public Hearing.]

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to approve the item, as presented. The motion carried unanimously (7) ayes to (0) nays.

- b. Approval of a policy waiving fees for animal pick up (Presentation made by Neighborhood and Family Services Assistant Director Morgan Chegwidden)

Motion: Council Member Gonzales made a motion, seconded by Council Member Hiebert, to approve a policy waiving fees for animal pick up for either those citizens that are 1) elderly and low income or 2) disabled, and authorizing the City Manager to appoint a designee to waive said fees (the current designee will be Neighborhood and Family Services Assistant Director, a role currently filled by Morgan Chegwidden). The motion carried unanimously (7) ayes to (0) nays.

- c. First reading and public hearing of an ordinance rezoning property from the Single-Family Residential zoning district to the Neighborhood Commercial zoning district, being 0.138 acres at the southwest corner of W. Ave. V and S. Bryant Blvd. (Presentation made by Planning & Development Services Director Jon James)

[No registered speakers for this Public Hearing.]

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve the item, as presented. The motion carried unanimously (7) ayes to (0) nays.

7. Closed Session

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

- a. 551.071 - Consultation with Attorney regarding water rights and contracts for Lake Nasworthy
- b. 551.072 - Deliberation about Real Property regarding Ford Ranch

8. Follow Up and Administrative Issues

- a. Consider items discussed in Closed Session, if needed

Motion: Council Member Thompson made a motion, seconded by Council Member Carter, to authorize the City Manager to negotiate and execute all necessary documents for the sale of approximately 575 acres of the Ford Ranch for a price no less than \$1,950 per acre to be sold to Adam and Kimberly Ellisor. The motion carried unanimously (7) ayes to (0) nays.

- b. Approval of various Board nominations:
Tax Increment Reinvestment Zone: Jon Mark Hogg (SMD1), Greg Gaylor (SMD2), and Jim Cummings (Mayor) to their second terms and Dudra Butler (SMD4) to a third term, all ending July 2022

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the item, as presented. The motion carried unanimously (7) ayes to (0) nays.

- c. Announcements and consideration of Future Agenda Items

Council Member Thompson requested an update from Jeremy Valgardson on the airport study. Mayor Gunter announced the Master Plan will be presented to City Council at the August 4th meeting.

Mayor Gunter requested a review of the ordinance governing itinerant merchant door-knocking hours.

Council Member Gonzales asked for an update on a public meeting for internet and cable service complaints. Mayor Gunter announced the survey is online and Michael Dane is sending weekly updates to the FCC.

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays.

There being no further business, the meeting adjourned at 10:17 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

In accordance with Chapter 2, Article 2.300, of the Official Code of the City of San Angelo, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details on Council meetings may be obtained from the City Clerk's Office or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

City of San Angelo, Texas
Special City Council Meeting – Budget Workshop
Tuesday, July 28, 2020

Present:

Mayor Brenda Gunter
Mayor Pro tem Harry Thomas, SMD 3
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Lucy Gonzalez, SMD 4
Council Member Lane Carter, SMD 5
Council Member Billie DeWitt, SMD 6

1. Call to Order/Roll Call to Establish Quorum

With a quorum of the City Council Members present, Mayor Gunter called the special session of the San Angelo City Council to order at 8:32 a.m. on Tuesday July 14, 2020, via Zoom livestreamed to the City's YouTube channel at [youtube.com/CityofSanAngelo](https://www.youtube.com/CityofSanAngelo).

2. Special Instructions

Mayor Gunter read special instructions for the virtual meeting.

3. Public Comment

No public comment was received for this meeting.

4. Workshop Agenda

a. Discussion of matters regarding the fiscal year 2020-2021 budget preparation, including, but not limited to:

1. Other Enterprise Funds revenue and expenditures (Presentation made by Finance Director Tina Dierschke)

Finance Director Tina Dierschke provided an overview of proposed revenue and expense budgets related to the following funds with support from the department directors:

- Airport Fund, Airport Director Jeremy Valgardson
- State Office Fund, Assistant City Manager Rick Weise, Parks and Recreation Director Carl White, and Fort Concho Manager Bob Bluthardt
- Fort Concho Fund, Fort Concho Manager Bob Bluthardt
- Fairmount Cemetery Fund, Parks and Recreation Director Carl White
- Municipal Pool Division, Recreation Manager Brent Casey
- COSADC Economic Development

2. Health Insurance Update (Presentation made by Human Resources Director Bryan Kendrick and Julie Rickman of Holmes Murphy)

Julie Rickman provided an overview of the health insurance plans. Human Resources Director Bryan Kendrick and Finance Director Tina Dierschke stated the Health Insurance budget will be further discussed at the August 13, 2020 Budget Workshop focusing on the General Fund.

3. Other items needing Council direction

No discussion on this item.

5. Follow Up and Administrative Issues

a. Announcements and consideration of Future Agenda Items

No discussion on this item.

6. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays.

There being no further business, the meeting was adjourned at 9:39 a.m.

THE CITY OF SAN ANGELO:

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

In accordance with Chapter 2, Article 2.300, of the Official Code of the City of San Angelo, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details on Council meetings may be obtained from the City Clerk's Office or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Nora Nevarez, Executive Office Coordinator, Economic Development, 325-653-7197

Meeting Date: August 4, 2020

Item type: Consent Item

Caption:

Ratification of a one year Lease Agreement with options to extend for three additional one year terms, and an MOU with ASU Small Business Development Center for operation of the Business Factory program approved by the COSADC Board of Directors July 22, 2020 (Guy Andrews)

Summary/History:

The lease agreement is between the City of San Angelo Development Corporation(COSADC) and ASU Small Business Development Center (SBDC). Their office is located at the Business Resource Center, leasing 2,516 square feet. The lease terminates on August 31, 2021, but may renew annually until August 31, 2024. The annual rent is \$10.00.

COSADC Obligations are as followed:

- Utilities including heating and cooling
- Maintenance and repairs including common area
- Taxes
- Insurance -fire and limited liability
- Security not provided (security and fire systems)
- 24/7 Access to office area
- Approval of alterations to the building

ASU SBDC obligations are as followed:

- Lessee self-insurance
- Accepts premises as is without warranty
- General office and educational use only
- Right of entry for inspection and repairs
- No assigning or subletting
- Indemnify and hold harmless the lessee

MOU between COSADC and ASU SBDC to assist in the operations of the Business Factory. COSADC will continue to maintain contractual agreements with incubator clients; facilitate and responsibility for all repairs and maintenance; maintain all service contract amenities i.e. copier, Wifi; collect rent and service fees from incubator clients; and reimburse SBDC for mutually agreed upon advertising expenses.

ASU SBDC will assume responsibility for marketing the Business Factory as a partnership program between COSADC and ASU SBDC to secure incubator clients; assume responsibility of recruitment of incubator clients; assume orientation of clients to business incubator and liaison with COSADC on requirements, policies, and responsibilities of clients in the business incubator; continue business development efforts with incubator clients with no-cost and confidential one-on-one business advising and no cost to low cost business training; assume responsibility of assisting incubator clients through the advisory panel reporting process; and receive a rent reduction to \$10 annually for the length of the

MOU/lease amendment.

Financial Impact:

Fiscal Impact- Annual \$10.00 per year. No budget amendment is required.

Other Information/Recommendation:

Attachments:

1. COSADC ASU BRC Lease 20-0363_COSADC_ASU_BRC_LSE_07-15-20.docx.pdf

Presentation:

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

LEASE AGREEMENT

LESSOR: City of San Angelo Development Corporation (COSADC), a Texas non-profit development corporation.

LESSEE: Angelo State University, (ASU) a member of the Texas Tech University System.

LEASED PREMISES: Suites 110.0 through 110.10, located at the Business Resource Center (BRC), 69 North Chadbourne Street, San Angelo, Texas 76903-5848.

REFERENCE DATA

Commencement Date: September 1, 2020

Building Name: Business Resource Center

Leased Premises Address: 69 North Chadbourne Street, San Angelo, Texas 76903-5848 Suites 110.0 through 110.10

Lessor: City of San Angelo Development Corporation
69 North Chadbourne Street
San Angelo, Texas 76903

Lessee: Angelo State University, member Texas Tech University System, Mayer Administration Building, 2601 W. Avenue N, San Angelo, Texas 76909

Leasable Area: 2516 square feet (approx.)

Estimated Termination Date: Terminates on August 31, 2021, but may renew annually until August 31, 2024

Initial Term of Lease: One year, plus up to three annual extensions, for up to but not to exceed four (4) years (with yearly auto renewal & funding out clauses), subject to earlier termination as herein provided.

Annual Rent: In consideration of the premises and the mutual covenants set forth herein, and TEN DOLLARS.

Security Deposit: N/A

Use of Leased Premises: Office space for operation of ASU Small Business Development Center.

Exhibits: The exhibits marked in this section are incorporated in this Lease by reference hereto and are to be construed as part of this Lease Agreement.

- X **Exhibit "A"**, Legal Description
- X **Exhibit "B"**, Special Provisions
- X **Exhibit "C"**, MOU Business Factory
- X **Exhibit "D"**, Floor Plan, Suites 110.0-110.10

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LEASE AGREEMENT

This Lease Agreement is made by and between the City of San Angelo Development Corporation, a Texas Nonprofit Development Corporation (Lessor) and Angelo State University, a member of the Texas Tech University System, (Lessee) on the Execution Date stated in the REFERENCE DATA (page 1 above), which REFERENCE DATA is attached to and made a part hereof for all purposes.

WITNESSETH:

Lessor does hereby lease to Lessee and Lessee accepts from Lessor the Leased Premises, located at the address specified in the REFERENCE DATA and hereinafter called the "Leased Premises", subject to the covenants, terms, provisions, and conditions of this Lease Agreement. The legal description of the real estate on which the building in which the Leased Premises is located (the "Building") is attached hereto as **Exhibit "A"**.

1. TERM OF LEASE

This Lease Agreement shall begin on the Commencement Date, and shall end on August 31, 2021, except that it shall automatically renew for three (3) additional one year terms if neither party objects at least thirty (30) days prior to the expiration of a term. In any case, this Lease Agreement shall not extend beyond August 31, 2024. This Lease Agreement may terminate on an earlier date pursuant to any of the other conditions or provisions of this Lease Agreement.

2. RENT

Lessee agrees to pay to Lessor, without demand therefore and without any deduction or offset whatsoever, an annual rent payment payable in advance during the full term of this Lease Agreement. Annual rent shall be due and payable on or before October 1st for each fiscal year of the term of this Lease or any extensions thereof. The Lessee shall have the right to cancel this contract at the end of the then current fiscal period (September 1 to August 31) if funds are not allotted for the next fiscal year to continue this contract. The Lessee may enact such cancellation by giving the Lessor written notice of its intention to cancel not less than thirty (30) days prior to the end of the then current fiscal period, stating its reasons for cancellation. Upon cancellation of this contract as provided in this section, the Lessee shall not be responsible for the payment of any services received which occur after the end of the current contract period.

Lessor reserves the option to adjust Annual Rent upon any automatic renewal or other extension of the Lease Term.

3. PAYMENT OF RENT

All rent hereunder shall be paid by check to the Landlord at the address shown at Paragraph 29, NOTICES, of this Lease Agreement, or to such other place as Lessor may from time to time designate in writing; provided, however, all rent must be actually received by Lessor on or before its due date.

4. SERVICES BY LESSOR

Lessor agrees to furnish to the Leased Premises during reasonable hours of generally recognized business days, heating and cooling required for the normal office use and occupation of the Leased Premises. Lessee requires 24/7 access to leased space and common areas. Lessor shall make water, gas, electric, and sewer utilities available to the Leased Premises. Failure to any extent to furnish these services resulting from causes beyond the control

of Lessor shall not render Lessor to be in default hereof, however occurring, nor relieve Lessee from any of Lessee's obligations under this Lease Agreement.

5. MAINTENANCE AND REPAIRS

Lessor shall keep and repair the interior and exterior of the Leased Premises, including all paving, parking areas, exterior landscaping and exterior lighting associated with the Leased Premises, unless the need for such repair shall have been caused by the negligence or misconduct of Lessee or Lessee's employees, agents, or invitees. Lessor shall not be required to pay for any charges made for repair of the Leased Premises authorized by Lessee without notice to and prior approval of Lessor in writing and Lessor shall not have any liability for damage or injury arising out of any occurrence causing a need for such repair. Lessee hereby agrees to exercise all reasonable care to prevent damage to the Leased Premises. Lessor shall furnish janitorial services furnished by Lessor for the rest of the offices and common areas of the building.

6. COMMON AREA MAINTENANCE

Lessor is responsible for all common area maintenance.

7. TAXES

Lessor shall pay and fully discharge all of the real estate ad valorem taxes on the Leased Premises. To the extent that such taxes are applicable to Lessee as a tax-exempt entity, Lessee will pay all personal property taxes and all real estate ad valorem taxes and assessments levied, assessed, or imposed upon all improvements erected, installed or placed by Lessee on the Leased Premises.

8. INSURANCE

- a. Lessor Fire Insurance and Limited Liability: Lessor shall at all times during the term of this Lease Agreement carry fire and extended coverage insurance on the Building for not less than eighty percent (80%) of the replacement cost of said improvements. Lessor shall not be required to insure and shall not be liable to Lessee for any loss or damage to Lessee's property including, but not limited to, furniture, fixtures, equipment and inventory and leasehold improvements added to the Leased Premises by Lessee which may be caused by fire, wind, rain, flood, other unforeseen Acts of God, or any other cause. Lessee is self-insured for liability purposes. Lessor shall not be responsible or liable to Lessee for any loss or damage to person or property that Lessee may incur by or through any act or failure to act of other tenants occupying any part of the building in which the Leased Premises are located, or for any loss or damage to property that Lessee may incur arising from bursting or leaking of water, gas, or sewer pipes, or for any damage or loss of property within the premises from any other reason whatsoever, except if caused by the negligence of the Lessor, or its agents or employees.
- b. Lessee Self Insurance: For purposes of this Agreement ASU self-insures (Certificate attached).

9. SECURITY

To the extent allowed by Texas law, Lessor hereby disclaims, and Lessee hereby waives, any obligations on the part of Lessor to provide security for the Leased Premises at any time. To the extent allowed by Texas law, Lessee agrees that Lessor shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person whomsoever for any injury to person or damage to property on or about the Leased Premises by reason of the absence and/or failure of security, and Lessee further agrees that the provisions of Paragraph 17, HOLD HARMLESS AND INDEMNITY, shall apply with respect to any claim, damage, cost and/or expense asserted against or incurred by Lessor and arising from the absence and/or failure of security for the Leased Premises insofar as Texas law allows.

10. ALTERATIONS

Lessee may not make any alteration to the Leased Premises. If Lessor, in Lessor's sole discretion, approves any alteration to the Leased Premises, except as agreed otherwise in writing by Lessor, all alterations shall at once become a part of the realty and belong to Lessor, except movable furniture and trade fixtures. Lessee shall keep the Leased Premises in good condition, and shall, at the expiration or termination of this Lease Agreement, deliver the Leased Premises to Lessor in as good a condition as of the date of possession, except for ordinary wear and tear, casualty and Lessor repairs.

11. ACCEPTANCE OF PREMISES

LESSEE ACCEPTS THE LEASED PREMISES AS IS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE. To the extent that a reasonable person could have discovered any defects or conditions to indicate to the contrary, Lessee's taking possession shall be conclusive evidence that the Leased Premises was in good order and satisfactory condition when Lessee took possession. Further, there was nothing in or about the Leased Premises obviously dangerous to life, limb, or health, and, to the extent allowed by Texas law, Lessee waives any claim for damages that may arise from defects of that character. No promise of Lessor to alter, remodel, repair, decorate or improve the Leased Premises, and no representation respecting the condition of the Leased Premises has been made by Lessor to Lessee other than as may be contained herein or on the exhibits attached hereto.

12. USE OF LEASED PREMISES

Lessee shall use the Leased Premises for general office and educational purposes and for no other purpose without the prior written consent of Lessor. Lessee, its employees, agents, or invitees, shall not do or permit anything to be done in or about the Leased Premises which in any way will injure the reputation or appearance of the Leased Premises. Lessee shall not cause, maintain or permit any nuisance in, on, or about the Leased Premises. Lessee shall not conduct any business in the Leased Premises except that essentially connected with the stated use of the Leased Premises in the REFERENCE DATA.

13. LESSOR'S RIGHT OF ENTRY

The parties hereto agree that Lessor, its agents or representatives, shall have the right, without abatement of rent, to enter upon the Leased Premises to examine the Leased Premises, improve or repair the Leased Premises, provide services required of Lessor, or to make such repairs or alterations to Leased Premises as may be necessary for the safety and preservation of said Leased Premises. Such examinations, repairs, and alterations, except those of an emergency nature, shall be made so as to cause a minimum of interference with Lessee's business conducted

in the Leased Premises, and, to the maximum extent possible, reasonable prior notice shall be provided to Lessee. For each of the aforesaid purposes, Lessor shall, at all times, have and retain a key to unlock all of the doors in and to the Leased Premises.

14. ASSIGNMENT AND SUBLETTING

Lessee may not assign this Lease Agreement or any interest herein, nor sublet the Leased Premises nor any part thereof nor any right or privilege pertinent thereto. If Lessor, in Lessor's sole discretion, approves a transfer, assignment or sublease, each transferee, assignee or sublessee must assume in writing all of Lessee's obligations under this Lease Agreement, and Lessee shall remain liable for each and every obligation hereunder. In the event Lessee assigns or sublets any portion of the Leased Premises without the prior written approval of Lessor, Lessee shall be deemed to be in default of this Lease Agreement and Lessor shall have all remedies provided in this Lease Agreement.

15. SURRENDER AND HOLDING OVER

Lessee, upon expiration or termination of this Lease Agreement, either by lapse of time or otherwise, agrees to surrender peaceably the Leased Premises to Lessor. In the event that Lessee shall fail to surrender the Leased Premises as provided above, such holding over shall be construed as tenancy from month to month upon the other terms and conditions as set out herein, and Lessee shall pay Lessor as rent twice the most recent monthly rental paid prior to the date of such termination.

16. DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises is damaged by fire or other casualty, Lessor shall forthwith repair the same provided such repairs to the Leased Premises can normally be made within sixty (60) days from the date of the casualty. This Lease Agreement shall remain in full force and effect except that Lessee shall be entitled to a proportionate abatement in rent, unless such damage or casualty resulted from the negligence or other act of Lessee or its agents, licensees, invitees or employees, from the date of such damage and while such repairs are being made, such reduction to be determined by Lessor based pro rata on the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Lessee of the Leased Premises. If such repairs cannot be made within sixty (60) days, Lessor shall have the option by written notice given at any time within thirty (30) days after such damage, of terminating this Lease Agreement as of the date specified in such notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the giving of such notice. In the event of the giving of such termination notice, rent, proportionately abated as specified above, shall be paid by Lessee only through the specific termination date provided for in the notice, Lessor agreeing to refund to Lessee any rent theretofore paid in advance for any period of time subsequent to such date. In the event Lessor does not exercise the above set forth option to terminate this Lease Agreement shall continue in full force and effect, but the rent hereunder to be proportionately abated as provided above. Lessor shall not be required to repair or replace any property or improvements installed in the Leased Premises by Lessee. The foregoing notwithstanding, Lessor shall not be required to expend in repairing and restoring the Leased Premises any amount in excess of the insurance proceeds received by Lessor for such damage or casualty which are allocable to the Leased Premises.

17. HOLD HARMLESS AND INDEMNITY

To the extent allowed by Texas laws and the Constitution of the State of Texas, Lessor shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person whomsoever for any injury to person or damage to property on or about the Leased Premises caused by or arising out of the negligence, misconduct, other acts or omissions of any person other than Lessor; the Leased Premises becoming out of repair; the lack of supervision or security for the Leased Premises; the management of Lessee's business in the Leased Premises; or the breach on the part of Lessee of any term or condition of this Lease Agreement. Only insofar as Texas laws

and the Constitution of the State of Texas allows, Lessee agrees to indemnify and hold Lessor harmless from and against any and all liability and claims for any and all such injury or damage, including reasonable attorney's fees for the defense thereof. Only insofar as Texas law allows, in case of any action or proceeding brought against Lessor by reason of any such claim, Lessee covenants and agrees to defend such action or proceeding by legal counsel appointed by Lessee, and shall indemnify and hold Lessor harmless from any liability costs, expenses, judgment, or other loss arising out of any such action or proceeding.

18. SALE OR ASSIGNMENT BY LESSOR

In the event of a sale or conveyance by Lessor of the Leased Premises, provided the successor owner agrees in writing to assume all of Lessor's obligations under this Lease Agreement, the same shall operate to release Lessor from any future liability under this Lease Agreement to Lessee, and Lessee agrees, following such a sale or conveyance to look solely to the successor owner for performance of all the covenants and obligations of Lessor under this Lease Agreement. This Lease Agreement shall not otherwise be affected by any such sale or conveyance. Lessee agrees to attorn to the successor owner. Lessee agrees that Lessor may assign all of its rights as Lessor under this Lease Agreement only if each transferee or assignee assumes in writing all of Lessor's obligations under this Lease Agreement, unless otherwise agreed in writing by Lessor and Lessee prior to such assignment. Lessee further agrees to give such further evidence of Lessee's consent to such assignment as may be reasonably requested by Lessor or by Lessor's assignee.

19. DEFAULT BY LESSEE

Lessee shall be in default under this Lease Agreement if any of the following occur:

- (a) Lessee shall fail to pay when due any rent or other sum of money required to be paid to Lessor pursuant to the terms of this Lease Agreement.
- (b) Lessee shall fail to comply with any material term or condition of this Lease Agreement other than the payment of any rent or other sum as described in subparagraphs (a) hereinabove. Lessor agrees to give Lessee notice of any such failure and a reasonable time to cure such failure, generally no less than thirty (30) days, before declaring Lessee in default under this Lease Agreement if such notice and reasonable time can be given without prejudice to the protection of Lessor's rights hereunder.

20. REMEDIES BY LESSOR

- (a) Should Lessee default under, or fail to perform, any provision of this Lease Agreement, Lessor may at its option do any one or more of the following, insofar as Texas law allows:
 - i. Terminate this Lease Agreement and Lessee shall immediately surrender the Leased Premises to Lessor. In the event Lessor elects to terminate this Lease Agreement, Lessee shall be liable to Lessor for all rentals and sums due for the remaining term of this Lease Agreement, all of which shall be immediately due and payable.
 - ii. Lessor may relet the Leased Premises or any part thereof for all or any part of the remainder of said term of this Lease Agreement to a part satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence secure. Lessee shall pay to Lessor upon demand all expense of reletting, and shall pay to Lessor upon demand the amount of the total projected deficiency for the remaining term of this Lease Agreement should the total rental provided for under the relet lease be less than the total rental Lessee was obligated to pay under this Lease Agreement.

iii. Lessor may enter the Leased Premises by any lawful means without being liable for prosecution or any claim for damages therefor and perform the obligations of Lessee under this Lease Agreement, and Lessee agrees to reimburse Lessor upon demand for any expenses incurred by Lessor in effecting compliance with Lessee's obligations.

(b) To the extent allowed by Texas law, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from Lessor's election of any of the foregoing remedies. All rights and remedies of Lessor under this Lease Agreement shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor may arise.

21. EXAMINATION NOT OPTION

Submission of this instrument for examination or signature by Lessee does not constitute a reservation of or option for lease and it is not effective as a lease or otherwise until execution and delivery by both Lessor and Lessee.

22. DAMAGE

Lessor shall not be responsible or liable to Lessee for any loss or damage which may be caused by or arising out of the acts or omissions of persons occupying other premises in the building, or, to the extent allowed by Texas law, for any loss or damage resulting to Lessee or Lessee's property from bursting, stoppage or leakage of water, gas, sewer or steam pipes.

23. REMEDIES BY LESSEE

In the event of any default by Lessor of any term or condition of this Lease Agreement, Lessee shall give written notice to Lessor of such default in reasonable detail and Lessor shall have thirty (30) days to commence to cure such default after receipt of written notice. If Lessor has not with reasonable diligence and good faith commenced to cure said default within said thirty (30) days, Lessee may at its option terminate this Lease Agreement.

24. WAIVER OF DEFAULT

No waiver of default of Lessee shall be implied, and no express waiver shall affect any default other than the default specified in such waiver and that only for the time and to the extent herein stated. The parties hereby agree that no action by Lessor pursuant to Paragraph 23, REMEDIES BY LESSOR, or any other paragraph of this Lease Agreement shall be deemed an acceptance by Lessor of Lessee's surrender of the Leased Premises, thereby relieving Lessee of any liability hereunder.

25. BINDING EFFECT

This Lease Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns, of the parties. Each person, corporation or other legal entity which is authorized by Lessee to conduct any business or other operations on the Leased Premises, either as a transferee, assignee, sublessee, licensee, invitee or otherwise, shall be liable for all of Lessee's obligations under this Lease Agreement and shall have assumed all such obligations by virtue of having conducted any business or other operations on the Leased Premises. Each of the persons executing this Lease Agreement on behalf of Lessee herein below is executing this Lease Agreement not only on behalf of the named Lessee but also on behalf of and as an authorized agent of any other person, corporation or other legal entity described in the preceding sentence.

26. (Intentionally Left Blank)

27. CONDEMNATION

If all or any substantial part of the Leased Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu thereof, Lessor shall give Lessee notice thereof and thereafter have the right, at its option, to terminate this Lease Agreement as of the date possession is taken hereunder. If the taking of a sufficient or a certain portion of the Leased Premises renders the balance of the Leased Premises inadequate for the operation of Lessee's business at the Leased Premises, Lessee shall have a right to terminate this Lease Agreement upon written notice to Lessor not later than thirty (30) days from the date such possession is to be taken, said termination to be effective as of the date possession is to be taken.

The entire compensation awarded to Lessor by reason of said eminent domain proceedings shall belong to Lessor without any deduction therefrom for any present or future estate or interest of Lessee.

In the event of a partial taking of the Leased Premises, if this Lease Agreement is not terminated, Lessor at its expense shall restore any damage to the Leased Premises as a result of the taking, and the rent and any other sums payable by Lessee to Lessor shall be reduced by the percentage that the area of the Leased Premises taken bears to the area of the entire Leased Premises prior to the taking.

28. USE OF LANGUAGE

Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural unless the context otherwise requires.

29. NOTICES

All provisions for notice of any kind under this Lease Agreement shall be deemed sufficient notice if: (a) such notice to Lessee is in writing addressed to Lessee's address indicated in the REFERENCE DATA, or the last known post office address of Lessee **and deposited in the United States mail by registered or certified mail, return receipt requested, with postage prepaid**, and (b) such notice to Lessor is in writing addressed to Lessor's address indicated in the REFERENCE DATA, Attention: Director of Economic Development, or at such other address as Lessor may notify Lessee in writing **and deposited in the United States mail by registered or certified mail, return receipt requested, with postage prepaid**.

Notice shall be deemed given when mailed in accordance with the provisions of this Lease Agreement.

30. CAPTIONS

The captions or headings of paragraphs in this Lease Agreement are inserted for convenience only and shall not be considered in construing the provisions hereof if any question of intent should arise.

31. REMOVAL OF EQUIPMENT AND FIXTURES

Lessee shall have the right to remove from the Leased Premises signs, shelving, and other fixtures and equipment which have been installed upon the Leased Premises by Lessee, provided that Lessee is not in default under any of the terms and conditions of this Lease Agreement, and that Lessee shall repair any damage caused by removal of its property so as to restore the Leased Premises in the same or similar condition as provided in Paragraph 10, ALTERATIONS, hereof. The foregoing notwithstanding, Lessee shall not have the right to remove from the Leased Premises any item or items built and/or purchased by Lessee in whole or in part with funds provided by Lessor whether such funds are provided as a finish-out allowance under this agreement or otherwise; interior

partitioning, wall coverings, floor and floor coverings, ceilings, lighting fixtures, heating and air conditioning and ventilating equipment and any other electrical, mechanical, plumbing or other similar items which would be used in the general occupancy of the Leased Premises; or any item or items used in lieu of permanent wall coverings, ceiling coverings and/or floor coverings, including, but not limited to, such items as wall cabinets or shelving which do not have built-in wall coverings behind them and built-in units which do not have permanent floor coverings below them.

32. FORCE MAJEURE

Neither party shall be required to perform any term, condition or covenant of this Lease Agreement so long as such performance is delayed or prevented by force majeure which shall mean acts of God, pandemics or local epidemics, strikes, lockouts, shortage of material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the party affected by the force majeure, and which, by the exercise of due diligence, that party is unable wholly or in part to prevent or overcome.

33. SIGNS

Lessee sign on exterior of building near entrance per SBDC cooperative agreement. See Special Provisions **Exhibit "B"**

34. ENTIRE AGREEMENT

This Lease Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the Leased Premises. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing dated subsequent to the date hereof and duly executed by the parties hereto. If Lessor is a partnership (general or limited) or corporation, no partner, director, officer, stockholder or other individual associated with said Lessor shall be personally liable for any of Lessor's obligations or covenants hereunder to the extent allowed by Texas law. Each Lessee signing this Lease Agreement, if more than one, is jointly and severally liable for all of Lessee's obligations under this Lease Agreement, insofar as Texas law allows.

(Execution page to follow)

NEITHER THE EXECUTION OF THIS CONTRACT BY LESSEE NOR ANY OTHER CONDUCT OF ITS REPRESENTATIVES RELATING TO THIS AGREEMENT SHALL BE CONSIDERED A WAIVER OF LESSEE'S SOVEREIGN IMMUNITY TO SUIT.

EXECUTED on the dates referenced below.

LESSOR:

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

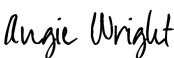
DocuSigned by:

By: _____
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Todd Kolls, President

Date: 7/20/2020 | 10:13 PM CDT

LESSEE:

ANGELO STATE UNIVERSITY, member
TEXAS TECH UNIVERSITY SYSTEM

DocuSigned by:

By: _____
90AFDF8B8404401...
Angie Wright, Interim President
angie.wright@angelo.edu

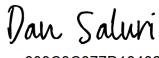
Date: 7/20/2020 | 1:00 PM CDT

APPROVED AS TO CONTENT

DocuSigned by:

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Guy Andrews, Economic Development Director

APPROVED AS TO FORM

DocuSigned by:

609C3C977D48482...
Dan T. Saluri, Deputy City Attorney

APPROVED FOR RISK

DocuSigned by:

BD36BAC4FF5480...
Charles Hagen

EXHIBIT "A"

LEGAL DESCRIPTION

Location of Leased Premises being that certain tract of land described in Warranty Deed recorded in Instrument Number 699748 Official Public Records of Tom Green County, Texas, also being 0.3407 acres (14,840 square feet) out of Acre Lots 15 and 16 of the Miles Addition to the City of San Angelo, and being 0.3111 acres (13,553 square feet) also being all of Lots 8 through 10 and the South 17.6 feet of Lot 11, W.C. Johnson's Subdivision of a part of Acre Lots 5 and 6, of the Miles Addition to the City of San Angelo, Tom Green County Texas.

Leased Premises: Suites 110.00 through 110.10.

EXHIBIT "B"

SPECIAL PROVISIONS

1. Lessee requires eight dedicated parking spaces for Lessee staff in lot owned by Lessor at corner of First Street and Chadbourne Street.
2. Lessee requires signage on front of building near the entrance per its cooperative agreement with lead SBDC center. Signage and installation of such was paid by Lessee. Signage is not more than ten (10) sq. ft. in size. Sign is in place.

**EXHIBIT “C”
MOU BUSINESS FACTORY**

**MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE CITY OF
SAN ANGELO DEVELOPMENT CORPORATION (COSADC), OPERATOR OF THE
BUSINESS RESOURCE CENTER (BRC), AND ANGELO STATE UNIVERSITY (ASU)
RELATING TO THE OPERATION OF THE BUSINESS FACTORY.**

WHEREAS, the City of San Angelo Development Corporation (COSADC) is a Texas non-profit development corporation organized pursuant to the Texas Development Corporation Act for purposes of promoting the development of new and expanding enterprises which create or retain jobs; and, the Business Factory (Business Incubator) is a program of COSADC, and,

WHEREAS, the Angelo State University (ASU), a member of the Texas Tech University System, is a state institution of higher education, and, the Small Business Development Center (SBDC) is a small business outreach and assistance program in the ASU Norris-Vincent College of Business.

WHEREAS, it is the intent of the parties that this MOU covering the same subject matter as the Lease Agreement entered into by and between the parties, to which this MOU is attached as Exhibit “C”, run concurrently with said Lease Agreement; and, that this MOU be automatically extended or terminated concurrently with any extension or termination of the Lease Agreement.

NOW, THEREFORE, the COSADC and ASU enter into the following Memorandum of Understanding (MOU) and agree as follows:

In regards to Business Factory program, COSADC will:

1. Continue to maintain contractual agreements with and provide requirements to incubator clients.
2. Continue to manage facility and responsibility for all repairs and maintenance.
3. Continue to maintain all service contracts for incubator amenities i.e. copier, Wi-Fi etc.
4. Continue to collect rent and service fees from incubator clients.
5. Reimburse SBDC for mutually agreed upon advertising expenses.

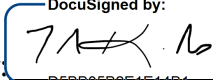
In regards to the Business Factory program, ASU SBDC will:

1. Assume responsibility for marketing the Business Factory as a partnership program between COSADC and ASU SBDC to secure incubator clients.
2. Assume responsibility for the recruitment of incubator clients.
3. Assume orientation of clients to business incubator and liaison with COSADC on requirements, policies, and responsibilities of clients in the business incubator.
4. Continue business development efforts with incubator clients with no-cost and confidential one –on-one business advising and no-cost to low-cost business training.
5. Assume responsibility of assisting incubator clients through the advisory panel reporting process.
6. Receive a rent reduction to \$10 annually for the length of the MOU/lease amendment.

7. Term of Agreement. The Initial Term of this agreement and any extensions or termination thereof shall automatically be concurrent with the Initial Term, any extensions thereof or termination of the Lease Agreement entered into by and between the parties to this MOU of even date hereof, to which this MOU is attached as **Exhibit "C"**.

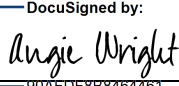
Notice. Any notice to be given hereunder by any Party(s) to the other Parties shall be in writing and comply with the notice provisions of the Lease Agreement entered into by and between the parties to this MOU of even date hereof, to which this MOU is attached as **Exhibit "C"** EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized officer as required by law, in multiple counterparts each of which shall be deemed to be an original, on the date specified.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

DocuSigned by:

By: B56B05B2E1E14B1...
Todd Kolls, President

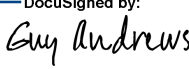
Date: 7/20/2020 | 10:13 PM CDT

ANGELO STATE UNIVERSITY, member
TEXAS TECH UNIVERSITY SYSTEM

DocuSigned by:

By: 90AFDF8B846461...
Angie Wright, Interim President
angie.wright@angelo.edu

Date: 7/20/2020 | 1:00 PM CDT

APPROVED AS TO CONTENT

DocuSigned by:

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Guy Andrews, Economic Development Director

APPROVED AS TO FORM

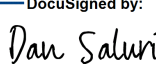
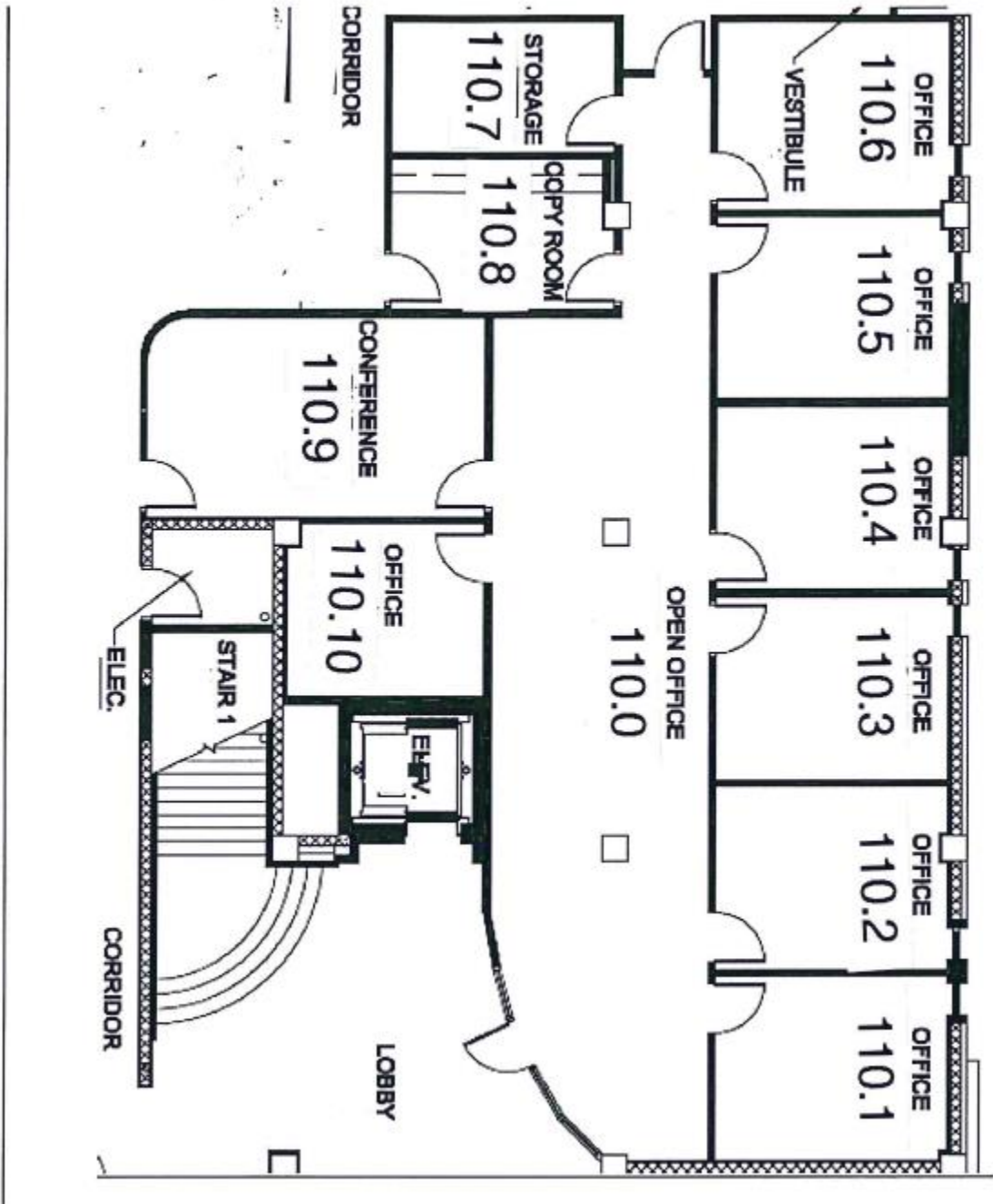
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Dan T. Saluri, Deputy City Attorney

EXHIBIT “D”
Floor Plan
Suites 110.0—110.10





TEXAS TECH UNIVERSITY SYSTEM Risk Management™

September 1, 2019

To Whom It May Concern:

Texas Tech University System (TTUS) and its components Texas Tech University System Administration, Texas Tech University, Texas Tech University Health Sciences Center, Texas Tech University Health Sciences Center-El Paso and Angelo State University as Texas state agencies are self-funded for Commercial General Liability and Workers' Compensation. Consequently we cannot provide certificates of insurance for these coverages.

TTUS participates in a formal self-funded workers' compensation program which meets state limits and is administered through the State Office of Risk Management pursuant to Chapter 412 of the Texas Labor Code. The coverage extends domestically and in foreign countries.

TTUS does not purchase commercial general liability or employer's liability insurance for its general operations. However, the Texas Tort Claims Act (the Act), Chapter 101 of the Texas Civil Practice and Remedies Code, does provide a limited waiver of the sovereign immunity that protects governmental units in Texas such as the institutions of Texas Tech University System. Thus, the Act may provide a remedy for claimants who make tort claims that fall under its provisions. Liability in cases of personal injury or death is limited to a maximum of \$250,000 per person and \$500,000 for each single occurrence. Maximum liability for injury to or destruction of property is \$100,000 for each single occurrence.

TTUS maintains a self-funded auto plan for all University owned, hired and non-owned vehicles with limits of at least \$250,000 per person and \$500,000 per accident for bodily injury and \$100,000 for property damage. These damage limits are set by the statute as discussed above.

Additionally, Texas Tech University, as a state institution of higher education, and thus a state agency, is precluded from granting full indemnity in an agreement with another entity. The preclusion has two bases, the first of which is the Texas Constitution. Article 3, Sections 50-52, of the constitution generally provide that the State has no power to give, lend, or pledge the credit of the State to any person, association, or corporation, or to make any grant of public moneys to any person, association, or corporation. The second basis for the preclusion is the doctrine of governmental immunity which, although abrogated in other states, continues to be the rule in Texas. The State cannot be sued in its courts without its (i.e., the State Legislature's) consent. Walsh v. University of Texas, 169 S.W.2d 993 (Tex. Civ. Apl. - El Paso 1942, writ ref'd). The exception to general governmental immunity in Texas is the Texas Tort Claims Act, cited above, which waives immunity in two general areas: (i) injuries arising out of use of publicly owned motor vehicles and motor-driven equipment, and (ii) injuries arising out of conditions or use of property. Texas Tech University's liability under the Act is limited as discussed previously.

If additional information is needed, do not hesitate to contact our office. If necessary TTUS attorneys can answer any legal questions concerning the Texas Tort Claims Act or other issues with legal implications.

Respectfully,

A handwritten signature in blue ink that reads "Steve Bryant".

Steve Bryant, CRM, ARM
Managing Director

Box 42003 | Lubbock, Texas 79409-2003

An EEO/Affirmative Action Institution

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Brian Dunn, Fire Chief, Fire Department, 325-657-4355

Meeting Date: August 4, 2020

Item type: Consent Item

Caption:

Consider awarding FD-01-20 EMS Billing & Collection Services to Emergicon, LLC and authorizing the City Manager to negotiate and execute all related documents (Brian Dunn)

Summary/History:

The EMS billing contract expires at the end of July and the Fire Department sent out an RFP for EMS billing vendors. There were 9 companies that responded to the RFP. The committee evaluated the proposals and graded them. The committee consisted of Chief Dunn, Chief Brody, Chief Fisher, Mason Matthews, and Tina Dierschke. The committee selected Emergicon of Forney, Texas based on the proposals submitted. This selection was unanimous.

This company will be responsible for billing EMS runs with insurance carriers, Medicare and Medicaid.

There are no local vendors that bid on this service and 3 of the 9 were located in the state of Texas.

Financial Impact:

The company charges 6 percent of net collections.

Other Information/Recommendation:

Approval of staff to negotiate and city manager to execute any documents.

Attachments:

- | | | |
|----|------------------------------------|---|
| 1. | FD-01-20 Acknowledgement Worksheet | FD-01-20 Acknowledgement Worksheets.pdf |
|----|------------------------------------|---|

Presentation:

Approvals/Reviews:

Brian Dunn	Created/Initiated
Brian Dunn	Approved
Nolan Sosa	Approved
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval



City of San Angelo
RFP Acknowledgement
FD-01-20 EMS Billing & Collections
May 5, 2020 at 2 p.m.

Proposals Received

1	Ambulance Medical Billing
2	Business and Professional Services
3	Change Health Care
4	Emergicon
5	EMS Management and Consultants
6	Image Trend
7	LifeQuest Services
8	Quick Med Claims
9	Zion

Sent To

1	Business and Professional Service
2	Inter Medix Corporation
3	Emergicon

No Bid Reply

1	n/a
2	n/a

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Dusty Hohensee, Traffic Operations Superintendent, Traffic Operations, 325-657-4377

Meeting Date: August 4, 2020

Item type: Consent Item

Caption:

Consider awarding the purchase of three Gridsmart Traffic Control Cameras to Texas Highway Products through Buyboard Contract #608-20 in the amount of \$49,815, budgeted for purchase in fiscal year 2020, and authorizing the City Manager to negotiate and execute all related documents (Dusty Hohensee)

Summary/History:

Traffic Operations is requesting approval for the purchase of 3 Gridsmart traffic detection cameras for \$49,815. Traffic detection cameras are used to identify vehicles and actuate traffic signals to change. Certain video detection cameras currently used will be discontinued at the end of 2020 and the remaining signals with loop detection is an antiquated technology. The selected cameras will reduce the amount of structures on our signalize intersections, improve safety during maintenance and repairs, and allow for enhanced data collection including traffic counts, pedestrian counts, and speed monitoring.

Financial Impact:

This project was originally submitted through a TIR for \$50,000 and approved in May 2019 to replace failed loop detection systems with video actuation. These funds were included in the November 19, 2019 budget amendment memo to council as a carryover request to FY 2020 and approved. This purchase will exhaust the remaining funds allocated for this project.

Other Information/Recommendation:

Staff recommends awarding the purchase to Texas Highway Products through Buyboard Contract #608-20.

Attachments:

1. TX Hwy TX Hwy.pdf

Presentation:

Approvals/Reviews:

Dusty Hohensee	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-2008486

DATE: 07/16/2020

ACCOUNT:
San Angelo, City of
1729 Saint Ann Street
San Angelo, TX 76905

PREPARED FOR:

PREPARED BY:
Xavier Martinez
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
GRIDSMART DETECTION	Best Way	FOB Destination		Net 30

ITEM #	PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	GRIDSMART SMK SERIES Single Camera / Dual Processor Fish-Eye Camera System	GRIDSMART SMK SERIES Single Camera / Dual Processor Fish-Eye Camera System	3	\$13,725.00	\$41,175.00
2	GS-3-SMK	Smart Mount kit-Camera,Junction Box,EPM,Ball,Knob,Ball/Body set screws; 10x3 pole assembly.	3		
3	GS-3-TS2	SDLC Cable	3		
4	GS-2-TS2-OPT	TS2 (SLDC) I/O Controller for GS2 Processor	3		
5	AS-3009-96-PNC	Astro-Brac Stellar Clamp Kit, 96" Galv Cable Mount, Alum	3		
6	GS-3-GS2 Processor	GRIDSMART GS2 Processor	3		
7	GS-3-FT-GS2	Metal footer for the processor.	3		
8	GS-3-PFM	Performance Module includes all the capabilities of the previous Counts and Realtime Data Modules, plus new aggregate reports and new performance-based reports.	3	\$2,880.00	\$8,640.00

Subtotal	\$49,815.00
Tax	\$0.00
Shipping	
ORDER TOTAL	\$49,815.00

Note: BUYBOARD PROPOSAL NO. 608-20, TRAFFIC CONTROL PRODUCTS, SUPPLIES AND EQUIPMENT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Alfonso Torres, Construction Manager, Fort Concho, 325-657-4210 ext 138

Meeting Date: August 4, 2020

Item type: Consent Item

Caption:

Consider approving the rehabilitation of fourteen structures at Fort Concho in the amount of \$619,352.56 with BasicIDIQ Inc. through BuyBoard Contract #520-16 and authorizing the City Manager to execute all related documents (Al Torres)

Summary/History:

This project is to rehabilitate fourteen (14) existing structures at the Fort Concho National Historic Landmark. The buildings at Fort Concho are all in need of maintenance including repairing/replacing windows, columns, fascia, and trim. All of the existing cupolas are in need of repair and/or replacing as well. The Fort Concho staff has not been able to address all of these issues over the year due to a continuing lack of manpower and resources. Council has directed though that this should be a priority and has allocated funds to contract out some of this work.

To date, three other buildings are being addressed or have been addressed, but we have only been able to attract smaller sized construction companies that can do one building at a time. We attempted to group several buildings together last year and were unable to get a successful bid. The Chapel building is complete, OQ6 is nearing completion, and OQ8 has been awarded.

In an effort to expedite the timeline of construction, we requested a quote from the Gordian Group. The Gordian Group is a buyboard listed company and contracts through local contractors to facilitate the work. In addition to providing a quote within the constraints of our budget, they can work on multiple buildings at a time and the time estimated for completion of all buildings is 8 months.

This quote is for \$619,352.56 and is fully funded in account 420-6308-800.07-30.

Financial Impact:

Funds allocated by Council on 9/17/19

State Office Fund Capital Account \$200,000

State Office Fund Balance \$150,000

HOT Fund \$150,000

Total funds for this \$619,352.56 quote are available in account 420-6308-800.07-30.

Other Information/Recommendation:

Attachments:

1. Updated Proposal 7/22/2020
2. A1

UpdatedProposal7222020.pdf
A1.pdf

Presentation:

Alfonso Torres

Approvals/Reviews:

Alfonso Torres
Carl White
Theresa James
Nolan Sosa
Tina Dierschke
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

COST BREAKDOWN BY BUILDING

Building	Cost
Barracks 1	\$ 58,509.67
Barracks 2	\$ 58,428.72
Barracks 5	\$ 56,111.78
Barracks 6	\$ 65,947.65
Commissary	\$ 26,592.31
Headquarters	\$ 49,185.64
Hospital	\$ 59,078.25
Officer's Quarters 2	\$ 32,633.62
Officer's Quarters 3	\$ 40,257.42
Officer's Quarters 4	\$ 36,767.15
Officer's Quarters 7	\$ 42,990.97
Officer's Quarters 8	\$ 26,582.46
Officer's Quarters 9	\$ 40,015.30
Quartermaster	\$ 26,251.62
Grand Total	\$ 619,352.56

Contractor Price Proposal Details - CSI

Date: 7/17/2020
Work Order #: 18-1370-COSA
Title: Ft Concho Face Lift Project
Contractor: EZIQC BuyBoard - Basic IDIQ Inc.
Contractor Number: 520-16 Area H - BDQ
Job Order Value: \$619,352.56

Proposal Name: Officer's Quarters 8
Proposal Value: \$26,582.46

CSI Number	Mod	UOM	Description	LineTotal
01 - General Requirements				
1	01 22 20 00-0006	HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,518.46
			Qty Unit Price Factor Total	
			Installation 38 X \$43.72 X 1.5159 \$2,518.46	
			Contractor Notes: labor for project	
2	01 22 20 00-0019	HR	Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,297.97
			Qty Unit Price Factor Total	
			Installation 28 X \$30.58 X 1.5159 \$1,297.97	
			Contractor Notes: painter	
3	01 22 23 00-0076	MO	33' Engine Powered, Scissor Platform Lift	\$1,334.66
			Qty Unit Price Factor Total	
			Installation 0.5 X \$1,760.88 X 1.5159 \$1,334.66	
			Contractor Notes: lift for reaching facia and 2nd story windows	
Subtotal for 01 - General Requirements:				\$5,151.09
06 - Wood, Plastic, and Composites				
4	06 01 20 91-0002	SF	Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood, filling or patching, stain or paint to match existing.	\$237.21
			Qty Unit Price Factor Total	
			Installation 48 X \$3.26 X 1.5159 \$237.21	
			Contractor Notes: repair work to doors	
5	06 46 13 00-0004	LF	2-1/2" Wide Pine Complete Door And Window Trim	\$147.35
			Qty Unit Price Factor Total	
			Installation 45 X \$2.16 X 1.5159 \$147.35	
			Contractor Notes: repair work to window sills	
6	06 46 29 00-0006	LF	1" x 12" Pine Fascia Board	\$1,171.49
			Qty Unit Price Factor Total	
			Installation 210 X \$3.68 X 1.5159 \$1,171.49	
			Contractor Notes: repair and replacement of damaged fascia	

CSI Number	Mod	UOM	Description	LineTotal
06 - Wood, Plastic, and Composites				
7	06 46 36 00-0670	LF	3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$693.83
			Qty Unit Price Factor Total	
			Installation 230 X \$1.99 X 1.5159 \$693.83	
			Contractor Notes: repair and replace window styles	
8	06 48 13 00-0004	EA	4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$954.88
			Qty Unit Price Factor Total	
			Installation 3 X \$209.97 X 1.5159 \$954.88	
			Contractor Notes: repairing door frames and trim	
Subtotal for 06 - Wood, Plastic, and Composites:				\$3,204.76
08 - Openings				
9	08 52 19 00-0158	SF	21 To 40 SF Architectural And Historic Reproduction Wood Window	\$14,581.75
			Qty Unit Price Factor Total	
			Installation 180 X \$53.44 X 1.5159 \$14,581.75	
			Contractor Notes: repair and replace damaged windows	
10	08 52 19 00-0161	SF	Remove And Reinstall Wood Windows And Frames	\$886.89
			Qty Unit Price Factor Total	
			Installation 42 X \$13.93 X 1.5159 \$886.89	
			Contractor Notes: repair and replace damaged window frames	
Subtotal for 08 - Openings:				\$15,468.64
09 - Finishes				
11	09 91 13 00-0221	LF	Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$48.81
			Qty Unit Price Factor Total	
			Installation 70 X \$0.46 X 1.5159 \$48.81	
			Contractor Notes: prime door frames	
12	09 91 13 00-0223	LF	Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$103.99
			Qty Unit Price Factor Total	
			Installation 70 X \$0.98 X 1.5159 \$103.99	
			Contractor Notes: paint door frames	
13	09 91 13 00-0247	EA	Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$98.18
			Qty Unit Price Factor Total	
			Installation 3 X \$21.59 X 1.5159 \$98.18	
			Contractor Notes: prime door faces	
14	09 91 13 00-0249	EA	Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$179.54
			Qty Unit Price Factor Total	
			Installation 3 X \$39.48 X 1.5159 \$179.54	
			Contractor Notes: paint door faces	

CSI Number	Mod	UOM	Description	LineTotal
09 - Finishes				
15	09 91 13 00-0277	EA	Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$1,436.56
			Qty Unit Price Factor Total	
			Installation 14 X \$67.69 X 1.5159 \$1,436.56	
			Contractor Notes: paint window trim	
16	09 91 13 00-0302	LF	Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$124.15
			Qty Unit Price Factor Total	
			Installation 210 X \$0.39 X 1.5159 \$124.15	
			Contractor Notes: prime fascia	
17	09 91 13 00-0304	LF	Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$216.47
			Qty Unit Price Factor Total	
			Installation 210 X \$0.68 X 1.5159 \$216.47	
			Contractor Notes: paint fascia	
18	09 91 43 00-0035	SF	Hand Scrape Wood Surface	\$43.52
			Qty Unit Price Factor Total	
			Installation 99 X \$0.29 X 1.5159 \$43.52	
			Contractor Notes: prep existing wood for paint	
19	09 91 43 00-0039	SF	Sanding Wood Trim	\$67.14
			Qty Unit Price Factor Total	
			Installation 103 X \$0.43 X 1.5159 \$67.14	
			Contractor Notes: prep existing wood for paint	
20	09 91 43 00-0052	SF	Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$439.61
			Qty Unit Price Factor Total	
			Installation 100 X \$2.90 X 1.5159 \$439.61	
			Contractor Notes: prep existing wood for paint	
Subtotal for 09 - Finishes:				\$2,757.97
Grand Total:				\$26,582.46

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00

**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$58,509.67
Proposal Name:	Barracks 1
Subtotal for Section-01:	\$3,631.01
Subtotal for Section-06:	\$26,112.80
Subtotal for Section-08:	\$11,988.68
Subtotal for Section-09:	\$16,777.18
Proposal Total	\$58,509.67

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$58,509.67
Proposal Name: Barracks 1

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,518.46
			Quantity	Unit Price	Factor
			38.00	\$43.72	1.5159
			x	x	=
					Total
					\$2,518.46
				Installation	
				labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,112.55
			Quantity	Unit Price	Factor
			24.00	\$30.58	1.5159
			x	x	=
					Total
					\$1,112.55
				Installation	
				painter	
Subtotal for Section-01:					\$3,631.01
Section-06					
3	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$21,744.07
			Quantity	Unit Price	Factor
			4,400.00	\$3.26	1.5159
			x	x	=
					Total
					\$21,744.07
				Installation	
				repair or replace columns	
4	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$248.85
			Quantity	Unit Price	Factor
			76.00	\$2.16	1.5159
			x	x	=
					Total
					\$248.85
				Installation	
				repair work to window sills	
5	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$2,454.55
			Quantity	Unit Price	Factor
			440.00	\$3.68	1.5159
			x	x	=
					Total
					\$2,454.55
				Installation	
				repair and replacement of damaged fascia	
6	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$392.16
			Quantity	Unit Price	Factor
			130.00	\$1.99	1.5159
			x	x	=
					Total
					\$392.16
				Installation	
				repair and replace window styles	
7	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$1,273.17
			Quantity	Unit Price	Factor
			4.00	\$209.97	1.5159
			x	x	=
					Total
					\$1,273.17
				Installation	
				repairing door frames and trim	
Subtotal for Section-06:					\$26,112.80
Section-08					

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-08					
8	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$11,017.32
			Quantity	Unit Price	Factor
		Installation	136.00 x	\$53.44 x	1.5159 =
					Total
					\$11,017.32
				repair and replace damaged windows	
9	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$971.36
			Quantity	Unit Price	Factor
		Installation	46.00 x	\$13.93 x	1.5159 =
					Total
					\$971.36
				repair and replace damaged window frames	
Subtotal for Section-08:					\$11,988.68
Section-09					
10	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$80.19
			Quantity	Unit Price	Factor
		Installation	115.00 x	\$0.46 x	1.5159 =
					Total
					\$80.19
				prime door frames	
11	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$170.84
			Quantity	Unit Price	Factor
		Installation	115.00 x	\$0.98 x	1.5159 =
					Total
					\$170.84
				paint door frames	
12	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$196.37
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$21.59 x	1.5159 =
					Total
					\$196.37
				prime door faces	
13	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$359.09
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$39.48 x	1.5159 =
					Total
					\$359.09
				paint door faces	
14	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$1,026.11
			Quantity	Unit Price	Factor
		Installation	10.00 x	\$67.69 x	1.5159 =
					Total
					\$1,026.11
				paint window trim	
15	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$342.90
			Quantity	Unit Price	Factor
		Installation	580.00 x	\$0.39 x	1.5159 =
					Total
					\$342.90
				prime fascia	
16	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$597.87
			Quantity	Unit Price	Factor
		Installation	580.00 x	\$0.68 x	1.5159 =
					Total
					\$597.87
				paint fascia	
17	09 91 13 00-0465	SF		Paint Exterior Wood Trim, 1 Coat Primer, Brush Work	\$4,402.17
			Quantity	Unit Price	Factor
		Installation	4,400.00 x	\$0.66 x	1.5159 =
					Total
					\$4,402.17
				prime columns	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
18	09 91 13 00-0467	SF		Paint Exterior Wood Trim, 2 Coats Paint, Brush Work	\$8,804.35
			Quantity	Unit Price	Factor
		Installation	4,400.00 x	\$1.32 x	1.5159 =
		paint columns			Total \$8,804.35
19	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$41.76
			Quantity	Unit Price	Factor
		Installation	95.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$41.76
20	09 91 43 00-0039	SF		Sanding Wood Trim	\$52.15
			Quantity	Unit Price	Factor
		Installation	80.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$52.15
21	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$703.38
			Quantity	Unit Price	Factor
		Installation	160.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$703.38
Subtotal for Section-09:					\$16,777.18
Proposal Total					\$58,509.67

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$58,428.72
Proposal Name:	Barracks 2
Subtotal for Section-01:	\$4,584.93
Subtotal for Section-06:	\$26,095.74
Subtotal for Section-08:	\$10,970.87
Subtotal for Section-09:	\$16,777.18
Proposal Total	\$58,428.72

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$58,428.72
Proposal Name: Barracks 2

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,916.11
			Quantity	Unit Price	Factor
			44.00 x	\$43.72 x	1.5159 =
			Installation		Total
					\$2,916.11
				labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,668.82
			Quantity	Unit Price	Factor
			36.00 x	\$30.58 x	1.5159 =
			Installation		Total
					\$1,668.82
				painter	
Subtotal for Section-01:					\$4,584.93
Section-06					
3	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$21,744.07
			Quantity	Unit Price	Factor
			4,400.00 x	\$3.26 x	1.5159 =
			Installation		Total
					\$21,744.07
				repair or replace columns	
4	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$261.95
			Quantity	Unit Price	Factor
			80.00 x	\$2.16 x	1.5159 =
			Installation		Total
					\$261.95
				repair work to window sills	
5	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$2,454.55
			Quantity	Unit Price	Factor
			440.00 x	\$3.68 x	1.5159 =
			Installation		Total
					\$2,454.55
				repair and replacement of damaged fascia	
6	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$362.00
			Quantity	Unit Price	Factor
			120.00 x	\$1.99 x	1.5159 =
			Installation		Total
					\$362.00
				repair and replace window styles	
7	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$1,273.17
			Quantity	Unit Price	Factor
			4.00 x	\$209.97 x	1.5159 =
			Installation		Total
					\$1,273.17
				repairing door frames and trim	
Subtotal for Section-06:					\$26,095.74
Section-08					

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-08					
8	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$10,126.21
			Quantity	Unit Price	Factor
			Installation 125.00 x	\$53.44 x	1.5159 =
			repair and replace damaged windows		Total \$10,126.21
9	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$844.66
			Quantity	Unit Price	Factor
			Installation 40.00 x	\$13.93 x	1.5159 =
			repair and replace damaged window frames		Total \$844.66
Subtotal for Section-08:					\$10,970.87
Section-09					
10	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$80.19
			Quantity	Unit Price	Factor
			Installation 115.00 x	\$0.46 x	1.5159 =
			prime door frames		Total \$80.19
11	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$170.84
			Quantity	Unit Price	Factor
			Installation 115.00 x	\$0.98 x	1.5159 =
			paint door frames		Total \$170.84
12	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$196.37
			Quantity	Unit Price	Factor
			Installation 6.00 x	\$21.59 x	1.5159 =
			prime door faces		Total \$196.37
13	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$359.09
			Quantity	Unit Price	Factor
			Installation 6.00 x	\$39.48 x	1.5159 =
			paint door faces		Total \$359.09
14	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$1,026.11
			Quantity	Unit Price	Factor
			Installation 10.00 x	\$67.69 x	1.5159 =
			paint window trim		Total \$1,026.11
15	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$342.90
			Quantity	Unit Price	Factor
			Installation 580.00 x	\$0.39 x	1.5159 =
			prime fascia		Total \$342.90
16	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$597.87
			Quantity	Unit Price	Factor
			Installation 580.00 x	\$0.68 x	1.5159 =
			paint fascia		Total \$597.87
17	09 91 13 00-0465	SF		Paint Exterior Wood Trim, 1 Coat Primer, Brush Work	\$4,402.17
			Quantity	Unit Price	Factor
			Installation 4,400.00 x	\$0.66 x	1.5159 =
			prime columns		Total \$4,402.17

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
18	09 91 13 00-0467	SF		Paint Exterior Wood Trim, 2 Coats Paint, Brush Work	\$8,804.35
			Quantity	Unit Price	Factor
		Installation	4,400.00 x	\$1.32 x	1.5159 =
		paint columns			Total \$8,804.35
19	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$41.76
			Quantity	Unit Price	Factor
		Installation	95.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$41.76
20	09 91 43 00-0039	SF		Sanding Wood Trim	\$52.15
			Quantity	Unit Price	Factor
		Installation	80.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$52.15
21	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$703.38
			Quantity	Unit Price	Factor
		Installation	160.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$703.38
Subtotal for Section-09:					\$16,777.18
Proposal Total					\$58,428.72

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$56,111.78
Proposal Name:	Barracks 5
Subtotal for Section-01:	\$4,584.93
Subtotal for Section-06:	\$25,440.69
Subtotal for Section-08:	\$9,797.96
Subtotal for Section-09:	\$16,288.20
Proposal Total	\$56,111.78

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$56,111.78
Proposal Name: Barracks 5

Record	Section - Item	Modiufier	UOM	Description	Line Total
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Section-01

1	01 22 20 00-0006	HR	Carpenter	For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,916.11	
			Quantity	Unit Price	Factor	Total
		Installation	44.00	\$43.72	1.5159 =	\$2,916.11
			x	x		
		labor for project				
2	01 22 20 00-0019	HR	Painter, Ordinary	For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,668.82	
			Quantity	Unit Price	Factor	Total
		Installation	36.00	\$30.58	1.5159 =	\$1,668.82
			x	x		
		painter				

Subtotal for Section-01: **\$4,584.93**

Section-06

3	06 01 20 91-0002	SF	Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.					\$21,249.89
			Quantity		Unit Price		Factor	Total
		Installation	4,300.00	x	\$3.26	x	1.5159 =	\$21,249.89
		repair or replace columns						
4	06 46 13 00-0004	LF	2-1/2" Wide Pine Complete Door And Window Trim					\$248.85
			Quantity		Unit Price		Factor	Total
		Installation	76.00	x	\$2.16	x	1.5159 =	\$248.85
		repair work to window sills						
5	06 46 29 00-0006	LF	1" x 12" Pine Fascia Board					\$2,342.98
			Quantity		Unit Price		Factor	Total
		Installation	420.00	x	\$3.68	x	1.5159 =	\$2,342.98
		repair and replacement of damaged fascia						
6	06 46 36 00-0670	LF	3/4" x 1-1/2" Custom Shaped "C" Y Pine					\$325.80
			Quantity		Unit Price		Factor	Total
		Installation	108.00	x	\$1.99	x	1.5159 =	\$325.80
		repair and replace window styles						
7	06 48 13 00-0004	EA	4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim					\$1,273.17
			Quantity		Unit Price		Factor	Total
		Installation	4.00	x	\$209.97	x	1.5159 =	\$1,273.17
		repairing door frames and trim						

Subtotal for Section-06: **\$25,440.69**

Section-08

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-08					
8	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$8,911.07
			Quantity	Unit Price	Factor
			Installation 110.00 x	\$53.44 x	1.5159 =
			repair and replace damaged windows		Total \$8,911.07
9	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$886.89
			Quantity	Unit Price	Factor
			Installation 42.00 x	\$13.93 x	1.5159 =
			repair and replace damaged window frames		Total \$886.89
Subtotal for Section-08:					\$9,797.96
Section-09					
10	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$76.70
			Quantity	Unit Price	Factor
			Installation 110.00 x	\$0.46 x	1.5159 =
			prime door frames		Total \$76.70
11	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$178.27
			Quantity	Unit Price	Factor
			Installation 120.00 x	\$0.98 x	1.5159 =
			paint door frames		Total \$178.27
12	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$196.37
			Quantity	Unit Price	Factor
			Installation 6.00 x	\$21.59 x	1.5159 =
			prime door faces		Total \$196.37
13	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$359.09
			Quantity	Unit Price	Factor
			Installation 6.00 x	\$39.48 x	1.5159 =
			paint door faces		Total \$359.09
14	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$1,026.11
			Quantity	Unit Price	Factor
			Installation 10.00 x	\$67.69 x	1.5159 =
			paint window trim		Total \$1,026.11
15	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$248.30
			Quantity	Unit Price	Factor
			Installation 420.00 x	\$0.39 x	1.5159 =
			prime fascia		Total \$248.30
16	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$432.94
			Quantity	Unit Price	Factor
			Installation 420.00 x	\$0.68 x	1.5159 =
			paint fascia		Total \$432.94
17	09 91 13 00-0465	SF		Paint Exterior Wood Trim, 1 Coat Primer, Brush Work	\$4,302.12
			Quantity	Unit Price	Factor
			Installation 4,300.00 x	\$0.66 x	1.5159 =
			prime columns		Total \$4,302.12

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
18	09 91 13 00-0467	SF		Paint Exterior Wood Trim, 2 Coats Paint, Brush Work	\$8,604.25
			Quantity	Unit Price	Factor
		Installation	4,300.00 x	\$1.32 x	1.5159 =
		paint columns			Total \$8,604.25
19	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$59.35
			Quantity	Unit Price	Factor
		Installation	135.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$59.35
20	09 91 43 00-0039	SF		Sanding Wood Trim	\$57.36
			Quantity	Unit Price	Factor
		Installation	88.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$57.36
21	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$747.34
			Quantity	Unit Price	Factor
		Installation	170.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$747.34
Subtotal for Section-09:					\$16,288.20
Proposal Total					\$56,111.78

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**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$65,947.65
Proposal Name:	Barracks 6
Subtotal for Section-01:	\$6,727.93
Subtotal for Section-06:	\$29,419.31
Subtotal for Section-08:	\$10,671.40
Subtotal for Section-09:	\$19,129.01
Proposal Total	\$65,947.65

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$65,947.65
Proposal Name: Barracks 6

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,446.31
			Quantity	Unit Price	Factor
			52.00 x	\$43.72 x	1.5159 =
					Total
					\$3,446.31
				Installation labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,946.96
			Quantity	Unit Price	Factor
			42.00 x	\$30.58 x	1.5159 =
					Total
					\$1,946.96
				Installation painter	
3	01 22 23 00-0076	MO		33' Engine Powered, Scissor Platform Lift	\$1,334.66
			Quantity	Unit Price	Factor
			0.50 x	\$1,760.88 x	1.5159 =
					Total
					\$1,334.66
				Installation lift for reaching facia and dormer	
Subtotal for Section-01:					\$6,727.93

Section-06					
4	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$25,203.35
			Quantity	Unit Price	Factor
			5,100.00 x	\$3.26 x	1.5159 =
					Total
					\$25,203.35
				Installation repair or replace columns	
5	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$261.95
			Quantity	Unit Price	Factor
			80.00 x	\$2.16 x	1.5159 =
					Total
					\$261.95
				Installation repair work to window sills	
6	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$2,342.98
			Quantity	Unit Price	Factor
			420.00 x	\$3.68 x	1.5159 =
					Total
					\$2,342.98
				Installation repair and replacement of damaged fascia	
7	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$337.86
			Quantity	Unit Price	Factor
			112.00 x	\$1.99 x	1.5159 =
					Total
					\$337.86
				Installation repair and replace window styles	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-06					
8	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$1,273.17
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$209.97 x	1.5159 =
					Total
				repairing door frames and trim	\$1,273.17
Subtotal for Section-06:					\$29,419.31
Section-08					
9	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$9,721.16
			Quantity	Unit Price	Factor
		Installation	120.00 x	\$53.44 x	1.5159 =
					Total
				repair and replace damaged windows	\$9,721.16
10	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$950.24
			Quantity	Unit Price	Factor
		Installation	45.00 x	\$13.93 x	1.5159 =
					Total
				repair and replace damaged window frames	\$950.24
Subtotal for Section-08:					\$10,671.40
Section-09					
11	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$76.70
			Quantity	Unit Price	Factor
		Installation	110.00 x	\$0.46 x	1.5159 =
					Total
				prime door frames	\$76.70
12	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$178.27
			Quantity	Unit Price	Factor
		Installation	120.00 x	\$0.98 x	1.5159 =
					Total
				paint door frames	\$178.27
13	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$196.37
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$21.59 x	1.5159 =
					Total
				prime door faces	\$196.37
14	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$359.09
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$39.48 x	1.5159 =
					Total
				paint door faces	\$359.09
15	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$1,026.11
			Quantity	Unit Price	Factor
		Installation	10.00 x	\$67.69 x	1.5159 =
					Total
				paint window trim	\$1,026.11
16	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$425.66
			Quantity	Unit Price	Factor
		Installation	720.00 x	\$0.39 x	1.5159 =
					Total
				prime fascia	\$425.66

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
17	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$742.18
			Quantity	Unit Price	Factor
		Installation	720.00 x	\$0.68 x	1.5159 =
		paint fascia			Total \$742.18
18	09 91 13 00-0465	SF		Paint Exterior Wood Trim, 1 Coat Primer, Brush Work	\$5,102.52
			Quantity	Unit Price	Factor
		Installation	5,100.00 x	\$0.66 x	1.5159 =
		prime columns			Total \$5,102.52
19	09 91 13 00-0467	SF		Paint Exterior Wood Trim, 2 Coats Paint, Brush Work	\$10,205.04
			Quantity	Unit Price	Factor
		Installation	5,100.00 x	\$1.32 x	1.5159 =
		paint columns			Total \$10,205.04
20	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$52.75
			Quantity	Unit Price	Factor
		Installation	120.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$52.75
21	09 91 43 00-0039	SF		Sanding Wood Trim	\$52.15
			Quantity	Unit Price	Factor
		Installation	80.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$52.15
22	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$712.17
			Quantity	Unit Price	Factor
		Installation	162.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$712.17
Subtotal for Section-09:					\$19,129.01
Proposal Total					\$65,947.65

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$26,592.31
Proposal Name:	Ft Concho Face Lift Project Commissary
Subtotal for Section-01:	\$5,734.17
Subtotal for Section-06:	\$5,596.00
Subtotal for Section-08:	\$12,699.73
Subtotal for Section-09:	\$2,562.41
Proposal Total	\$26,592.31

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.



Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$26,592.31
Proposal Name: Ft Concho Face Lift Project Commissary

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,916.11
			Quantity	Unit Price	Factor
			44.00 x	\$43.72 x	1.5159 =
			Installation		Total
					\$2,916.11
				labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,483.40
			Quantity	Unit Price	Factor
			32.00 x	\$30.58 x	1.5159 =
			Installation		Total
					\$1,483.40
				painter	
3	01 22 23 00-0076	MO		33' Engine Powered, Scissor Platform Lift	\$1,334.66
			Quantity	Unit Price	Factor
			0.50 x	\$1,760.88 x	1.5159 =
			Installation		Total
					\$1,334.66
				lift for reaching facia and 2nd story windows	
Subtotal for Section-01:					\$5,734.17
Section-06					
4	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$1,087.20
			Quantity	Unit Price	Factor
			220.00 x	\$3.26 x	1.5159 =
			Installation		Total
					\$1,087.20
				repair work to doors	
5	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$222.66
			Quantity	Unit Price	Factor
			68.00 x	\$2.16 x	1.5159 =
			Installation		Total
					\$222.66
				repair work to window sills	
6	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$1,785.12
			Quantity	Unit Price	Factor
			320.00 x	\$3.68 x	1.5159 =
			Installation		Total
					\$1,785.12
				repair and replacement of damaged fascia	
7	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$591.26
			Quantity	Unit Price	Factor
			196.00 x	\$1.99 x	1.5159 =
			Installation		Total
					\$591.26
				repair and replace window styles	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-06					
8	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$1,909.76
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$209.97 x	1.5159 =
					Total
				repairing door frames and trim	\$1,909.76
Subtotal for Section-06:					\$5,596.00
Section-08					
9	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$11,179.34
			Quantity	Unit Price	Factor
		Installation	138.00 x	\$53.44 x	1.5159 =
					Total
				repair and replace damaged windows	\$11,179.34
10	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$1,520.39
			Quantity	Unit Price	Factor
		Installation	72.00 x	\$13.93 x	1.5159 =
					Total
				repair and replace damaged window frames	\$1,520.39
Subtotal for Section-08:					\$12,699.73
Section-09					
11	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$55.79
			Quantity	Unit Price	Factor
		Installation	80.00 x	\$0.46 x	1.5159 =
					Total
				prime door frames	\$55.79
12	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$118.85
			Quantity	Unit Price	Factor
		Installation	80.00 x	\$0.98 x	1.5159 =
					Total
				paint door frames	\$118.85
13	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$196.37
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$21.59 x	1.5159 =
					Total
				prime door faces	\$196.37
14	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$359.09
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$39.48 x	1.5159 =
					Total
				paint door faces	\$359.09
15	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$718.28
			Quantity	Unit Price	Factor
		Installation	7.00 x	\$67.69 x	1.5159 =
					Total
				paint window trim	\$718.28
16	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$189.18
			Quantity	Unit Price	Factor
		Installation	320.00 x	\$0.39 x	1.5159 =
					Total
				prime fascia	\$189.18

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
17	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$329.86
			Quantity	Unit Price	Factor
		Installation	320.00 x	\$0.68 x	1.5159 =
		paint fascia			Total \$329.86
18	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$52.75
			Quantity	Unit Price	Factor
		Installation	120.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$52.75
19	09 91 43 00-0039	SF		Sanding Wood Trim	\$58.67
			Quantity	Unit Price	Factor
		Installation	90.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$58.67
20	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$483.57
			Quantity	Unit Price	Factor
		Installation	110.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$483.57
Subtotal for Section-09:					\$2,562.41
Proposal Total					\$26,592.31

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$59,078.25
Proposal Name:	Ft Concho Hospital
Subtotal for Section-01:	\$11,663.64
Subtotal for Section-06:	\$12,403.90
Subtotal for Section-08:	\$26,692.91
Subtotal for Section-09:	\$8,317.80
Proposal Total	\$59,078.25

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$59,078.25
Proposal Name: Ft Concho Hospital

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,434.56
			Quantity	Unit Price	Factor
			82.00	\$43.72	1.5159
			x	x	=
					Total
					\$5,434.56
				Installation	
				labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,225.10
			Quantity	Unit Price	Factor
			48.00	\$30.58	1.5159
			x	x	=
					Total
					\$2,225.10
				Installation	
				painter	
3	01 22 23 00-0076	MO		33' Engine Powered, Scissor Platform Lift	\$4,003.98
			Quantity	Unit Price	Factor
			1.50	\$1,760.88	1.5159
			x	x	=
					Total
					\$4,003.98
				Installation	
				lift for reaching facia and 2nd story windows	
Subtotal for Section-01:					\$11,663.64
Section-06					
4	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$3,884.28
			Quantity	Unit Price	Factor
			786.00	\$3.26	1.5159
			x	x	=
					Total
					\$3,884.28
				Installation	
				repair work to doors, columns and dormers	
5	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$314.34
			Quantity	Unit Price	Factor
			96.00	\$2.16	1.5159
			x	x	=
					Total
					\$314.34
				Installation	
				repair work to window sills	
6	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$4,407.02
			Quantity	Unit Price	Factor
			790.00	\$3.68	1.5159
			x	x	=
					Total
					\$4,407.02
				Installation	
				repair and replacement of damaged fascia	
7	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$1,251.91
			Quantity	Unit Price	Factor
			415.00	\$1.99	1.5159
			x	x	=
					Total
					\$1,251.91
				Installation	
				repair and replace window styles	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-06					
8	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$2,546.35
			Quantity	Unit Price	Factor
		Installation	8.00 x	\$209.97 x	1.5159 =
					Total
				repairing door frames and trim	\$2,546.35
Subtotal for Section-06:					\$12,403.90
Section-08					
9	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$24,707.96
			Quantity	Unit Price	Factor
		Installation	305.00 x	\$53.44 x	1.5159 =
					Total
				repair and replace damaged windows	\$24,707.96
10	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$1,984.95
			Quantity	Unit Price	Factor
		Installation	94.00 x	\$13.93 x	1.5159 =
					Total
				repair and replace damaged window frames	\$1,984.95
Subtotal for Section-08:					\$26,692.91
Section-09					
11	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$111.57
			Quantity	Unit Price	Factor
		Installation	160.00 x	\$0.46 x	1.5159 =
					Total
				prime door frames	\$111.57
12	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$237.69
			Quantity	Unit Price	Factor
		Installation	160.00 x	\$0.98 x	1.5159 =
					Total
				paint door frames	\$237.69
13	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$261.83
			Quantity	Unit Price	Factor
		Installation	8.00 x	\$21.59 x	1.5159 =
					Total
				prime door faces	\$261.83
14	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$478.78
			Quantity	Unit Price	Factor
		Installation	8.00 x	\$39.48 x	1.5159 =
					Total
				paint door faces	\$478.78
15	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$3,283.56
			Quantity	Unit Price	Factor
		Installation	32.00 x	\$67.69 x	1.5159 =
					Total
				paint window trim	\$3,283.56
16	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$425.66
			Quantity	Unit Price	Factor
		Installation	720.00 x	\$0.39 x	1.5159 =
					Total
				prime fascia	\$425.66

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
17	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$742.18
			Quantity	Unit Price	Factor
		Installation	720.00 x	\$0.68 x	1.5159 =
		paint facia			Total \$742.18
18	09 91 13 00-0465	SF		Paint Exterior Wood Trim, 1 Coat Primer, Brush Work	\$620.31
			Quantity	Unit Price	Factor
		Installation	620.00 x	\$0.66 x	1.5159 =
		primer for columns			Total \$620.31
19	09 91 13 00-0467	SF		Paint Exterior Wood Trim, 2 Coats Paint, Brush Work	\$1,240.61
			Quantity	Unit Price	Factor
		Installation	620.00 x	\$1.32 x	1.5159 =
		paint for columns			Total \$1,240.61
20	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$61.55
			Quantity	Unit Price	Factor
		Installation	140.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$61.55
21	09 91 43 00-0039	SF		Sanding Wood Trim	\$84.74
			Quantity	Unit Price	Factor
		Installation	130.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$84.74
22	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$769.32
			Quantity	Unit Price	Factor
		Installation	175.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$769.32
Subtotal for Section-09:					\$8,317.80
Proposal Total					\$59,078.25

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$49,185.64
Proposal Name:	Ft Concho HQ
Subtotal for Section-01:	\$8,672.47
Subtotal for Section-06:	\$6,827.64
Subtotal for Section-08:	\$28,658.64
Subtotal for Section-09:	\$5,026.89
Proposal Total	\$49,185.64

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$49,185.64
Proposal Name: Ft Concho HQ

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,241.61
			Quantity	Unit Price	Factor
			64.00 x	\$43.72 x	1.5159 =
					Total
					\$4,241.61
				Installation labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,761.54
			Quantity	Unit Price	Factor
			38.00 x	\$30.58 x	1.5159 =
					Total
					\$1,761.54
				Installation painter	
3	01 22 23 00-0076	MO		33' Engine Powered, Scissor Platform Lift	\$2,669.32
			Quantity	Unit Price	Factor
			1.00 x	\$1,760.88 x	1.5159 =
					Total
					\$2,669.32
				Installation lift for reaching facia and 2nd story windows	
Subtotal for Section-01:					\$8,672.47

Section-06					
4	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$296.51
			Quantity	Unit Price	Factor
			60.00 x	\$3.26 x	1.5159 =
					Total
					\$296.51
				Installation repair work to doors	
5	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$235.75
			Quantity	Unit Price	Factor
			72.00 x	\$2.16 x	1.5159 =
					Total
					\$235.75
				Installation repair work to window sills	
6	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$3,263.43
			Quantity	Unit Price	Factor
			585.00 x	\$3.68 x	1.5159 =
					Total
					\$3,263.43
				Installation repair and replacement of damaged fascia	
7	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$1,122.19
			Quantity	Unit Price	Factor
			372.00 x	\$1.99 x	1.5159 =
					Total
					\$1,122.19
				Installation repair and replace window styles	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-06					
8	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$1,909.76
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$209.97 x	1.5159 =
					Total
				repairing door frames and trim	\$1,909.76
Subtotal for Section-06:					\$6,827.64
Section-08					
9	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$27,138.25
			Quantity	Unit Price	Factor
		Installation	335.00 x	\$53.44 x	1.5159 =
					Total
				repair and replace damaged windows	\$27,138.25
10	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$1,520.39
			Quantity	Unit Price	Factor
		Installation	72.00 x	\$13.93 x	1.5159 =
					Total
				repair and replace damaged window frames	\$1,520.39
Subtotal for Section-08:					\$28,658.64
Section-09					
11	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$83.68
			Quantity	Unit Price	Factor
		Installation	120.00 x	\$0.46 x	1.5159 =
					Total
				prime door frames	\$83.68
12	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$178.27
			Quantity	Unit Price	Factor
		Installation	120.00 x	\$0.98 x	1.5159 =
					Total
				paint door frames	\$178.27
13	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$196.37
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$21.59 x	1.5159 =
					Total
				prime door faces	\$196.37
14	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$359.09
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$39.48 x	1.5159 =
					Total
				paint door faces	\$359.09
15	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$2,257.45
			Quantity	Unit Price	Factor
		Installation	22.00 x	\$67.69 x	1.5159 =
					Total
				paint window trim	\$2,257.45
16	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$345.85
			Quantity	Unit Price	Factor
		Installation	585.00 x	\$0.39 x	1.5159 =
					Total
				prime fascia	\$345.85



Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
17	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$603.03
		Installation	Quantity 585.00 x	Unit Price \$0.68 x	Factor 1.5159 =
		paint fascia			Total \$603.03
18	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$72.54
		Installation	Quantity 165.00 x	Unit Price \$0.29 x	Factor 1.5159 =
		prep existing wood for paint			Total \$72.54
19	09 91 43 00-0039	SF		Sanding Wood Trim	\$117.33
		Installation	Quantity 180.00 x	Unit Price \$0.43 x	Factor 1.5159 =
		prep existing wood for paint			Total \$117.33
20	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$813.28
		Installation	Quantity 185.00 x	Unit Price \$2.90 x	Factor 1.5159 =
		prep existing wood for paint			Total \$813.28
Subtotal for Section-09:					\$5,026.89
Proposal Total					\$49,185.64

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**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$40,257.42
Proposal Name:	Officer's Quarters 3
Subtotal for Section-01:	\$8,500.08
Subtotal for Section-06:	\$4,540.99
Subtotal for Section-08:	\$23,773.10
Subtotal for Section-09:	\$3,443.25
Proposal Total	\$40,257.42

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Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$40,257.42
Proposal Name: Officer's Quarters 3

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,976.51
			Quantity	Unit Price	Factor
			60.00	\$43.72	1.5159
			x	x	=
					Total
					\$3,976.51
				Installation	
				labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,854.25
			Quantity	Unit Price	Factor
			40.00	\$30.58	1.5159
			x	x	=
					Total
					\$1,854.25
				Installation	
				painter	
3	01 22 23 00-0076	MO		33' Engine Powered, Scissor Platform Lift	\$2,669.32
			Quantity	Unit Price	Factor
			1.00	\$1,760.88	1.5159
			x	x	=
					Total
					\$2,669.32
				Installation	
				lift for reaching facia and 2nd story windows	
Subtotal for Section-01:					\$8,500.08
Section-06					
4	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$321.22
			Quantity	Unit Price	Factor
			65.00	\$3.26	1.5159
			x	x	=
					Total
					\$321.22
				Installation	
				repair work to doors	
5	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$229.20
			Quantity	Unit Price	Factor
			70.00	\$2.16	1.5159
			x	x	=
					Total
					\$229.20
				Installation	
				repair work to window sills	
6	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$1,450.41
			Quantity	Unit Price	Factor
			260.00	\$3.68	1.5159
			x	x	=
					Total
					\$1,450.41
				Installation	
				repair and replacement of damaged fascia	
7	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$1,266.99
			Quantity	Unit Price	Factor
			420.00	\$1.99	1.5159
			x	x	=
					Total
					\$1,266.99
				Installation	
				repair and replace window styles	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-06					
8	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$1,273.17
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$209.97 x	1.5159 =
					Total
				repairing door frames and trim	\$1,273.17
Subtotal for Section-06:					\$4,540.99
Section-08					
9	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$21,872.62
			Quantity	Unit Price	Factor
		Installation	270.00 x	\$53.44 x	1.5159 =
					Total
				repair and replace damaged windows	\$21,872.62
10	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$1,900.48
			Quantity	Unit Price	Factor
		Installation	90.00 x	\$13.93 x	1.5159 =
					Total
				repair and replace damaged window frames	\$1,900.48
Subtotal for Section-08:					\$23,773.10
Section-09					
11	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$48.81
			Quantity	Unit Price	Factor
		Installation	70.00 x	\$0.46 x	1.5159 =
					Total
				prime door frames	\$48.81
12	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$103.99
			Quantity	Unit Price	Factor
		Installation	70.00 x	\$0.98 x	1.5159 =
					Total
				paint door frames	\$103.99
13	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$130.91
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$21.59 x	1.5159 =
					Total
				prime door faces	\$130.91
14	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$239.39
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$39.48 x	1.5159 =
					Total
				paint door faces	\$239.39
15	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$1,539.17
			Quantity	Unit Price	Factor
		Installation	15.00 x	\$67.69 x	1.5159 =
					Total
				paint window trim	\$1,539.17
16	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$153.71
			Quantity	Unit Price	Factor
		Installation	260.00 x	\$0.39 x	1.5159 =
					Total
				prime fascia	\$153.71



Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
17	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$268.01
			Quantity	Unit Price	Factor
		Installation	260.00 x	\$0.68 x	1.5159 =
		paint facia			Total \$268.01
18	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$79.13
			Quantity	Unit Price	Factor
		Installation	180.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$79.13
19	09 91 43 00-0039	SF		Sanding Wood Trim	\$110.81
			Quantity	Unit Price	Factor
		Installation	170.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$110.81
20	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$769.32
			Quantity	Unit Price	Factor
		Installation	175.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$769.32
Subtotal for Section-09:					\$3,443.25
Proposal Total					\$40,257.42

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**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$40,015.30
Proposal Name:	Officer's Quarters 9
Subtotal for Section-01:	\$8,142.27
Subtotal for Section-06:	\$3,723.12
Subtotal for Section-08:	\$24,882.66
Subtotal for Section-09:	\$3,267.25
Proposal Total	\$40,015.30

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Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$40,015.30
Proposal Name: Officer's Quarters 9

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,711.41
			Quantity	Unit Price	Factor
			56.00	\$43.72	1.5159
			x	x	=
					Total
					\$3,711.41
				Installation	
				labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,761.54
			Quantity	Unit Price	Factor
			38.00	\$30.58	1.5159
			x	x	=
					Total
					\$1,761.54
				Installation	
				painter	
3	01 22 23 00-0076	MO		33' Engine Powered, Scissor Platform Lift	\$2,669.32
			Quantity	Unit Price	Factor
			1.00	\$1,760.88	1.5159
			x	x	=
					Total
					\$2,669.32
				Installation	
				lift for reaching facia and 2nd story windows	
Subtotal for Section-01:					\$8,142.27
Section-06					
4	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$276.74
			Quantity	Unit Price	Factor
			56.00	\$3.26	1.5159
			x	x	=
					Total
					\$276.74
				Installation	
				repair work to doors	
5	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$157.17
			Quantity	Unit Price	Factor
			48.00	\$2.16	1.5159
			x	x	=
					Total
					\$157.17
				Installation	
				repair work to window sills	
6	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$1,338.84
			Quantity	Unit Price	Factor
			240.00	\$3.68	1.5159
			x	x	=
					Total
					\$1,338.84
				Installation	
				repair and replacement of damaged fascia	
7	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$995.49
			Quantity	Unit Price	Factor
			330.00	\$1.99	1.5159
			x	x	=
					Total
					\$995.49
				Installation	
				repair and replace window styles	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-06					
8	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$954.88
			Quantity	Unit Price	Factor
		Installation	3.00 x	\$209.97 x	1.5159 =
					Total
				repairing door frames and trim	\$954.88
Subtotal for Section-06:					\$3,723.12
Section-08					
9	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$23,087.76
			Quantity	Unit Price	Factor
		Installation	285.00 x	\$53.44 x	1.5159 =
					Total
				repair and replace damaged windows	\$23,087.76
10	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$1,794.90
			Quantity	Unit Price	Factor
		Installation	85.00 x	\$13.93 x	1.5159 =
					Total
				repair and replace damaged window frames	\$1,794.90
Subtotal for Section-08:					\$24,882.66
Section-09					
11	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$55.79
			Quantity	Unit Price	Factor
		Installation	80.00 x	\$0.46 x	1.5159 =
					Total
				prime door frames	\$55.79
12	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$118.85
			Quantity	Unit Price	Factor
		Installation	80.00 x	\$0.98 x	1.5159 =
					Total
				paint door frames	\$118.85
13	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$130.91
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$21.59 x	1.5159 =
					Total
				prime door faces	\$130.91
14	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$239.39
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$39.48 x	1.5159 =
					Total
				paint door faces	\$239.39
15	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$1,436.56
			Quantity	Unit Price	Factor
		Installation	14.00 x	\$67.69 x	1.5159 =
					Total
				paint window trim	\$1,436.56
16	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$141.89
			Quantity	Unit Price	Factor
		Installation	240.00 x	\$0.39 x	1.5159 =
					Total
				prime fascia	\$141.89

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
17	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$247.39
			Quantity	Unit Price	Factor
		Installation	240.00 x	\$0.68 x	1.5159 =
		paint facia			Total \$247.39
18	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$66.82
			Quantity	Unit Price	Factor
		Installation	152.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$66.82
19	09 91 43 00-0039	SF		Sanding Wood Trim	\$104.29
			Quantity	Unit Price	Factor
		Installation	160.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$104.29
20	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$725.36
			Quantity	Unit Price	Factor
		Installation	165.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$725.36
Subtotal for Section-09:					\$3,267.25
Proposal Total					\$40,015.30

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$26,251.62
Proposal Name:	Ft Concho QM Building
Subtotal for Section-01:	\$5,416.19
Subtotal for Section-06:	\$5,510.90
Subtotal for Section-08:	\$12,389.89
Subtotal for Section-09:	\$2,934.64
Proposal Total	\$26,251.62

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$26,251.62
Proposal Name: Ft Concho QM Building

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,783.56
			Quantity	Unit Price	Factor
			42.00 x	\$43.72 x	1.5159 =
					Total
					\$2,783.56
				Installation labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,297.97
			Quantity	Unit Price	Factor
			28.00 x	\$30.58 x	1.5159 =
					Total
					\$1,297.97
				Installation painter	
3	01 22 23 00-0076	MO		33' Engine Powered, Scissor Platform Lift	\$1,334.66
			Quantity	Unit Price	Factor
			0.50 x	\$1,760.88 x	1.5159 =
					Total
					\$1,334.66
				Installation lift for reaching facia and 2nd story windows	
Subtotal for Section-01:					\$5,416.19

Section-06					
4	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$1,037.79
			Quantity	Unit Price	Factor
			210.00 x	\$3.26 x	1.5159 =
					Total
					\$1,037.79
				Installation repair work to doors	
5	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$229.20
			Quantity	Unit Price	Factor
			70.00 x	\$2.16 x	1.5159 =
					Total
					\$229.20
				Installation repair work to window sills	
6	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$1,785.12
			Quantity	Unit Price	Factor
			320.00 x	\$3.68 x	1.5159 =
					Total
					\$1,785.12
				Installation repair and replacement of damaged fascia	
7	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$549.03
			Quantity	Unit Price	Factor
			182.00 x	\$1.99 x	1.5159 =
					Total
					\$549.03
				Installation repair and replace window styles	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-06					
8	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$1,909.76
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$209.97 x	1.5159 =
					Total
				repairing door frames and trim	\$1,909.76
Subtotal for Section-06:					\$5,510.90
Section-08					
9	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$11,017.32
			Quantity	Unit Price	Factor
		Installation	136.00 x	\$53.44 x	1.5159 =
					Total
				repair and replace damaged windows	\$11,017.32
10	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$1,372.57
			Quantity	Unit Price	Factor
		Installation	65.00 x	\$13.93 x	1.5159 =
					Total
				repair and replace damaged window frames	\$1,372.57
Subtotal for Section-08:					\$12,389.89
Section-09					
11	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$55.79
			Quantity	Unit Price	Factor
		Installation	80.00 x	\$0.46 x	1.5159 =
					Total
				prime door frames	\$55.79
12	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$118.85
			Quantity	Unit Price	Factor
		Installation	80.00 x	\$0.98 x	1.5159 =
					Total
				paint door frames	\$118.85
13	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$196.37
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$21.59 x	1.5159 =
					Total
				prime door faces	\$196.37
14	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$359.09
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$39.48 x	1.5159 =
					Total
				paint door faces	\$359.09
15	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$718.28
			Quantity	Unit Price	Factor
		Installation	7.00 x	\$67.69 x	1.5159 =
					Total
				paint window trim	\$718.28
16	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$177.36
			Quantity	Unit Price	Factor
		Installation	300.00 x	\$0.39 x	1.5159 =
					Total
				prime fascia	\$177.36

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
17	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$309.24
		Installation	Quantity 300.00	Unit Price \$0.68	Factor 1.5159
			x	x	=
		paint fascia			Total \$309.24
18	09 91 13 00-0308	SF		Paint Soffit, 2 Coats Paint, Brush/Roller Work	\$368.36
		Installation	Quantity 300.00	Unit Price \$0.81	Factor 1.5159
			x	x	=
		paint soffit			Total \$368.36
19	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$48.36
		Installation	Quantity 110.00	Unit Price \$0.29	Factor 1.5159
			x	x	=
		prep existing wood for paint			Total \$48.36
20	09 91 43 00-0039	SF		Sanding Wood Trim	\$55.41
		Installation	Quantity 85.00	Unit Price \$0.43	Factor 1.5159
			x	x	=
		prep existing wood for paint			Total \$55.41
21	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$527.53
		Installation	Quantity 120.00	Unit Price \$2.90	Factor 1.5159
			x	x	=
		prep existing wood for paint			Total \$527.53
Subtotal for Section-09:					\$2,934.64
Proposal Total					\$26,251.62

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**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$32,633.62
Proposal Name:	Officer's Quarters 2
Subtotal for Section-01:	\$7,373.77
Subtotal for Section-06:	\$5,392.82
Subtotal for Section-08:	\$16,464.94
Subtotal for Section-09:	\$3,402.09
Proposal Total	\$32,633.62

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Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$32,633.62
Proposal Name: Officer's Quarters 2

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,313.76
			Quantity	Unit Price	Factor
			50.00 x	\$43.72 x	1.5159 =
			Installation		Total
					\$3,313.76
				labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,390.69
			Quantity	Unit Price	Factor
			30.00 x	\$30.58 x	1.5159 =
			Installation		Total
					\$1,390.69
				painter	
3	01 22 23 00-0076	MO		33' Engine Powered, Scissor Platform Lift	\$2,669.32
			Quantity	Unit Price	Factor
			1.00 x	\$1,760.88 x	1.5159 =
			Installation		Total
					\$2,669.32
				lift for reaching facia and 2nd story windows	
Subtotal for Section-01:					\$7,373.77
Section-06					
4	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$256.98
			Quantity	Unit Price	Factor
			52.00 x	\$3.26 x	1.5159 =
			Installation		Total
					\$256.98
				repair work to doors	
5	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$147.35
			Quantity	Unit Price	Factor
			45.00 x	\$2.16 x	1.5159 =
			Installation		Total
					\$147.35
				repair work to window sills	
6	06 46 19 00-0003	LF		3/4" x 3/4" Pine Quarter Round Trim	\$0.00
			Quantity	Unit Price	Factor
			0.00 x	\$2.10 x	1.5159 =
			Installation		Total
					\$0.00
7	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$1,115.70
			Quantity	Unit Price	Factor
			200.00 x	\$3.68 x	1.5159 =
			Installation		Total
					\$1,115.70
				repair and replacement of damaged fascia	
8	06 46 29 00-0029	SF		3/4" Thick, MDO Plywood Soffit	\$1,664.46
			Quantity	Unit Price	Factor
			300.00 x	\$3.66 x	1.5159 =
			Installation		Total
					\$1,664.46
				repair and replacement of soffit on back porch	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-06					
9	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$935.16
			Quantity	Unit Price	Factor
		Installation	310.00 x	\$1.99 x	1.5159 =
					Total
					\$935.16
				repair and replace window styles	
10	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$1,273.17
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$209.97 x	1.5159 =
					Total
					\$1,273.17
				repairing door frames and trim	
Subtotal for Section-06:					\$5,392.82
Section-08					
11	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$14,986.79
			Quantity	Unit Price	Factor
		Installation	185.00 x	\$53.44 x	1.5159 =
					Total
					\$14,986.79
				repair and replace damaged windows	
12	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$1,478.15
			Quantity	Unit Price	Factor
		Installation	70.00 x	\$13.93 x	1.5159 =
					Total
					\$1,478.15
				repair and replace damaged window frames	
Subtotal for Section-08:					\$16,464.94
Section-09					
13	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$48.81
			Quantity	Unit Price	Factor
		Installation	70.00 x	\$0.46 x	1.5159 =
					Total
					\$48.81
				prime door frames	
14	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$103.99
			Quantity	Unit Price	Factor
		Installation	70.00 x	\$0.98 x	1.5159 =
					Total
					\$103.99
				paint door frames	
15	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$130.91
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$21.59 x	1.5159 =
					Total
					\$130.91
				prime door faces	
16	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$239.39
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$39.48 x	1.5159 =
					Total
					\$239.39
				paint door faces	
17	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$1,026.11
			Quantity	Unit Price	Factor
		Installation	10.00 x	\$67.69 x	1.5159 =
					Total
					\$1,026.11
				paint window trim	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
18	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$118.24
			Quantity	Unit Price	Factor
		Installation	200.00 x	\$0.39 x	1.5159 =
		prime fascia			Total \$118.24
19	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$206.16
			Quantity	Unit Price	Factor
		Installation	200.00 x	\$0.68 x	1.5159 =
		paint facia			Total \$206.16
20	09 91 13 00-0306	SF		Paint Soffit, 1 Coat Primer, Brush/Roller Work	\$218.29
			Quantity	Unit Price	Factor
		Installation	300.00 x	\$0.48 x	1.5159 =
		prime soffit			Total \$218.29
21	09 91 13 00-0308	SF		Paint Soffit, 2 Coats Paint, Brush/Roller Work	\$368.36
			Quantity	Unit Price	Factor
		Installation	300.00 x	\$0.81 x	1.5159 =
		paint soffit			Total \$368.36
22	09 91 13 00-0465	SF		Paint Exterior Wood Trim, 1 Coat Primer, Brush Work	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$0.66 x	1.5159 =
					Total \$0.00
23	09 91 13 00-0467	SF		Paint Exterior Wood Trim, 2 Coats Paint, Brush Work	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$1.32 x	1.5159 =
					Total \$0.00
24	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$52.75
			Quantity	Unit Price	Factor
		Installation	120.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$52.75
25	09 91 43 00-0039	SF		Sanding Wood Trim	\$97.78
			Quantity	Unit Price	Factor
		Installation	150.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$97.78
26	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$791.30
			Quantity	Unit Price	Factor
		Installation	180.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$791.30
Subtotal for Section-09:					\$3,402.09
Proposal Total					\$32,633.62

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$36,767.15
Proposal Name:	Officer's Quarters 4
Subtotal for Section-01:	\$7,691.74
Subtotal for Section-06:	\$5,270.95
Subtotal for Section-08:	\$20,321.55
Subtotal for Section-09:	\$3,482.91
Proposal Total	\$36,767.15

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$36,767.15
Proposal Name: Officer's Quarters 4

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,446.31
			Quantity	Unit Price	Factor
			52.00 x	\$43.72 x	1.5159 =
			Installation		Total
					\$3,446.31
				labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,576.11
			Quantity	Unit Price	Factor
			34.00 x	\$30.58 x	1.5159 =
			Installation		Total
					\$1,576.11
				painter	
3	01 22 23 00-0076	MO		33' Engine Powered, Scissor Platform Lift	\$2,669.32
			Quantity	Unit Price	Factor
			1.00 x	\$1,760.88 x	1.5159 =
			Installation		Total
					\$2,669.32
				lift for reaching facia and 2nd story windows	
Subtotal for Section-01:					\$7,691.74
Section-06					
4	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$197.67
			Quantity	Unit Price	Factor
			40.00 x	\$3.26 x	1.5159 =
			Installation		Total
					\$197.67
				repair work to doors	
5	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$196.46
			Quantity	Unit Price	Factor
			60.00 x	\$2.16 x	1.5159 =
			Installation		Total
					\$196.46
				repair work to window sills	
6	06 46 19 00-0003	LF		3/4" x 3/4" Pine Quarter Round Trim	\$0.00
			Quantity	Unit Price	Factor
			0.00 x	\$2.10 x	1.5159 =
			Installation		Total
					\$0.00
7	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$1,171.49
			Quantity	Unit Price	Factor
			210.00 x	\$3.68 x	1.5159 =
			Installation		Total
					\$1,171.49
				repair and replacement of damaged fascia	
8	06 46 29 00-0029	SF		3/4" Thick, MDO Plywood Soffit	\$1,664.46
			Quantity	Unit Price	Factor
			300.00 x	\$3.66 x	1.5159 =
			Installation		Total
					\$1,664.46
				repair and replacement of soffit on back porch	

Record	Section - Item	Modiufier	UOM	Description	Line Total		
Section-06							
9	06 46 36 00-0670	LF	3/4" x 1-1/2" Custom Shaped "C" Y Pine			\$1,085.99	
			Quantity	Unit Price	Factor	Total	
	Installation	360.00	x	\$1.99	x	1.5159 =	\$1,085.99
	repair and replace window styles						
10	06 48 13 00-0004	EA	4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim			\$954.88	
			Quantity	Unit Price	Factor	Total	
	Installation	3.00	x	\$209.97	x	1.5159 =	\$954.88
	repairing door frames and trim						
Subtotal for Section-06:						\$5,270.95	
Section-08							
11	08 52 19 00-0158	SF	21 To 40 SF Architectural And Historic Reproduction Wood Window			\$18,632.23	
			Quantity	Unit Price	Factor	Total	
	Installation	230.00	x	\$53.44	x	1.5159 =	\$18,632.23
	repair and replace damaged windows						
12	08 52 19 00-0161	SF	Remove And Reinstall Wood Windows And Frames			\$1,689.32	
			Quantity	Unit Price	Factor	Total	
	Installation	80.00	x	\$13.93	x	1.5159 =	\$1,689.32
	repair and replace damaged window frames						
Subtotal for Section-08:						\$20,321.55	
Section-09							
13	09 91 13 00-0221	LF	Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work			\$41.84	
			Quantity	Unit Price	Factor	Total	
	Installation	60.00	x	\$0.46	x	1.5159 =	\$41.84
	prime door frames						
14	09 91 13 00-0223	LF	Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work			\$89.13	
			Quantity	Unit Price	Factor	Total	
	Installation	60.00	x	\$0.98	x	1.5159 =	\$89.13
	paint door frames						
15	09 91 13 00-0247	EA	Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work			\$98.18	
			Quantity	Unit Price	Factor	Total	
	Installation	3.00	x	\$21.59	x	1.5159 =	\$98.18
	prime door faces						
16	09 91 13 00-0249	EA	Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work			\$179.54	
			Quantity	Unit Price	Factor	Total	
	Installation	3.00	x	\$39.48	x	1.5159 =	\$179.54
	paint door faces						
17	09 91 13 00-0277	EA	Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF			\$1,231.34	
			Quantity	Unit Price	Factor	Total	
	Installation	12.00	x	\$67.69	x	1.5159 =	\$1,231.34
	paint window trim						

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
18	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$124.15
			Quantity	Unit Price	Factor
		Installation	210.00 x	\$0.39 x	1.5159 =
		prime fascia			Total \$124.15
19	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$216.47
			Quantity	Unit Price	Factor
		Installation	210.00 x	\$0.68 x	1.5159 =
		paint facia			Total \$216.47
20	09 91 13 00-0306	SF		Paint Soffit, 1 Coat Primer, Brush/Roller Work	\$218.29
			Quantity	Unit Price	Factor
		Installation	300.00 x	\$0.48 x	1.5159 =
		prime soffit			Total \$218.29
21	09 91 13 00-0308	SF		Paint Soffit, 2 Coats Paint, Brush/Roller Work	\$368.36
			Quantity	Unit Price	Factor
		Installation	300.00 x	\$0.81 x	1.5159 =
		paint soffit			Total \$368.36
22	09 91 13 00-0465	SF		Paint Exterior Wood Trim, 1 Coat Primer, Brush Work	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$0.66 x	1.5159 =
					Total \$0.00
23	09 91 13 00-0467	SF		Paint Exterior Wood Trim, 2 Coats Paint, Brush Work	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$1.32 x	1.5159 =
					Total \$0.00
24	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$61.55
			Quantity	Unit Price	Factor
		Installation	140.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$61.55
25	09 91 43 00-0039	SF		Sanding Wood Trim	\$84.74
			Quantity	Unit Price	Factor
		Installation	130.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$84.74
26	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$769.32
			Quantity	Unit Price	Factor
		Installation	175.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$769.32
Subtotal for Section-09:					\$3,482.91
Proposal Total					\$36,767.15

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**Contractor's Price Proposal Summary - CSI**

Print Date:	June 25, 2020
Contract Number:	520-16 Area H - BDQ
Work Order Number:	081027.00
Work Order Title:	City of San Angelo- Ft. Concho Bldg Renovations
Contractor:	Basic IDIQ Inc.
Proposal Value:	\$42,990.97
Proposal Name:	Officer's Quarters 7
Subtotal for Section-01:	\$8,142.27
Subtotal for Section-06:	\$5,346.61
Subtotal for Section-08:	\$25,020.11
Subtotal for Section-09:	\$4,481.98
Proposal Total	\$42,990.97

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Price Proposal Detail - CSI

Print Date: June 25, 2020
Contract Number: 520-16 Area H - BDQ
Work Order Number 081027.00
Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations
Contractor: Basic IDIQ Inc.
Proposal Value: \$42,990.97
Proposal Name: Officer's Quarters 7

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 20 00-0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,711.41
			Quantity	Unit Price	Factor
			56.00 x	\$43.72 x	1.5159 =
			Installation		Total
					\$3,711.41
				labor for project	
2	01 22 20 00-0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,761.54
			Quantity	Unit Price	Factor
			38.00 x	\$30.58 x	1.5159 =
			Installation		Total
					\$1,761.54
				painter	
3	01 22 23 00-0076	MO		33' Engine Powered, Scissor Platform Lift	\$2,669.32
			Quantity	Unit Price	Factor
			1.00 x	\$1,760.88 x	1.5159 =
			Installation		Total
					\$2,669.32
				lift for reaching facia and 2nd story windows	
Subtotal for Section-01:					\$8,142.27
Section-06					
4	06 01 20 91-0002	SF		Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood , filling or patching, stain or paint to match existing.	\$296.51
			Quantity	Unit Price	Factor
			60.00 x	\$3.26 x	1.5159 =
			Installation		Total
					\$296.51
				repair work to doors	
5	06 46 13 00-0004	LF		2-1/2" Wide Pine Complete Door And Window Trim	\$278.32
			Quantity	Unit Price	Factor
			85.00 x	\$2.16 x	1.5159 =
			Installation		Total
					\$278.32
				repair work to window sills	
6	06 46 29 00-0006	LF		1" x 12" Pine Fascia Board	\$1,896.69
			Quantity	Unit Price	Factor
			340.00 x	\$3.68 x	1.5159 =
			Installation		Total
					\$1,896.69
				repair and replacement of damaged fascia	
7	06 46 36 00-0670	LF		3/4" x 1-1/2" Custom Shaped "C" Y Pine	\$965.33
			Quantity	Unit Price	Factor
			320.00 x	\$1.99 x	1.5159 =
			Installation		Total
					\$965.33
				repair and replace window styles	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-06					
8	06 48 13 00-0004	EA		4' x 7' Pine Exterior Door Frame Custom Made With Threshold And Trim	\$1,909.76
			Quantity	Unit Price	Factor
		Installation	6.00 x	\$209.97 x	1.5159 =
					Total
				repairing door frames and trim	\$1,909.76
Subtotal for Section-06:					\$5,346.61
Section-08					
9	08 52 19 00-0158	SF		21 To 40 SF Architectural And Historic Reproduction Wood Window	\$23,330.79
			Quantity	Unit Price	Factor
		Installation	288.00 x	\$53.44 x	1.5159 =
					Total
				repair and replace damaged windows	\$23,330.79
10	08 52 19 00-0161	SF		Remove And Reinstall Wood Windows And Frames	\$1,689.32
			Quantity	Unit Price	Factor
		Installation	80.00 x	\$13.93 x	1.5159 =
					Total
				repair and replace damaged window frames	\$1,689.32
Subtotal for Section-08:					\$25,020.11
Section-09					
11	09 91 13 00-0221	LF		Paint Exterior Wood Door Frame And Trim, 1 Coat Primer, Brush/Roller Work	\$41.84
			Quantity	Unit Price	Factor
		Installation	60.00 x	\$0.46 x	1.5159 =
					Total
				prime door frames	\$41.84
12	09 91 13 00-0223	LF		Paint Exterior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$89.13
			Quantity	Unit Price	Factor
		Installation	60.00 x	\$0.98 x	1.5159 =
					Total
				paint door frames	\$89.13
13	09 91 13 00-0247	EA		Paint Exterior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work	\$98.18
			Quantity	Unit Price	Factor
		Installation	3.00 x	\$21.59 x	1.5159 =
					Total
				prime door faces	\$98.18
14	09 91 13 00-0249	EA		Paint Exterior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work	\$179.54
			Quantity	Unit Price	Factor
		Installation	3.00 x	\$39.48 x	1.5159 =
					Total
				paint door faces	\$179.54
15	09 91 13 00-0277	EA		Paint Exterior Wood Window Including Trim, Window Size >26 SF To 34 SF	\$2,667.89
			Quantity	Unit Price	Factor
		Installation	26.00 x	\$67.69 x	1.5159 =
					Total
				paint window trim	\$2,667.89
16	09 91 13 00-0302	LF		Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$201.01
			Quantity	Unit Price	Factor
		Installation	340.00 x	\$0.39 x	1.5159 =
					Total
				prime fascia	\$201.01



Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-09					
17	09 91 13 00-0304	LF		Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$350.48
			Quantity	Unit Price	Factor
		Installation	340.00 x	\$0.68 x	1.5159 =
		paint facia			Total \$350.48
18	09 91 43 00-0035	SF		Hand Scrape Wood Surface	\$52.75
			Quantity	Unit Price	Factor
		Installation	120.00 x	\$0.29 x	1.5159 =
		prep existing wood for paint			Total \$52.75
19	09 91 43 00-0039	SF		Sanding Wood Trim	\$97.78
			Quantity	Unit Price	Factor
		Installation	150.00 x	\$0.43 x	1.5159 =
		prep existing wood for paint			Total \$97.78
20	09 91 43 00-0052	SF		Cornices And Decorative Trim To 12" Wide, Paint Removal, Strip To Bare Wood	\$703.38
			Quantity	Unit Price	Factor
		Installation	160.00 x	\$2.90 x	1.5159 =
		prep existing wood for paint			Total \$703.38
Subtotal for Section-09:					\$4,481.98
Proposal Total					\$42,990.97

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Work Order Signature Document

ezIQ **Buy Board Contract No.: 520-16** Area H - BDQ

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 081027.00

Work Order Date: 07/20/2020

Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations

Owner Name: BUY BOARD - City of San Angelo

Contractor Name: Basic IDIQ Inc.

Contact: Alfonso Torres

Contact: Terrell Harris

Phone: 325-657-4239

Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQ
Buy Board Contract No 520-16 Area H - BDQ.

Brief Work Order Description:

The renovation of several bldgs

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$619,352.56

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Terrell Harris
Basic IDIQ Inc.
1100 Montana Ave Ste 213
El Paso, TX 79902
No Data Input

From: Alfonso Torres
BUY BOARD - City of San Angelo
72 W College Ave.
San Angelo, TX 76903
325-657-4239

Date Printed: July 20, 2020

Work Order Number: 081027.00

Work Order Title: City of San Angelo- Ft. Concho Bldg Renovations

Brief Scope: The renovation of several bldgs

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

This project provides for repairs to doors and windows for bldgs throughout the museum. Work also includes repairing and replacing trim pieces repairing dormers, repairing columns and painting. This project will be phased as required to accommodate the business and traffic of the facility.

Subject to the terms and conditions of JOC Contract **520-16 Area H - BDQ**.

Contractor

Date

Owner

Date

FORT CONCHO
ROOF REPLACEMENT
630 S. OAKES ST.

JOB #:
DATE: 3/2
DRAWN BY:
CHECKED BY:
REVISIONS:

FOR REVIEW
SHEET NO.

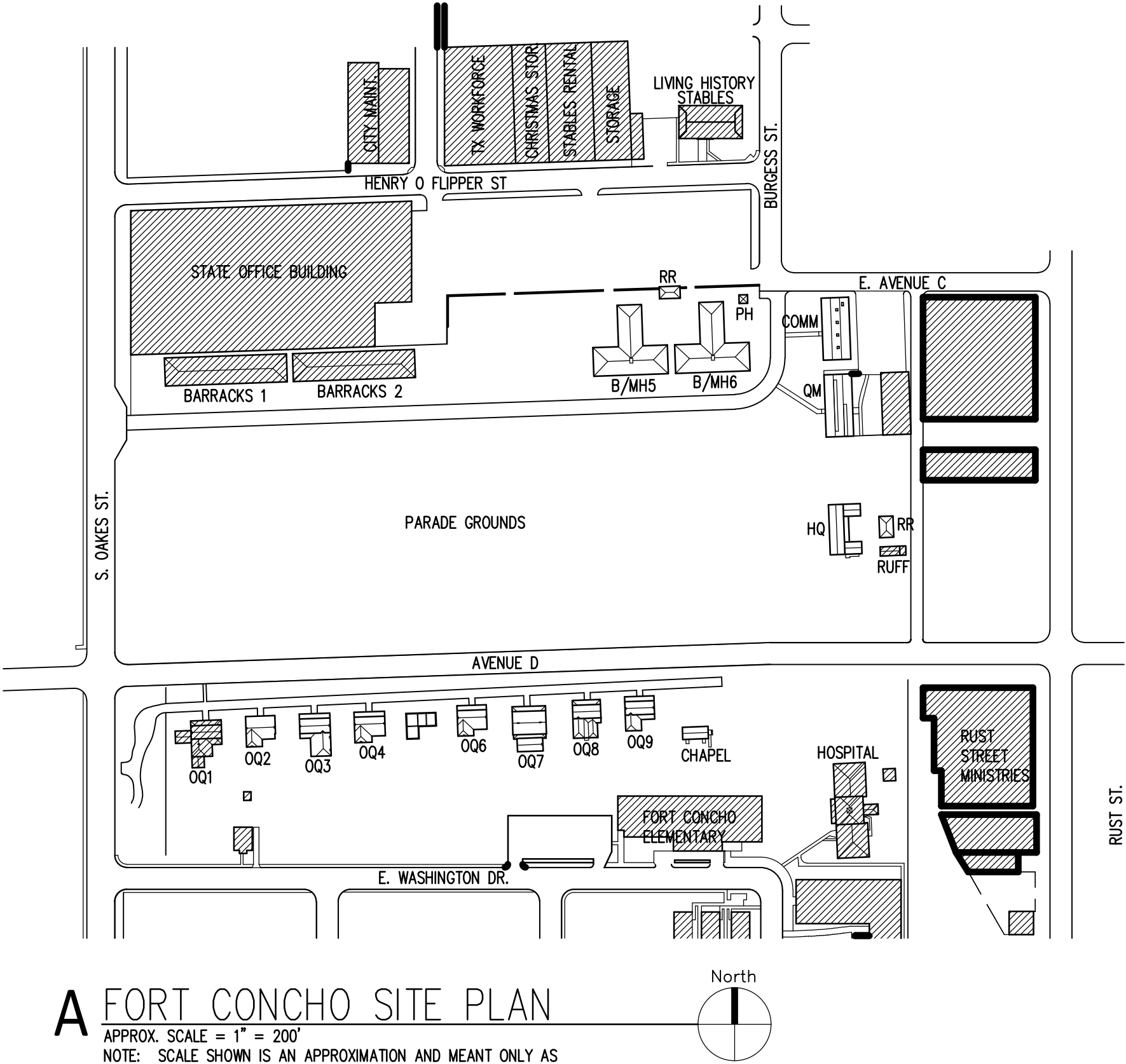
A-1

PROJECT SCOPE/DESCRIPTION

THE SCOPE OF WORK VARIES FROM BUILDING TO BUILDING. REFER TO SHEET A-2 FOR DETAILED SCOPE OF WORK FOR EACH BUILDING INDICATED AND FOR GENERAL CONSTRUCTION NOTES. IN GENERAL, THE SCOPE OF THE PROJECT IS TO PROVIDE LABOR AND MATERIALS TO REFINISH, REPAIR, REPAINT AND/OR REPLACE WOOD OR MASONRY FOR A NEAT AND FINISHED APPEARANCE. SOME OF THE WORK WILL BE COMPLETED BY FORT CONCHO PERSONNEL AND ARE NOT INCLUDED IN THIS SCOPE OF WORK. WORK TO BE DONE BY FORT CONCHO IS SHOWN IN THE DETAILED SCOPE OF WORK.

BUILDINGS INCLUDED IN SCOPE OF WORK

BLDG DESIGNATION		APPROX. SQUARE FOOTAGE
OQ1	OFFICER QUARTERS 1	COMPLETED
OQ2	OFFICER QUARTERS 2	INCLUDED
OQ3	OFFICER QUARTERS 3	INCLUDED
OQ4	OFFICER QUARTERS 4	INCLUDED
OQ6	OFFICER QUARTERS 6	UNDER CONTRACT
OQ7	OFFICER QUARTERS 7	INCLUDED
OQ8	OFFICER QUARTERS 8	BID
OQ9	OFFICER QUARTERS 9	INCLUDED
CHAPEL	CHAPEL	COMPLETED
HQ	HEADQUARTERS BLDG	INCLUDED
QM	QUARTERMASTER BLDG	INCLUDED
COMM	COMMISARY	INCLUDED
PH	POWDER HOUSE	INCLUDED
B/MH 5 & REST ROOMS	BARRACKS/MESS HALL 5 & REST ROOMS	INCLUDED
B/MH 6	BARRACKS/MESS HALL 6	INCLUDED



A FORT CONCHO SITE PLAN

APPROX. SCALE = 1" = 200'
NOTE: SCALE SHOWN IS AN APPROXIMATION AND MEANT ONLY AS AN AID TO LOCATE AND MAKE APPROXIMATE CALCULATIONS. BIDDER IS TO FIELD VERIFY FOR EXACT DIMENSIONS IF NEEDED.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Nolan Sosa, Purchasing Manager, Purchasing, 325-657-4219

Meeting Date: August 4, 2020

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to negotiate and execute a Professional Services Agreement with the Texas Coalition of Affordable Power (TCAP) and a Commercial Services Agreement with GEXA Energy for power to be provided after January 1, 2023 (Nolan Sosa)

Summary/History:

The City of San Angelo is a member of the Texas Coalition for Affordable Power, Inc (TCAP). TCAP is a nonprofit, political subdivision corporation with over 160 members, which is one of the largest organizations of energy consumers in the State of Texas. TCAP, as part of its mission, monitors federal, state and local initiatives that may affect the price and availability of energy, and proactively promotes affordable energy policies which can impact municipal budgets and the ability to fund essential services.

Historically, cities have formed coalitions to represent their collective interests before utility rate regulatory agencies and courts. By forming coalitions, cities have been able to present a strong voice for consumers for over thirty years. This has served to reduce costs that cities and their residents pay for electric and gas utility services. In numerous instances, without the participation of coalitions of cities, rate increases would have gone into effect without any party scrutinizing the utility's application for rate increase. Participation in the coalition and adoption of the resolution endorsing legislative action to enhance the competitive electric market will demonstrate the mutual concern of the City of San Angelo with other city members of TCAP for reliability, quality of service, and price of electric utilities.

In looking ahead, TCAP's management, consultants and legal team believe that money can be saved by getting away from long-term fixed price contracts and using a short-term market driven auction process. This approach is called the Strategic Hedging Program (SHP). Attached is a report from the TCAP Executive Director that provides a concise explanation of this new approach.

A significant feature of these contracts is that the City has the option, twice a year, to terminate participation in the Strategic Hedging Program and convert to a fixed-price contract. If it appears that the market is destabilizing and SHP is no longer a viable approach, TCAP will advise City with sufficient notice so that we may render a decision to change our plan structure.

Financial Impact:

The City's current fixed price energy rate for the period of January 2018 – December 2022 is \$0.03542 per kWh. Since SHP uses a shorter-term purchasing horizon and a competitive bidding process with multiple suppliers, the exact price per kWh is ever-changing. However, current market conditions for the next contract period (beginning in January 2023) suggest a price in the low three cents per kWh. If prices improve, TCAP will capitalize on these price improvements. If prices start to reverse trend and increase, TCAP or the member can fix the price to avoid future price increases.

Strategic Hedging avoids risk premiums and carrying charges associated with long-term fixed price contracts, allowing

the City to capitalize on the downward trending price of electricity and avoids short-term market volatility. The City also retains the option to return to a fixed-price structure should market conditions change.

The City consumed 29,793,612 kWh of electricity from 10/1/2018 – 9/30/2019 for a total spend of \$2,843,974.03. The Texas Coalition of Affordable Power (TCAP) conservatively estimates that the City can save \$85,000.00 per year under a Strategic Hedging Program.

Other Information/Recommendation:

Staff recommends authorizing the City Manager (or his designee) to negotiate and execute a Professional Services Agreement with the Texas Coalition for Affordable Power to act as a representative for the City on matters related to our Electric Utility and authorizing the City Manager (or his designee) to negotiate and execute a Commercial Electric Services Agreement with GEXA Energy to allow City to procure electricity from GEXA Energy, a Retail Electric Provider.

Attachments:

- | | | |
|----|------------------|------------------------------------|
| 1. | SHP Background | SHP Background.pdf |
| 2. | Resolution Draft | Draft Resolution 07242020 (1).docx |

Presentation:

Nolan Sosa

Approvals/Reviews:

Nolan Sosa	Created/Initiated
Nolan Sosa	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval



Background.

Texas Coalition for Affordable Power has procured electricity for its members since the beginning of retail electric deregulation in Texas in 2002. In the recent past, it has become evident that the electric market and the mix of available sources and supplies have changed dramatically. While the current electric fixed price/fixed term contract has worked well, TCAP believes that a more optimum program—called Strategic Hedging Program (SHP)—will now be offered to its members. In recent years, the United States has become the world's largest supplier of oil and natural gas, particularly with the development of fracking technology. The DOE production estimate through 2050 shows a well-supplied market and stable price outlook. There has also been a tremendous growth in renewable energy sources such as wind and solar power.

What is SHP?

Instead of buying electricity through a fixed price longer term contract, SHP will procure one twelfth of the annual supply each month, two years forward year-to-year. This provides the lowest market pricing to reduce carrying charges and risk premiums that longer term contracts must charge. Pricing will never be out of the market. SHP features an ultra-competitive RFP process of 20+ vetted creditworthy suppliers. At least 4 suppliers will be in each TCAP portfolio at all times. Prices will be known to members well prior to fiscal year budgeting needs. It avoids the “all-in” guess of a single fixed price multi-year deal. It also provides members with twice a year periodic off ramps if a member desires to revert to a traditional fixed price/fixed term contract.

What action needs to be taken and when?

In order to prepare for an electric supply contract beyond the 2022, it is necessary for members to have their governmental bodies pass the enclosed resolution to approve the Professional Services Agreement and the Commercial Electricity Service Agreement. The resolution authorizes TCAP to function as a procurer of energy in addition to serving as an agent in negotiating contracts. While SHP is the default option, members may opt out by filling out the Authorized Election Form attached as Exhibit A of the PSA and have a traditional fixed price/fixed term contract post-2022. *However, it is important that members intending to participate in SHP do so by September 30, 2020 in order to be included in the monthly auctions beginning in January 2021.*

Jay Doegey
Executive Director
Texas Coalition for Affordable Power

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS
ADOPTING TCAP'S PROFESSIONAL SERVICES
AGREEMENT AND GEXA ENERGY'S COMMERCIAL
ELECTRIC SERVICE AGREEMENT FOR POWER TO BE
PROVIDED ON AND AFTER JANUARY 1, 2023**

WHEREAS, the City of San Angelo, Texas is a member of Texas Coalition for Affordable Power, Inc. ("TCAP"), a non-profit, political subdivision corporation of the State of Texas; and

WHEREAS, TCAP has previously arranged for the City to purchase power through Gexa Energy with a contract set to expire December 31, 2022; and

WHEREAS, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program ("SHP") that will involve a series of monthly competitive auctions; and

WHEREAS, TCAP has prepared a Professional Services Agreement ("PSA"), attached as Exhibit A, that, in addition to enumerating services and benefits to members of TCAP, provides TCAP with specific authority to procure power in the wholesale market on behalf of members who choose to participate in the SHP; and

WHEREAS, approval of the PSA is a necessary, but not sufficient, prerequisite to participation in the SHP; and

WHEREAS, the PSA is a relational contract that defines services provided by TCAP to members regardless of whether a member decides to commit to the SHP; and

WHEREAS, the industry-standard retail contract is a Commercial Electric Service Agreement ("CESA") offered by a Retail Electric Provider ("REP"); and

WHEREAS, TCAP has negotiated modifications to the current CESA between the City and Gexa Energy to reflect participation in the SHP; and

WHEREAS, the CESA that will facilitate participation in the SHP effective for power deliveries in and beyond 2023 will need to be approved and signed prior to October 1, 2020; and

WHEREAS, the City desires to participate in the SHP.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS:

SECTION 1. That the City Manager is authorized to negotiate and execute TCAP's Professional Services Agreement, and Gexa Energy's CESA, and send the agreements to TCAP, 15455 Dallas Parkway, Ste 600, Addison, TX 75001.

PASSED AND APPROVED this 21st day of JULY 2020.

MAYOR BRENDA GUNTER

ATTEST:

JULIA ANTILLEY, CITY CLERK

APPROVED AS TO FORM:

THERESA JAMES, CITY ATTORNEY

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carl White, Parks and Recreation Director, Parks and Recreation, 325-657-4450

Meeting Date: August 4, 2020

Item type: Consent Item

Caption:

Consider approving an amendment to the Concession Agreement between the City of San Angelo and San Angelo Host and authorizing the City Manager to negotiate and execute all related documents (Carl White)

Summary/History:

Staff seeks approval of an amendment to the agreement with San Angelo Host to operate concessions at City properties. We have enjoyed the excellent services of San Angelo Host for more than 13 years.

The current agreement was approved by City Council at the June 7, 2016 meeting. That agreement expires June 7, 2021.

Key terms of the amendment are:

- * a new 5-year term, expiring June 7, 2026.
- * updated the events list for non-exclusive concession rights.
- * updated the list of products and prices (last updated 2016).
- * some non-substantive administrative updates

Financial Impact:

San Angelo Host pays the City 20 percent of its gross revenues from the sale of food and non-alcoholic beverages and 25 percent from its sale of alcoholic beverages. These rates were approved by Council in a contract on September 17, 2008. In fiscal year 2019, San Angelo Host paid more than \$80,000 to the City.

Other Information/Recommendation:

Attachments:

1. Concessions Agreement Amendment July 2020 Concessions Agreement Amendment July 2020.pptx

Presentation:

Approvals/Reviews:

Carl White	Created/Initiated
Carl White	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved

Theresa James
Julia Antilley

Approved
Final Approval



City Council

August 4, 2020



Concessions Agreement

- Consider approving amendment 1 to the Concession Agreement between the City of San Angelo and San Angelo Host and authorizing the City Manager to negotiate and execute all related documents.



Concessions Agreement

- existing agreement approved at the June 7, 2016 meeting – expires June 7, 2021.
- a new term, expiring June 7, 2026.
- updated the events list for non-exclusive concession rights, adding Fort Concho's "En Plein Air" event and bringing the total excepted events to 8.
- Updated the list of products and prices (last updated 2016).
- Some non-substantive administrative updates.



Concessions Agreement

- SA Host pays the City 20% of its gross revenues from the sale of food and non-alcoholic beverages & 25 % from its sale of alcoholic beverages.
- These rates approved September 17, 2008.
- FY2019, SA Host paid City about \$80,000.
- Prior to contracting with SA Host, City operated its own concessions. SA Host has proven better able to provide the level of service that customers expect and demand.





City Council

August 4, 2020



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Allison Strube, Water Utilities Director, Water Utilities, 325-657-4209

Meeting Date: August 4, 2020

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to sign Texas Commission on Environmental Quality documents and meeting the signatory requirements in 30 Texas Administrative Code § 295.14 (Allison Strube)

Summary/History:

Chapter 295 of the Texas Administrative Code governs Water Rights procedures in the State of Texas. Rule 295.1(5) requires that all Texas Commission on Environmental Quality (TCEQ) water rights applications to be signed by a duly authorized official and that the municipality is required to provide written evidence of such authorization. The attached resolution would authorize Daniel Valenzuela, as the City Manager, to be the most appropriate person to be authorized to sign all documents related to water permitting for the City of San Angelo.

As the City moves forward with the Concho River Water Project, signatures for the TCEQ documents will be required for the permitting of this projects. This resolution will serve as the approval and provide evidence that Mr. Valenzuela's signature is authorized by the City of San Angelo.

Financial Impact:

No fiscal impact associated with this item.

Other Information/Recommendation:

Staff recommends approval of authorizing Daniel Valenzuela, City Manager, to meet the signature requirements of TCEQ and approving the resolution to provide official authorization.

Attachments:

- | | | |
|----|---------------------------|---|
| 1. | TCEQ signatory resolution | 20200730 TCEQ signatory resolution.docx |
|----|---------------------------|---|

Presentation:

Approvals/Reviews:

Allison Strube	Created/Initiated
Theresa James	Approved
Allison Strube	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS AUTHORIZING DANIEL VALENZUELA TO SIGN ALL APPLICATIONS RELATED TO WATER RIGHTS PERMITTING WITH THE TCEQ.

WHEREAS, as part of the City of San Angelo's continuing efforts to utilize and maximize the beneficial use and reuse of its existing water resources, and to develop additional water supplies, the City finds it necessary from time to time to seek regulatory approvals through water rights permitting and other water use permitting and permitting amendments from the Texas Commission on Environmental Quality and other political subdivisions of the State of Texas having jurisdiction; and

WHEREAS, title 30, Section 294.14(5) of the Texas Administrative Code requires that applications to the Texas Commission on Environmental Quality involving certain water rights permitting and other water use permitting and permitting amendments be signed by a duly authorized official of the City of San Angelo; and

WHEREAS, in certain instances the City of San Angelo is required to provide written evidence of that authorization of signature; and

WHEREAS, the City Council of the City of San Angelo intends to grant Daniel Valenzuela, as the City Manager of the City of San Angelo, full authority to sign all documents and take all such other necessary action related to water rights permitting and other water use permitting and permitting amendments, as well as all other regulatory matters involving the City of San Angelo's water resources.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS:

That Daniel Valenzuela, as the City Manager for the City of San Angelo, is delegated full authority to sign all documents and take all such other necessary action related to water rights permitting and other water use permitting and permitting amendments, as well as all other regulatory matters involving the City of San Angelo's water resources, as required by title 30, Section 295.14(5) of the Texas Administrative Code.

PASSED AND APPROVED this 4th day of August, 2020.

MAYOR BRENDA GUNTER

ATTEST:

JULIA ANTILLEY, CITY CLERK

APPROVED AS TO FORM:

THERESA JAMES, CITY ATTORNEY

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shelly Paschal, Planner, Planning and Development Services, 325-657-4210

Meeting Date: August 4, 2020

Item type: Consent Item

Caption:

Consider authorizing the City Manager to negotiate and execute a right-of-way license use agreement with Peaceful Office Properties, LLC, to allow for an awning and two wall lights to encroach into the public right-of-way located at 16 E. Beauregard Ave. (Jon James)

Summary/History:

The two wall lights already existing. The awning on the building at 16 East Beauregard Avenue was destroyed in a storm in 2019. This request is for approval to replace that awning with a new one. The applicant is asking City Council to consider granting a license use agreement to allow the construction of a new awning and to allow the two existing wall lights to remain. The proposed awning will be 20 feet in length, and extend into the right-of-way 4 feet and will be at least 9 foot off the ground. A condition of the approval would require the applicant to obtain the necessary building permits.

Financial Impact:

N/A

Other Information/Recommendation:

On September 19, 2019, the Design and Historic Review Commission (DHRC) approved the new awning proposed for the building at 16 East Beauregard Avenue.

Attachments:

- | | |
|---------------------------------------|---|
| 1. Memo (16 East Beauregard Ave) | Memo (16 East Beauregard Ave).docx |
| 2. Agreement (16 East Beauregard Ave) | Agreement (16 East Beauregard Ave).docx |

Presentation:

Jon James

Approvals/Reviews:

Shelly Paschal	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shelly Paschal, Planning & Development Services, (325) 657-4210 x-1533

Meeting Date: August 4, 2020

Item type: Consent

Caption:

Consider authorizing the City Manager to negotiate and execute a right-of-way license use agreement with Peaceful Office Properties, LLC, to allow for an awning and two wall lights to encroach into the public right-of-way located at 16 East Beauregard Avenue. (J. James).

Summary/History:

Currently, at 16 East Beauregard Avenue there is not an existing awning and the two wall lights exist. This subject property had an awning until a storm in 2019 that destroyed that awning. The applicant is asking City Council to consider granting a license use agreement to allow the construction of a new awning and allow the existing two wall lights to remain. The proposed awning will be 20 feet in length, and extend into the right-of-way 4 foot. The awning is proposed to be at least 9 foot from the ground. Part of this approval would require the applicant to obtain the necessary building permits.

On September 19, 2019, the Design and Historic Review Commission (DHRC) approved a new awning located at 16 East Beauregard Avenue. One of the conditions of approval for this new awning is that the awning must be bronze or black in color and it must be constructed of metal. The awning must also be similar to illustration provided within this memo.

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends **APPROVAL with two (2) Conditions of Approval:**

1. The applicant/owner enters into a license use agreement for encroachment of the awning within the public right-of-way.
2. The applicant/owner must obtain permits for all encroachments from the Permits and Inspections Division as required.

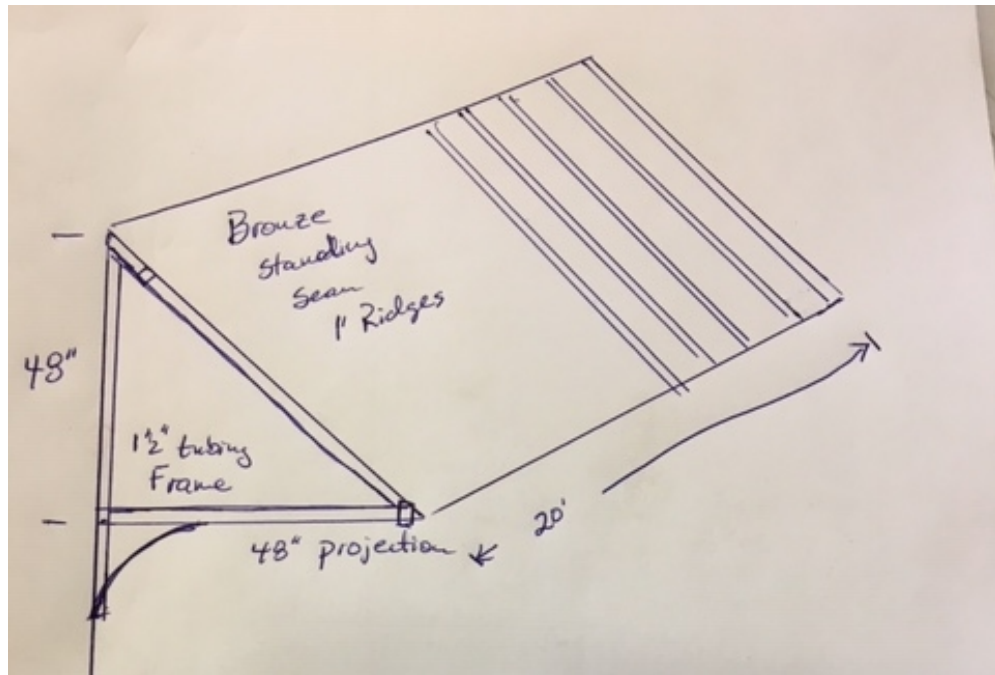
Attachments:

Encroachment Exhibit
Photo of subject property
Photo of old awning
Application

Approvals/Reviews:

Reviewed by Jon James, Planning & Development Services Director

Encroachment Exhibit



Example of awning



Photo of subject property



Photo of old awning





City of San Angelo, Texas – Planning Division
52 West College Avenue
Application for Right-of-way Encroachment

**Section 1: Basic Information**

Name of Applicant(s): Peaceful Office Properties, LLC
☒ Owner ☐ Representative (Affidavit Required)
16 E. Beauregard San Angelo, TX 76903
 Mailing Address City State Zip Code
325-655-9060 Moneyman@wcc.net
 Contact Phone Number Contact E-mail Address
16 E Beauregard San Angelo, TX 76903
 Subject Property Address City State Zip Code
BLK CC Subd San Angelo Catholic Block 5114.9 FT of E 1/2 Lot 24
 Legal Description (can be found on property tax statement or at www.tamgreencad.com)

Lot Size: _____ Zoning: _____

Encroachment Type:

- ☒ Surface or Aerial Easement (for physical encroachments such as walls, awnings and canopies but where no activities taking place)
☐ Sidewalk Use License (no physical encroachments but where area to be used for activities— i.e. tables, chairs, patio tables, retail display)
☐ Both (physical encroachments such as awnings and canopies and where area to be used for activities)

Section 2: Site Specific Details

General Description of Location*: over doors and windows

Reason for Encroachment*: Previous awning damaged in storm.
New awning will help with Sun for shade and improve
building appearance

*Use attachment if necessary.

Section 3: Applicant's acknowledgement

(By checking the boxes you indicate that you understand the following regulations)

- ☐ An application for Right-of-way Encroachment may only be made by the owner of the adjacent property, or an authorized representative of the property owner.
☐ No application will be processed if a zoning violation exists on the adjacent property, unless such processing is authorized by City Council. Use of the encroachment area and adjoining property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of a zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.

I/We the undersigned acknowledge that the information provided above is true and correct.

Greg Estes
Signature of applicant or authorized representative

7/7/2020
Date affirming the truth of the above statement.

Greg Estes - owner
Printed name of licensee or authorized representative

Peaceful office Property
Name of business/Entity of representative

FOR OFFICE USE ONLY:

Date of Application: ____/____/____

Non-Refundable Fee: \$ _____ Receipt #: _____ Date paid: ____/____/____

Date of hearing by City Council: ____/____/____ Date of hearing by City Council: ____/____/____

Reviewed/Accepted by: _____

THE STATE OF TEXAS §
TOM GREEN COUNTY §

WITNESSETH:

The “Licensed Use” as set forth herein, commencing from the foregoing effective date, is subject to the conditions, restrictions, covenants and exceptions hereinafter set forth:

1. Interest Conferred by this License: This License confers no exclusive possession or tenancy of Licensed Premises. The Licensee cannot exclude City from Licensed Premises. This License solely authorizes Licensee to the temporary use of Licensed Premises for the limited purposes set forth herein and for no other purpose. The parties hereby agree that the provisions of this License do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on Licensed Premises and to use Licensed Premises, subject to the terms of this License. City retains dominion, possession and control of the Licensed Premises. Therefore, no lease interest in Licensed Premises is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent

whatsoever in Licensed Premises by virtue of this License or its use of Licensed Premises hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of any expenditure of funds by Licensee for improvements, construction, repairs, partitions, or alterations to Licensed Premises which may be authorized by City.

2. Licensed Use: Licensed Premises shall be used for the limited purpose of constructing and maintaining an awning and two wall lights on the adjacent property at 16 East Beauregard Avenue, substantially as described and depicted and described in **Exhibits “A” and “B”**, attached hereto and made a part hereof for all purposes.

3. Term: This License shall commence on the effective date set forth herein above and if not earlier terminated as herein provided, continue for a period of forty (40) years to _____, 2060, at which time this License shall automatically extend annually until terminated as herein provided.

4. Non-exclusive License: This license is non-exclusive and is made expressly subject and subordinate to the reserved right of the City to use or permit the use of the Licensed Premises for public sidewalk area, utility right-of-way or any other public purpose.

5. Right of Termination:

- (a) The City reserves the right to terminate and cancel this License by resolution passed by its Governing Body upon a finding that the License is inconsistent or incompatible with the reserved right of the City to use or permit the use of the Licensed Premises or whenever the purpose or use of the License is or has become a nuisance as determined in the discretion of the City Council, and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City shall not be held liable by reason thereof. The parties hereto concur that said resolution shall be final and shall not be subject to review by the Courts.
- (b) Upon termination or cancellation by City or Licensee, this License shall become null and void and Licensee or anyone claiming any rights under this instrument shall remove, to the extent required by City, any or all improvements, appurtenances and encroachments owned by Licensee from the Licensed Premises at Licensee's expense, and shall restore the Licensed Premises to its condition at

the effective date of this License at the sole cost of the Licensee. In the event that Licensee shall fail to remove its improvements, appurtenances and encroachments as required and to restore the Licensed Premises, City shall have the right to do the necessary work to remove said improvements, appurtenances and encroachments and to restore the Licensed Premises to its condition at the effective date of this License, or to cause such work to be done, and to assess reasonable allocated costs or the incurred cost of all such work against Licensee and premises of which Licensed Premises is a part.

6. Improvements: Licensee may utilize a designated portion of the public street right-of-way along, immediately adjacent to a property at 16 East Beauregard Avenue described as being S114.9 feet of Lot 25 & S114.9 feet of Lot 24, Block CC, San Angelo Catholic Block in San Angelo, for the purpose of constructing and maintaining an awning and two wall lights, substantially as described and depicted in **Exhibits “A” and “B”**, attached hereto and made a part hereof for all purposes. Licensee shall not install any additional improvements or permanent fixtures on the Licensed Premises without first securing the written permission of City.

7. Codes, Ordinances and Regulations: Licensee shall comply with all applicable codes, ordinances and regulations of local, state and federal governments in the exercise of its use of the Licensed Premises. This requirement shall include, but not be limited to, compliance at all times with the Texas Architectural Barriers Act, Texas Accessibility Standards, Americans with Disabilities Act, as well as local ordinances and regulations relating to occupancy loads, unobstructed passage ways, entrances and exits, and signage.

8. Improvements and Maintenance: It is further understood that if and when the City, in the exercise of its discretion, shall determine that the grade of any street or sidewalk should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the Licensed Premises, Licensee’s improvements or appurtenances thereon, or the use thereof by Licensee, City may proceed with such improvement or work without liability to Licensee. Further, any modifications or changes to Licensee’s facilities in the licensed area or in construction or reconstruction of any public improvement attributable to Licensee’s use of the licensed area and/or its installations and improvements shall be made at the sole expense of Licensee and to the satisfaction of City.

9. Indemnification: At such time as this license is granted, it is agreed that Licensee shall hold harmless and indemnify City, as set forth in **Exhibit “C”**, attached and made a part hereof for all purposes, which provisions shall survive termination or expiration of the term of this License Agreement.

10. Reservations: This License is subject and subordinate to any existing utilities or communication facilities, including drainage, presently located within or about the Licensed Premises, owned or operated by the City or any utility or communications company, public or private, and to any vested rights presently owned by any utility or communications company, public or private, for the use of the Licensed Premises for facilities presently located within the boundaries of said Licensed Premises. No improvement or appurtenance shall be constructed or placed upon, over or across the Licensed Premises in such a manner as to interfere with the operation of any utilities or communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any improvement or appurtenance which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the Licensed Premises. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any improvements or appurtenances which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the Licensed Premises for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of Licensee.

11. Successors and Assigns: The terms of this License shall be binding upon the Licensee and Licensee’s successors and assigns.

12. Non-assignable: This License may not be assigned by Licensee without the prior written approval from the City. The assignee shall deliver a copy of the assignment, along with the assignee’s written acceptance of the provisions of this License, to the Director of Planning and Development Services for the City of San Angelo, or his designee, within ten (10) days of such assignment. Should Licensee fail to obtain prior written approval for assignment of this License or fail to provide the City with the required written acceptance and a copy of the assignment as provided, the Director of Planning and Development Services, or his designee, may terminate this License.

IN WITNESS WHEREOF, the parties hereto have caused License to be executed in duplicate and intend to be legally bound thereby.

LICENSOR:
CITY OF SAN ANGELO

BY: _____
Daniel Valenzuela, City Manager

ATTEST:

Date: _____, 2020

Julia Antilley, City Clerk

LICENSEE:
PEACEFUL OFFICE PROPERTIES, LLC

BY: _____
Greg Estes, Managing Member

Date: _____, 2020

STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2020, by **Greg Estes, as managing member of Peaceful Office Properties, LLC, on behalf of said company.**

Notary Public, State of Texas

**TEMPORARY NONEXCLUSIVE RIGHT-OF-WAY USE LICENSE AGREEMENT
BETWEEN CITY OF SAN ANGELO AND GREG ESTES**

APPROVED AS TO INSURANCE
REQUIRMENTS:

Charles Hagen,
Risk Manager

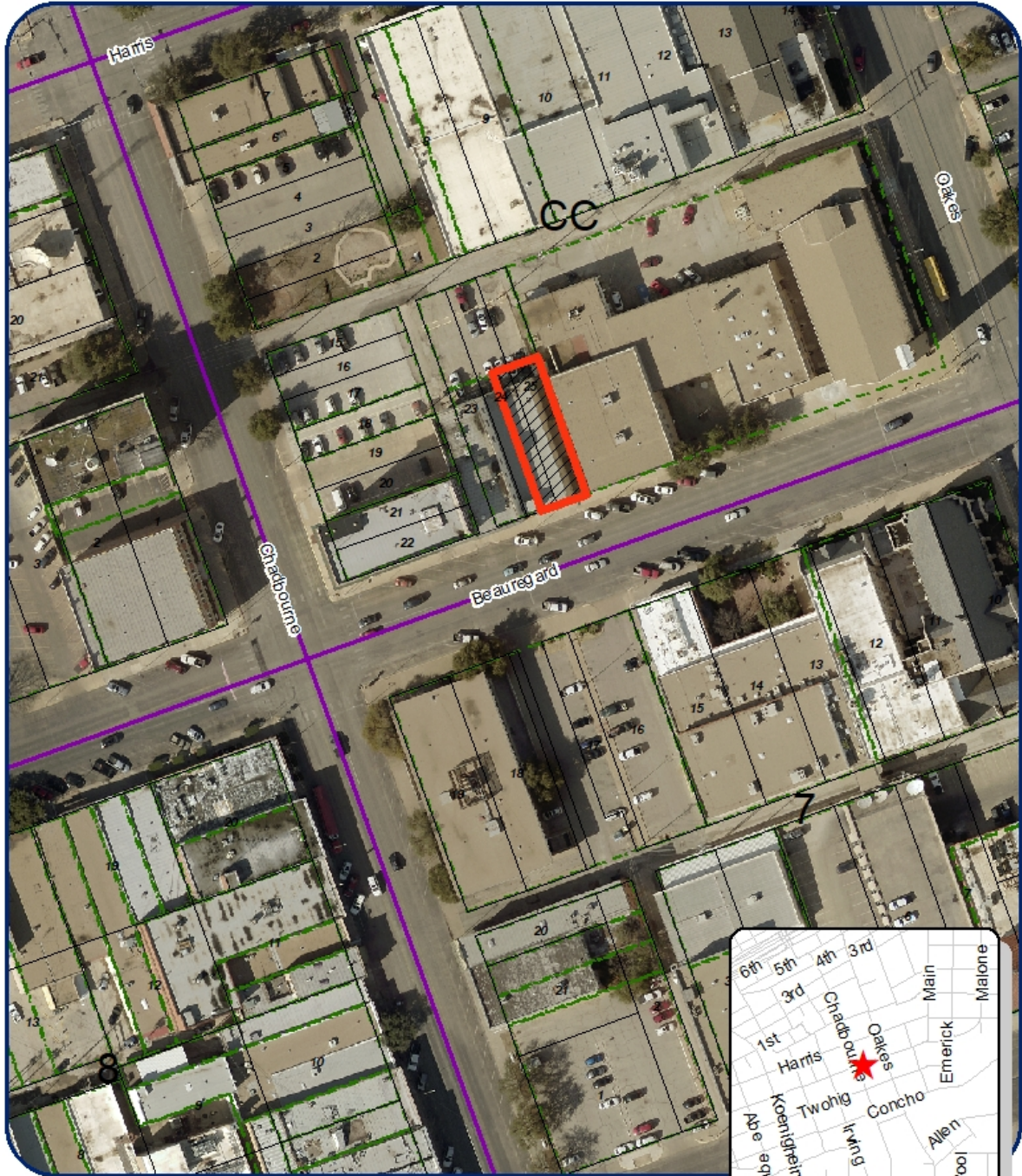
APPROVED AS TO FORM:

Brandon Dyson,
Assistant City Attorney

APPROVED AS TO CONTENT:

Jon James, AICP
Director of Planning and Development Services

EXHIBIT A



Location Map ROW Encroachment

16 East Beauregard Avenue

Council District 3 - Harry Thomas

Neighborhood: Downtown

Scale: 1" approx. = 100 ft

Being S114.9 ft of Lot 25 & S114.9 ft of Lot 24, Block CC, San Angelo Catholic Block

Legend

Subject Properties:

CBD

Current Zoning:

N/A

Requested Zoning Change:

Downtown

Vision:

N



EXHIBIT B
PROPOSED AWNING AND EXAMPLE

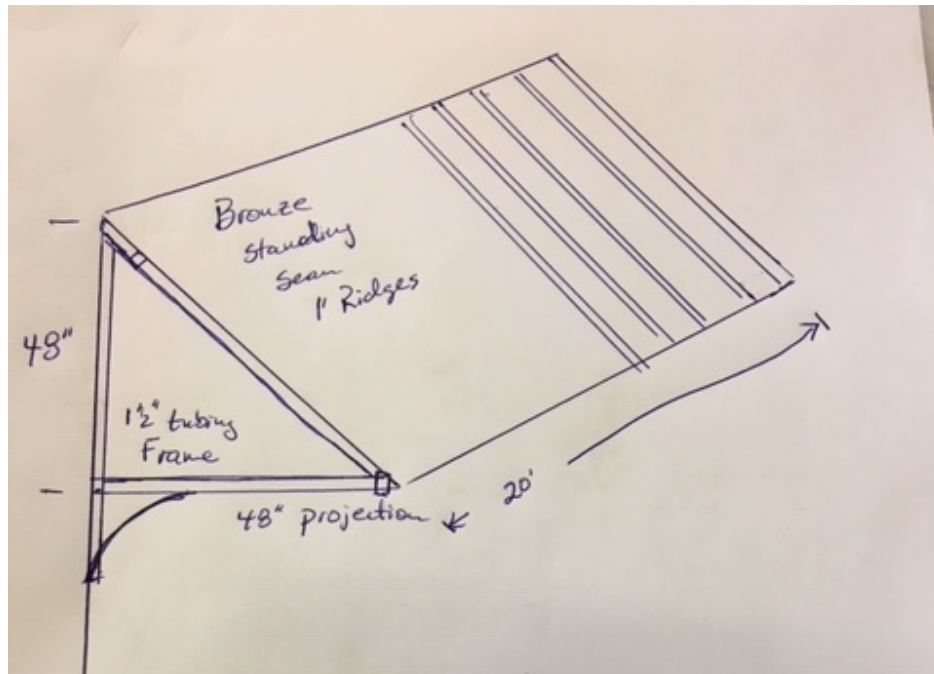


EXHIBIT "C"

TEMPORARY NONEXCLUSIVE RIGHT-OF-WAY USE LICENSE AGREEMENT

1. INDEMNIFICATION.

1.1 GENERAL INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF LICENSEE OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF LICENSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LICENSEE AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LICENSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LICENSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

1.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF LICENSEE IN PERFORMING UNDER THIS CONTRACT.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325.657.4210

Meeting Date: August 4, 2020

Item type: Consent Item

Caption:

Second reading of an ordinance approving Case Z20-08, a rezoning from the Single-Family Residential zoning district to the Neighborhood Commercial zoning district, being 0.138 acres at the southwest corner of W. Ave. V and S. Bryant Blvd. (Jon James)

Summary/History:

The applicant has applied for a rezoning from Single-Family Residential (RS-1) to Neighborhood Commercial (CN) on the subject property. He is considering plans for a new drive-thru grocery store that includes various food and beverage items, beer and wine. The property has remained vacant since at least 1972 according to historic aerial photographs.

Financial Impact:

N/A

Other Information/Recommendation:

On June 15, 2020, the Planning Commission unanimously recommended APPROVAL of the rezoning from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District on the property by a vote of 6-0.

On July 21, 2020, City Council unanimously APPROVED the rezoning by a vote of 7-0.

Attachments:

- | | | |
|----|-----------------------|---------------------------|
| 1. | Staff Report (Z20-08) | Staff Report (Z20-08).pdf |
| 2. | Ordinance (Z20-08) | Ordinance (Z20-08).docx |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval

CITY COUNCIL – July 21, 2020
STAFF REPORT



APPLICATION TYPE:		CASES:	
Rezoning		Z20-08: 501 W. Avenue V (Jimenez)	
SYNOPSIS:			
The applicant has applied for a rezoning from Single-Family Residential (RS-1) to Neighborhood Commercial (CN) on the subject property. He is considering plans for a new drive-thru grocery store that includes various food and beverage items, beer and wine. The property has remained vacant since at least 1972 according to historic aerial photographs (See Additional Information).			
LOCATION:		LEGAL DESCRIPTION:	
501 West Avenue V		Being Lot 8, Block 9, La Villita Heights Addition	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #3 – Harry Thomas Rio Vista Neighborhood	RS-1	Neighborhood Center	0.138 acres
THOROUGHFARE PLAN:			
South Bryant Boulevard – TXDOT - Urban Major Arterial Street, Required: 80' right-of-way, 64' pavement; Provided: 150' right-of-way, 100' pavement West Avenue V – Urban Local Street, Required: 50' right-of-way, 40' pavement or 36' with 4' sidewalk; Provided: 60' right-of-way, 36' pavement with no sidewalk			
NOTIFICATIONS:			
22 notifications were mailed within a 200-foot radius of the property on May 28, 2020. One response was received in favor, none against to date.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Center (CN) Zoning District on the subject property.			
PROPERTY OWNER/PETITIONER:			
Applicant: Mr. Obed Jimenez Owner: Ms. Eliza Blanche Martinez			
STAFF CONTACT:			
Jeff Fisher, AICP Principal Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Additional Information: When the City’s Comprehensive Plan was adopted in 2003, this property, as well as several blocks east and west of South Bryant Boulevard between West Avenue R and San Jacinto Street, was designated “Low Density Residential”. However, City Council changed this in 2009 with the adoption of its Strategic Plan Update “Vision Plan”. This changed the future land use designations for at least three lots extending on either side of South Bryant Boulevard to “Neighborhood Center” which allowed for small-scale, neighborhood-oriented commercial development. Since 2009, there have been several rezonings approved in the area to reflect the growing commercial/office nature along the South Bryant Boulevard corridor. These include rezonings to Office Warehouse (OW) for an electric services business at 2501 S. Bryant Boulevard (Z11-03); to Neighborhood Center (CN) at 2926 S. Bryant Boulevard which is now a retail plaza (Z14-32); to Neighborhood Center (CN) at 2713-2717 West Avenue W currently vacant (Z15-02); and to Neighborhood Center (CN) at 2616 South Bryant Boulevard for a retail plaza (Z17-16).

Rezoning: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request:

1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The proposed rezoning from RS-1 to CN reflects the continued trend towards more neighborhood commercial development adjacent to South Bryant Boulevard, reflective of the Neighborhood Center future land use designation. CN zoning allows a wide range of office and retail uses including the proposed drive-thru grocery store. Retail development in this location would be compatible with the Neighborhood Center policies to “promote a mix of various uses at key intersections to encourage the necessary infill, densification, and walkability necessary for Neighborhood Centers” and the goal of “residents of neighborhoods should be able to meet many of their shopping needs within ½ mile of their home”. The property as indicated is located along a commercial corridor at a key intersection (Bryant/Ave V) and a grocery store or other similar retail use would provide additional convenience to the surrounding Rio Vista neighborhood. At time of development, the Planning Division will require a sidewalk adjacent to South Bryant Boulevard consistent with the existing sidewalk south of West Avenue Y, and TXDOT’s requirement for the City to require sidewalks for new development along their roadways.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The subject property has a lot frontage of 50 feet facing West Avenue V, a lot depth of 150 feet, and lot area of 6,000 square feet which will comply with the minimum CN requirements of 50 feet of frontage, 80 feet of depth, and 6,000 square feet of lot area. Any future building will require a 25-foot front yard setback from the north property line facing West Avenue V and shall not exceed a floor area ratio of 0.60 of the lot area,

or 3,600 square feet. All structures taller than 3 feet shall be located outside of the 30' x 30' sight triangle formed at the corner of the property lines intersecting West Avenue V and South Bryant Boulevard. At time of development, the applicant will be required to install a minimum 6-foot high opaque privacy fence (wood, metal, or masonry) along the south and west property lines adjacent to residential zoning and uses. Any portion of this fence located in the first 25-foot front yard facing West Avenue V cannot be taller than 4 feet as required by the Zoning Ordinance. The applicant will also require one parking space per 200 square feet of retail floor area accessible to the public. Finally, any drive-thru facility will require a minimum of four vehicle stacking spaces to the order box and an additional four spaces between the order box and pick-up window unless they are in the same location, than a total of four spaces are required.

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* As indicated, City Council amended the Comprehensive Plan designation for at least three lots on either side of South Bryant Boulevard in this area in 2009, and since that time, more commercial development has taken place within a few blocks of the property. Planning Staff are mindful to avoid “leapfrogging” of having commercial development located in between residential uses, regardless of whether the Comprehensive Plan allows the opportunity for rezoning. In this case, the property is a corner lot, well-suited for commercial development, on a major arterial TXDOT roadway, and away from the majority of homes in the area. The property immediately to the west had a single-family home which was removed sometime between 2015 and 2018, and a new home could be built there. Staff believes that the requirement for an adjacent 6-foot high opaque privacy fence will mitigate any impact the commercial business may have on this home.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* As indicated, the subject property has remained vacant since at least 1972. While a home could be built here under the current RS-1 zoning, with adjacency to South Bryant Boulevard, it makes just as much sense for commercial development. This development could take advantage of its location fronting Bryant Boulevard and provide retail services to the surrounding residential area.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* The subject lot is not located within any floodway or floodplain and there is no anticipated adverse impacts on the environment. A review of grading, drainage, and stormwater would be conducted at time of permitting.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Planning Staff believe there is a demonstrated community need for a retail store in this area, including the option for a drive-thru grocery. The applicant's proposal would include food, beverages, beer and wine. Most of these businesses in San Angelo are either large-scale grocery stores (i.e. curbside pickup for HEB and Wal-Mart), or beer and wine only (i.e. Pinky's, beer barns). The convenient location off of South Bryant Boulevard will allow residents who live close-by to obtain groceries quickly without having to leave their vehicle.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The property was platted in its current configuration in 1945 as part of the La Villita Heights Subdivision. The property would have access from West Avenue V which is conveniently located next to South Bryant Boulevard, a major arterial road designed to carry heavy traffic. Vehicles travelling northbound on Bryant Boulevard would be able to continue north to Avenue T then turnaround and travel southbound to access the site (as there is a median restricting northbound access from Avenue V). Planning Staff understands that TXDOT may restrict a second driveway access from Bryant Boulevard, and therefore, the applicant can work with Staff on alternative options if a second access is desired.

Planning Commission Recommendation:

On June 15, 2020, the Planning Commission recommended unanimous **APPROVAL** by a vote of 6-0 of a request for approval of an ordinance rezoning property from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, being 0.138 acres at the southwest corner of West Avenue V and South Bryant Boulevard as identified on the attached maps. The following is the complete excerpt of the draft minutes from the June 15, 2020 meeting for this case:

Jeff Fisher, Principal Planner presented the proposed rezoning request from RS-1 to CN. He explained that this area was originally designated in the 2003 Comprehensive Plan as Low Density Residential but changed with the Strategic Update in 2009 to Neighborhood Center which allows underlying CN zoning. He indicated that the applicant wants to construct a drive-thru grocery store but that the CN zone would allow other retail uses as well. Mr. Fisher displayed a zoning map and photographs of the surrounding area for the Commissioners showing other nearby commercial rezonings. He explained that at time of development, the applicant would require a sidewalk along South Bryant Boulevard, and privacy fencing along the south and west property lines adjacent to residential zoning.

Mr. Fisher outlined Staff's rationale to recommend approval of the rezoning on the grounds that it is compatible with the Neighborhood Center Future Land Use; that the lot complies with the CN development standards; that the development is compatible with surrounding commercial uses; that the property has remained vacant since at least 1972; and that there is adequate space for a drive-thru on the subject property.

Chair Stribling opened public comment.

Hillary Bueker, Planning Manager, indicated that she did not believe the applicant was available today.

Chair Stribling closed public comment.

Vice Chair Jackson made a motion to recommend APPROVAL of an ordinance rezoning property from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, being 0.138 acres at the southwest corner of West Avenue V and South Bryant Boulevard. Commissioner Spano seconded the motion. The motion carried unanimously, 6-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVAL** of a Rezoning from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Center (CN) Zoning District on the property located at 501 West Avenue V.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Response Letter
Zone Change Criteria Sheet
Application



Rezoning

Z20-08: 501 W. Ave V (Jimenez)

Council District: Harry Thomas -District 3

Neighborhood: Rio Vista

Scale: 1" approx. = 134 ft

501 W. Ave V, 0.138 acres

Legend

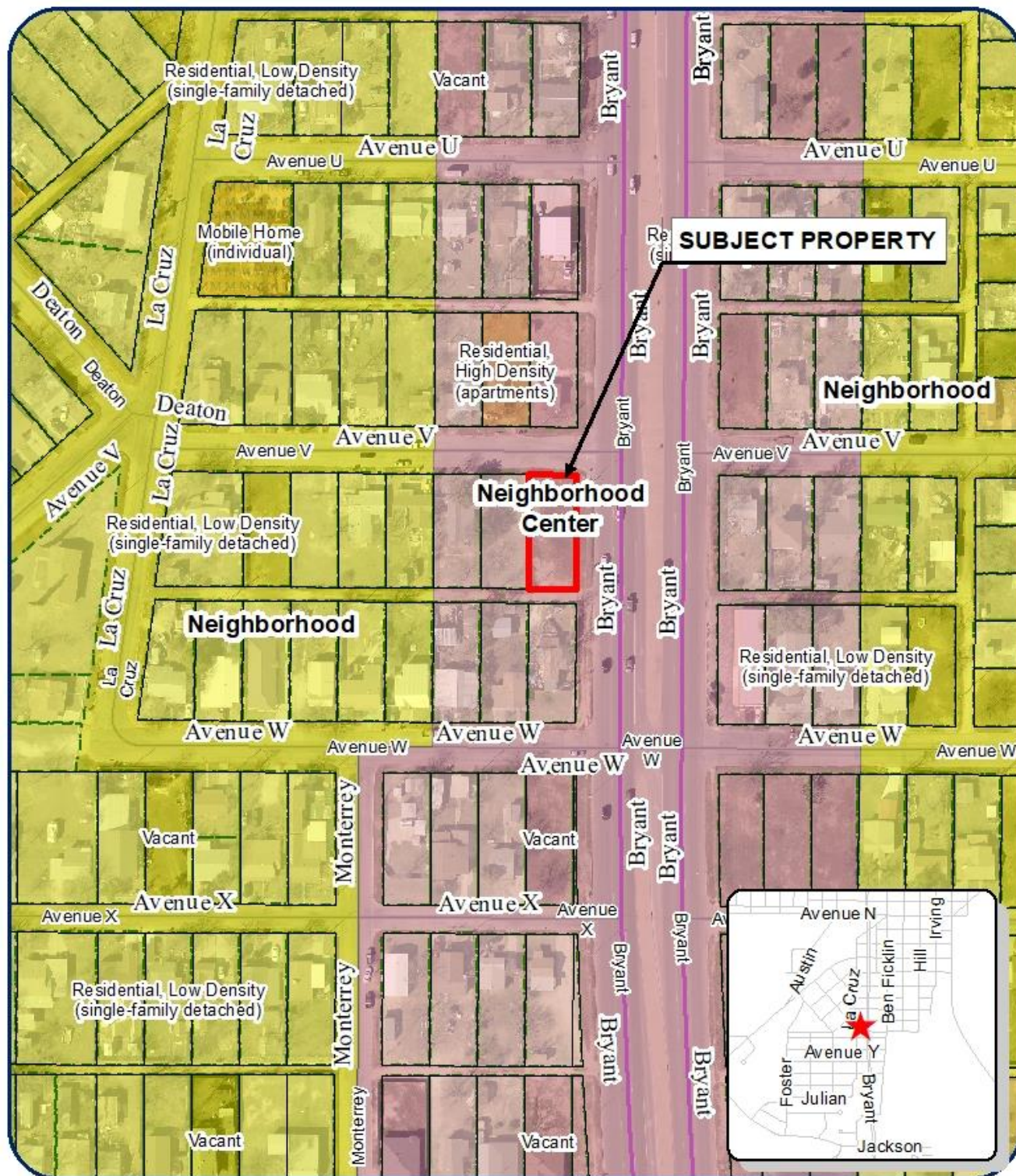
Subject Properties: —

Current Zoning: RS-1

Requested Zoning Change: CN

Vision: Neighborhood Center





Rezoning

Z20-08: 501 W. Ave V (Jimenez)

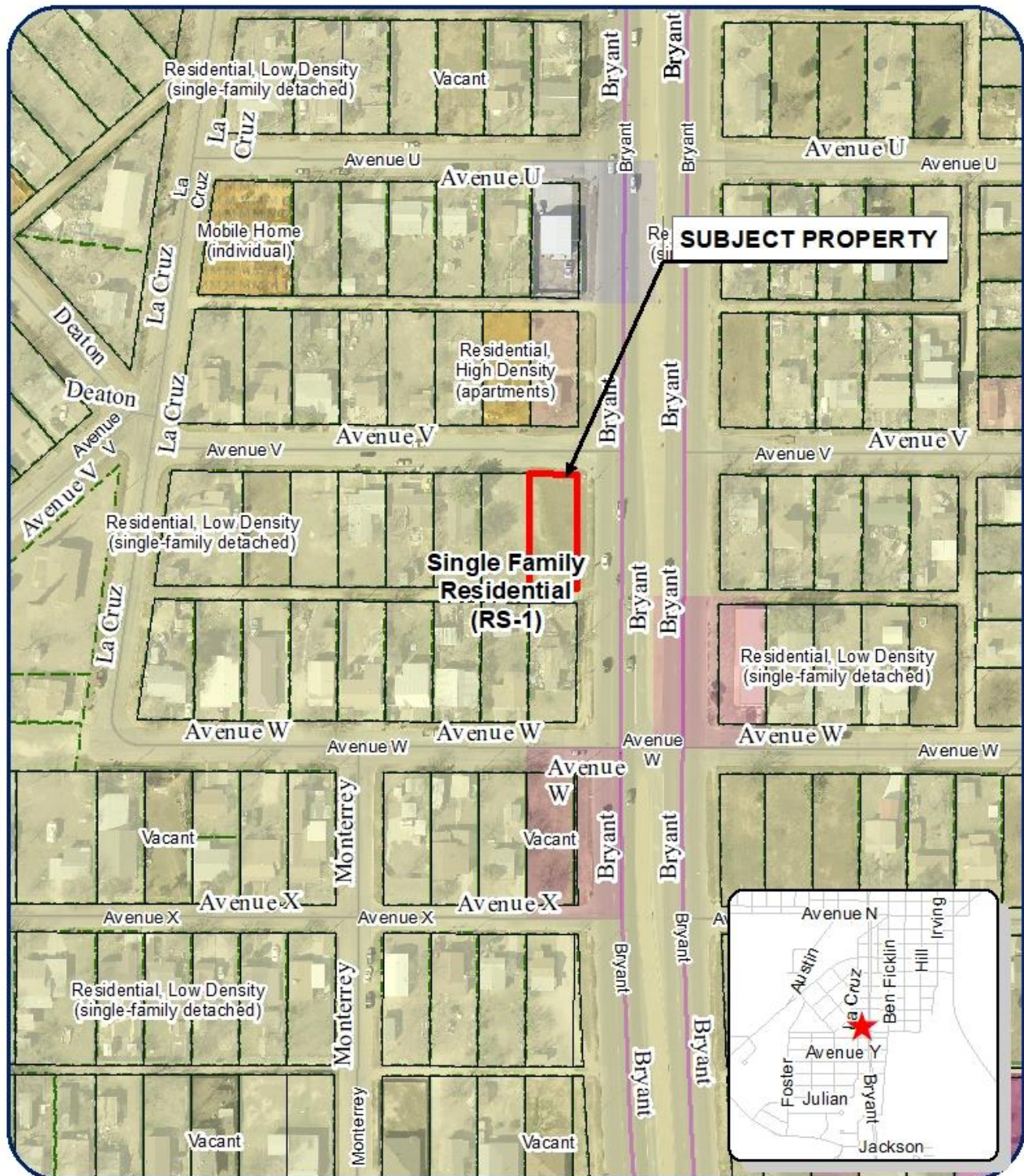
Council District: Harry Thomas - District 3
Neighborhood: Rio Vista
Scale: 1" approx. = 134 ft

501 W. Ave V, 0.138 acres

Legend

Subject Properties:
Current Zoning: **RS-1**
Requested Zoning Change: **CN**
Vision: **Neighborhood Center**



**Rezoning****Z20-08: 501 W. Ave V (Jimenez)**

Council District: Harry Thomas - District 3

Neighborhood: Rio Vista

Scale: 1" approx. = 134 ft

501 W. Ave V, 0.138 acres**Legend**Subject Properties: —Current Zoning: **RS-1**Requested Zoning Change: **CN**Vision: **Neighborhood Center**

Photos of Site and Surrounding Area

NORTH ON SOUTH BRYANT BLVD.



SOUTH ON SOUTH BRYANT BLVD.



EAST ON W. AVENUE V



WEST AT W. AVENUE V



SOUTH AT PROPERTY



WEST AT PROPERTY



TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(☒) IN FAVOR () IN OPPOSITION

REASON(S) In Support of our community
and small bussiness requests!

NAME: Manuela S. Rodriguez

ADDRESS: 33 E 18th
San Angelo TX 76903

SIGNATURE: Manuela S. Rodriguez

Z20-08: 501 W. Avenue V (Jimenez)

property owner number: 21

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Principal Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

Sec. 212. Amendments to Text or Official Zoning Map

G. Amendment Criteria. The wisdom of amending the text of this Zoning Ordinance or the Official Zoning Map is a matter committed to the sound legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt, adopt with modifications or deny the proposed amendment, the City Council shall at a minimum consider the following factors.

1. Compatible with Plans and Policies. Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.

The proposal C-N zone is compatible with the C-N nature.

2. Consistent with Zoning Ordinance. Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.

The plan is to put in a drive thru that will meet all set backs.

3. Compatible with Surrounding Area. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.

There is commercial development facing highway 87 and there is also a commercial plaza across the street.

4. Changed Conditions. Whether and the extent to which there are changed conditions that require an amendment.

There was never a house built and the lot is vacant.

5. Effect on Natural Environment. Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment

N/A

6. Community Need. Whether and the extent to which the proposed amendment addresses a demonstrated community need.

The drive thru will provide easier access to merchandise out of the convenience of their vehicle.

7. Development Patterns. Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.

The lot was already subdivided and will not change shape. Access available from west Avenue V.

Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue
Application for Approval of a Zone Change



Section 1: Basic Information

Name of Applicant(s): Obed Jimenez

☐ Owner ☒ Representative (Notarized Affidavit Required)

501 W Ave V San Angelo TX 76903
Mailing Address City State Zip Code
3256508062 osrj0711@gmail.com

Contact Phone Number 12171 old mill road Contact E-mail Address TX 76904
Subject Property Address San Angelo City State Zip Code

Acres: 0.138, Lot: 8, Blk: 9, Subd: LA Villita Heights ADDN

Legal Description (can be found on property tax statement or at www.tomgreencad.com)

Existing Zoning: RS-1 Proposed Zoning: C-N Lot size: 50'X120'

(Zoning Map available on [City Maps](#))

Section 2: Site Specific Details

Existing Use of Property: Vacant lot

*Proposed Use of Property: Drive Thru refreshment store

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

- ☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;
- ☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
- ☒ If approved, a zone change is applied to the property, not the property owner.
- ☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.
- ☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.
- ☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
- ☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.
- ☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

<u>Eliza Blanca Martinez</u>	<u>Eliza Blanca Martinez</u>		<u>5-11-2020</u>
Owner Name (Print)	Signature	Company/Organization (If Applicable)	Date
<u>Obed Jimenez</u>	<u>Obed Jimenez</u>		<u>5/8/2020</u>
Representative Name (Print)	Signature	Company/Organization	Date

FOR OFFICE USE ONLY:

☐ Verified Complete ☐ Verified Incomplete

Date of Application: ____/____/____

Case No.: Z ____ - ____

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ ____ Receipt #: ____ Date paid: ____/____/____

Sign Deposit \$37.50 Receipt #: ____ Date paid: ____/____/____

Affidavit attached? ☐ Yes ☐ No ☐ N/A Applicant's signature on information sheet? ☐ Yes ☐ No

Previous Zone Change Inquiry? ☐ Yes ☐ No If yes, ZCI case no.: ____ - ____

River Corridor Commission? ☐ Yes ☐ No If yes, RCC meeting date: ____/____/____

Planning Commission hearing date: ____/____/____ Date notifications due: ____/____/____

City Council hearing date: ____/____/____ Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: ____ Date: ____/____/____

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **LOT 8 IN BLOCK 9, LA VILLITA HEIGHTS ADDITION; LOCATED AT THE SOUTHWEST CORNER OF SOUTH BRYANT BOULEVARD AND WEST AVENUE V BEING 0.138 ACRES**, FROM THE SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT TO THE NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z20-08: 501 West Avenue V (Jimenez)

WHEREAS, on the 15th day of June, 2020, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Neighborhood Commercial (CN) Zoning District; and,

WHEREAS, on the 21st day of July, 2020, City Council held a public hearing on Z20-08, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned NEIGHBORHOOD COMMERCIAL (CN) Zoning District:

The real property generally located at the southwest corner of South Bryant Boulevard and West Avenue V, specifically being Lot 8 in Block 9 of the La Villita Heights Addition, comprising a total of 0.138 acres, San Angelo, Tom Green County, Texas.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit A** of this Ordinance.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED with public hearing on the **21st day of July, 2020**, and finally PASSED, on this the **4th day of August, 2020**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

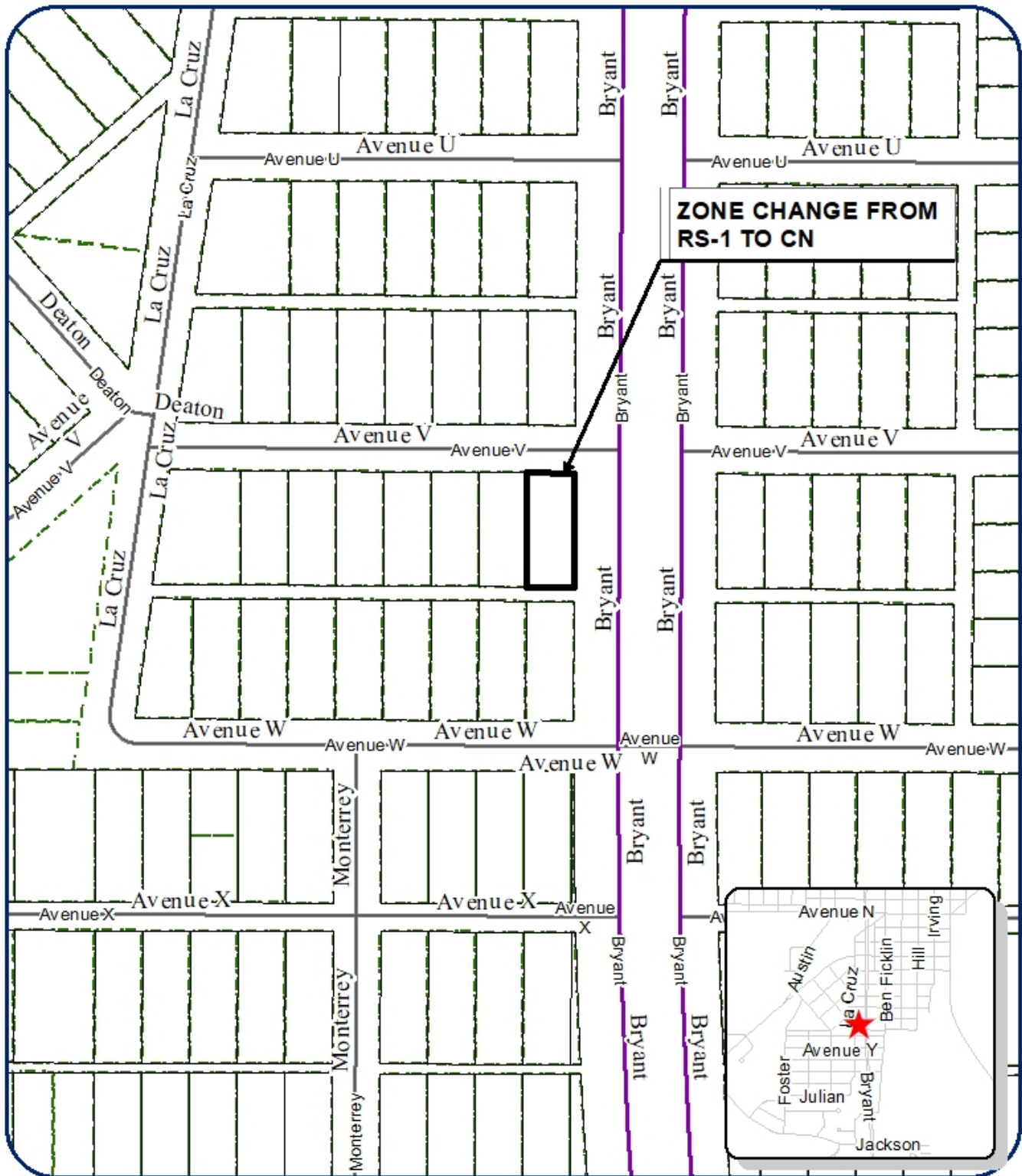
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Rezoning

Z20-08: 501 W. Ave V (Jimenez)

Council District: Harry Thomas -District 3

Neighborhood: Rio Vista

Scale: 1" approx. = 134 ft

501 W. Ave V, 0.138 acres

Legend

Subject Property: 

Current Zoning: RS-1

Requested Zoning Change: CN

Vision: Neighborhood Center



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services, 325-655-0824

Meeting Date: August 4, 2020

Item type: Regular Item

Caption:

Consider approving an amendment to the Infill Incentive Program to include relocation of decent and structurally sound existing homes to neighborhoods targeted for revitalization (Presentation made by Neighborhood and Family Services Director Bob Salas and Ms. A'Lisa Denny)

Summary/History:

On October 1, 2019, Council approved \$200K for an Infill Incentive program that incentivizes developers willing to construct new homes consisting of either single-family housing, duplexes, or a small apartment project with no more than 8 units in one of the six neighborhoods targeted for revitalization. For eligible projects, a \$5,000 per unit incentive can be paid at the completion of the project to be used at the discretion of the developer. The program is first-come-first-served and continue until funding is exhausted. Currently, the program has a \$60K balance.

There is an opportunity to relocate several homes from the Baptist Memorial Retirement campus to the Ft Concho neighborhood to create a new housing development called Rio Rancho Estates. These homes to be relocated are decent and structurally sound. Staff is asking Council to consider amending the program to include relocated homes.

Financial Impact:

Amendment to the program will not alter the financials since the \$200K has already been budgeted.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | Infill Development Incentive Program - update 7-21-2020 | Infill Development Incentive Program - update 7-21-2020.docx |
| 2. | Rio Rancho Presentation | Rio Rancho Presentation.pdf |

Presentation:

Approvals/Reviews:

Bob Salas	Created/Initiated
Theresa James	Approved
Tina Dierschke	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval

Infill Development Incentive Program



**Community & Housing Support Division
City of San Angelo, Texas**

Updated

July 21, 2020

GOAL.

The primary goal of the Infill Development Incentive Program is to encourage infill development within the neighborhoods targeted for revitalization pursuant to the City's Neighborhood Revitalization Plan (NRP) to make a positive impact on those neighborhoods in terms of reducing the crime rate, increasing property values, encouraging new home starts, reducing code compliance issues, and the elimination of slum and blight. In addition to tangible benefits, there are intangible benefits that are just as important such as pride of homeownership and being part of a neighborhood. Moreover, neighborhood revitalization has proven to be successful in helping to spur economic development.

Although it takes years for a city's revitalization investments to bear fruit, San Angelo has already seen benefits with its clean up and redevelopment of aging and neglected neighborhoods. This Infill Development Incentive program will be an additional tool in the City's neighborhood revitalization toolbox and support the City's NRP goals.

PROGRAM DESIGN.

The program is managed by the Community & Housing Support (CHS) staff and is open to any housing developer willing to build new home construction consisting of either single-family housing, duplexes, or a small apartment project with no more than 8 units, or relocate decent and structurally sound homes in one of the six neighborhoods targeted for revitalization (henceforth referred to as a project). For eligible projects, a \$5,000 per unit incentive will be paid at the completion of the project to be used at the discretion of the developer. The program will be first-come-first-served and continue until funding is exhausted. Attached are maps of the vacant lots across the city to date and of the neighborhoods targeted for revitalization.

Developers will have up to eight (8) months from the application date to complete the project or forfeit the incentive payment. Once completed, developers will present a Certificate of Occupancy (CO) to the CHS staff in order to receive payment.

APPLICATION AND ELIGIBILITY.

Developers must first contact the City's CHS staff located at 52 W. College, 325-655-0824 when a permit is issued and before starting construction. Staff will verify that the property is in an eligible location and ensure there are funds available. If eligible, staff will earmark funds for each approved project based on permit information. Applications will be accepted until the funds available are exhausted. Projects with a permit dated on or after October 1, 2019 is eligible on vacant lots with or without existing sewer/water infrastructure. For relocation project, CHS staff will inspect the home prior to approving and earmarking incentive funds.

CHS staff will determine if a project is eligible based on the boundaries established in the City's Neighborhood Revitalization Plan (NRP) as updated on February, 2018 which includes the Blackshear, Reagan, Ft Concho, Rio Vista, Lakeview, and Belaire neighborhoods.

- **Blackshear** is located in the northwest section of the city bounded by 29th St on the north, N. Chadbourne to the east, Houston Hart to the south, and the railroad tracks to the west.
- **Reagan** area is located on the northeast section of the city bounded by 29th St on the north, N. Chadbourne on the west, Houston Hart on the south, and Armstrong and N. Main St on the east.
- **Ft Concho** area is located in central San Angelo bounded by Houston Hart on the north, Bell St and Lowrie Ave on the east, Main St and Hill on the west, and Rio Concho River on the south.
- **Rio Vista** neighborhood is located in the south end of the city bounded by S. Chadbourne and Metcalf St on the east; Ave I and Ave L on the north; Hill St, the railroad tracks, and Foster on the east; and Arroyo Drive, W Ave X on the south.
- **Lakeview** is located in the north end of the city bounded by Armstrong to the east; E. 50th, Grape Creek Rd, and Cauley Lane to the north; Bryant and Lake Drive to the west; and 29th and 28th Streets to the south.
- **Belaire** is bounded by Paint Rock Road to the south; Loop 308 to the east; Concho River to the north; and Bell Street to the west.

PAYMENT

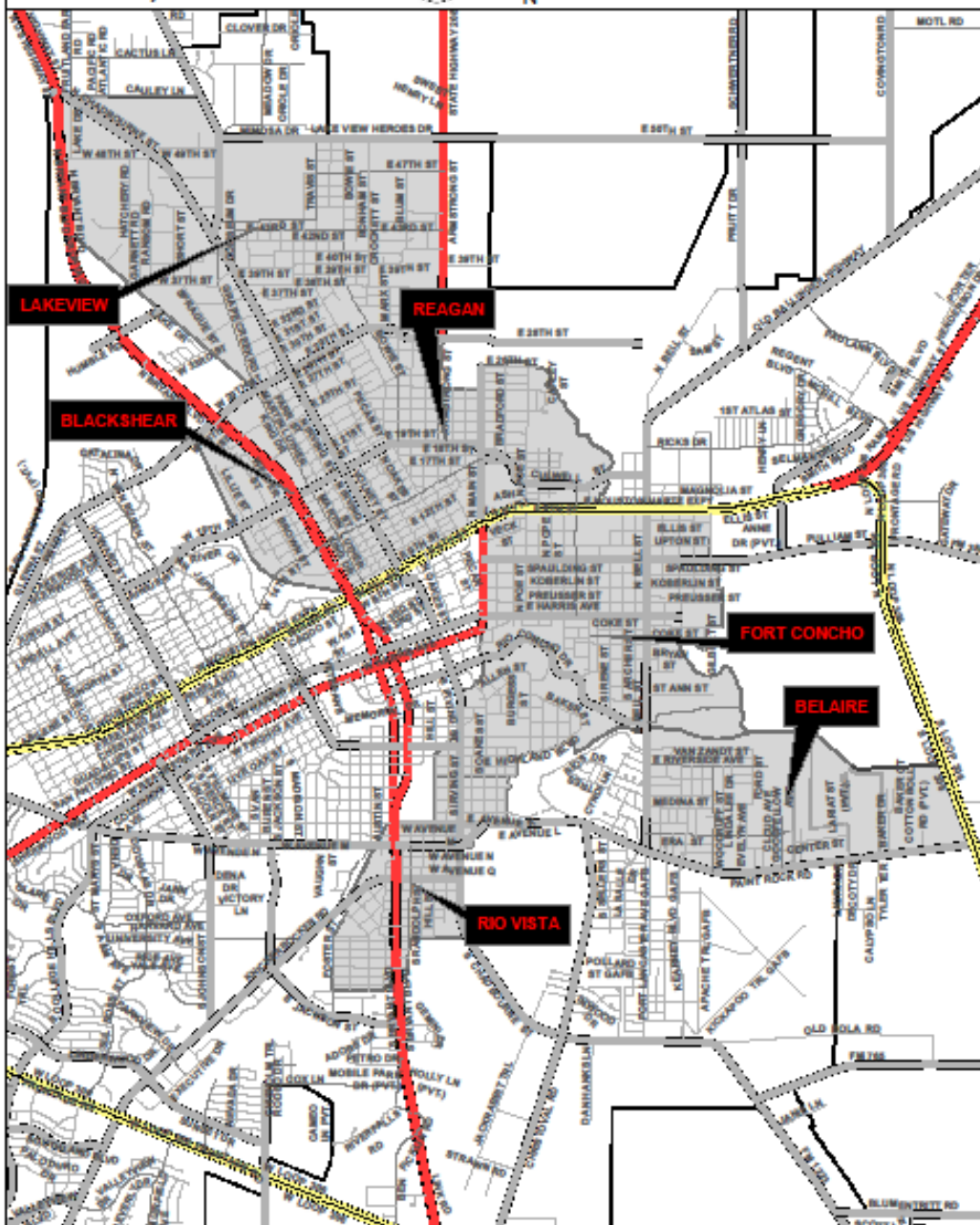
Upon completion of the project, developers will present a Certificate of Occupancy (CO) to CHS staff who will then submit a payment request. Be aware that payment may take up to two weeks after submission of the payment request.

Date: 2/2/2018
 COSA GIS Division
 Copyright 1987 - 2018 City of San Angelo

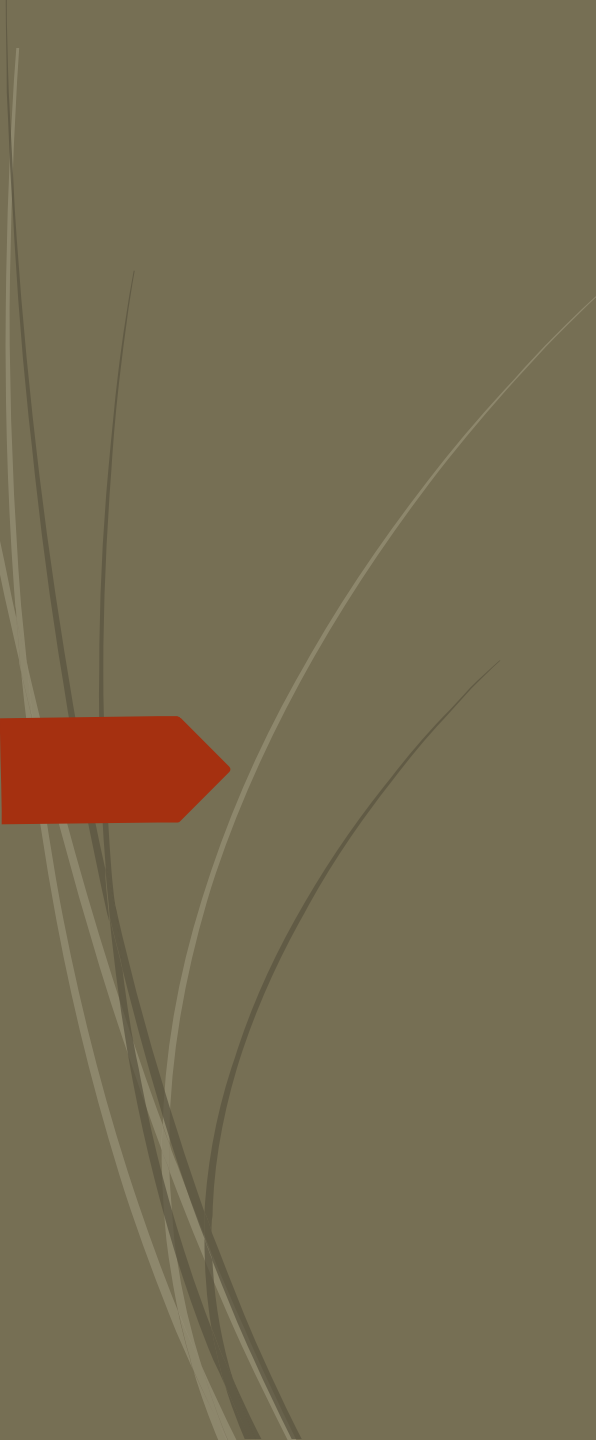


Community Development Target Area Map

1 inch = 5,375 feet



Document Path: Y:\GISFiles\Dept Neighborhood Family Services\Functions\Target Areas COBG\workarea\2018_Community_Development_Areas.mxd



Request for Consideration Infill Incentive Program San Angelo, Texas July 2020

Presented to: Mr. Robert Salas

By A'Lisa M. Denny

Application for Exception for Funding

- With consideration of the **Infill Incentive Program**, we propose that several houses from the Baptist Memorial Retirement Campus be **approved for relocation to the platted buildable lots, which extend from Rio Concho Drive, across Buchanan St. and end at Irene St. in San Angelo, Texas.**
- This area is **not part of the protected River Corridor**, and for years has been vacant, undeveloped land which became an informal city “dump.”
- In an effort to improve, protect and develop this beautiful property, **substantial trash and debris have been removed.**
- The property totals 8.5 acres, which have been **fenced and gated**. It's located across the street from River Point Apartments, a subsidized Multi-Family Apartment Complex.
- Through a collaboration with Baptist Memorial, and SKG Engineering, we are able to substantially improve and **accelerate** this project.
- Approval of funding in the Infill Program, will immediately improve this oppressed neighborhood, provide much needed housing and **generate immediate tax revenue for the city.**

Proposed move of 1000 to 2000-sq ft 3/2 and 2/2 Homes, with Brick or Stucco Exteriors and attached Garages

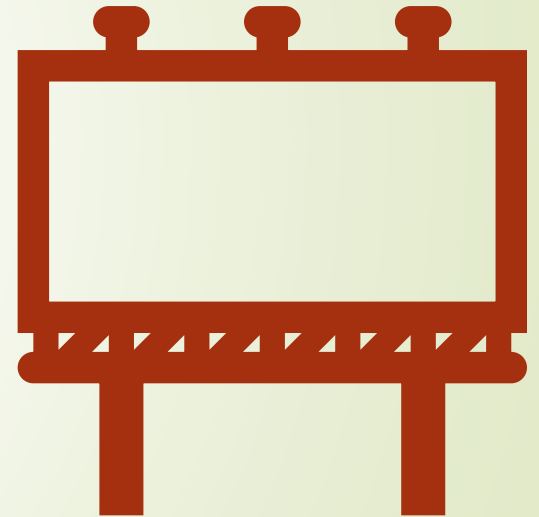
- These homes are pier and beam construction, not modular construction. They will be valued at between \$150,000 and \$250,000 once they are in place and landscaped on the lots. This will not only **offer upscale affordable homes desperately needed in the community**, but will also generate immediate property tax revenue for Tom Green County.
- This humanitarian effort will **increase foot traffic downtown and help support local business owners**.
- Improvement of this oppressed area will lead to **future development in the area and add caliber to the home sizes and values currently existing**.





Sample of Future Marketing for this Development....

- Because of my 30-year background in Advertising and Marketing... I am able to design, produce and promote this effort, at no cost to the city.
- Funds Allocated will help expedite and improve the property values.
- This is a win-win for the city of San Angelo, Texas as well as the people.





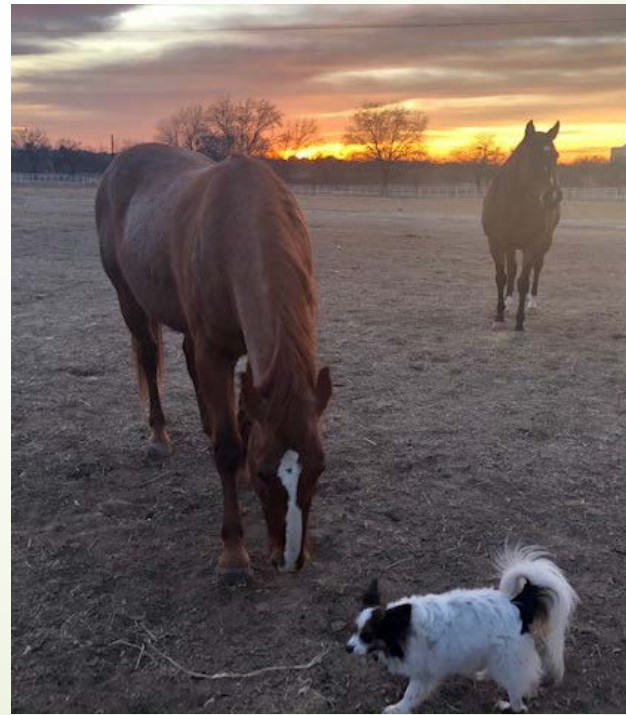
Rio Rancho Estates

San Angelo's newest and most unique gated housing solution...
located right in the heart of historic downtown!

Welcome Home...

To Rio Rancho!

- Country living feel with all of the amenities of city life! Observe a vast selection of wildlife right from your own backyard, seemingly undisturbed by your presence.
- This unprecedented development offers a unique and yet affordable lifestyle for those wanting to be immersed in nature, while being mere seconds from downtown and the Concho River.





This unique housing solution is sure to be a model for future other similar developments!

If you are a San Angelo native or simply new to the area, we are SURE you will be amazed at what Rancho Rio Estates, in scenic Downtown San Angelo, has to offer! This is “Country Living Right Down Town!”

Whether you are bicycling, kayaking, or visiting a local restaurant or art gallery, San Angelo has something for everyone. Even just pure relaxation is yours!

The serenity, Southern hospitality and a plethora of outdoor activities in the Concho Valley are sure to delight you.



Questions?

A'Lisa Denny

734.516.7307

alisamdenny@gmail.com

www.RioRanchoLiving.com

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Engineering Services, 325-657-4201

Meeting Date: August 4, 2020

Item type: Regular Item

Caption:

Consider awarding ES-07-20 Friction Seal for Pavement Preservation to Pavement Restoration, Inc. in the amount of \$679,805, budgeted in fiscal year 2020 and authorizing the City Manager to negotiate and execute all related documents (Presentation made by City Engineer Lance Overstreet)

Summary/History:

The City of San Angelo solicited bids for the application of GSB-FrictionSeal as a method of pavement preservation on San Angelo's roadways. One response was received from Pavement Restoration, Inc.

This project is a continuation of the joint effort between Operations and Engineering to research alternatives to seal coat. To date we have successfully applied 2 cycles of the HA5 product.

GSB-FrictionSeal is designed to be applied on pavements in fair or non-poor condition as described in various industry-accepted pavement condition analysis methods which could otherwise accept chip seal or similar non-structural surface treatments.

It consists of an emulsified Gilsonite-asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, a polymer additive, and the simultaneous application of a suitable fine-aggregate to maintain adequate surface friction.

Financial Impact:

The award will be in the amount of \$679,805.00 and is budgeted in the Street and Bridge Division's budget for FY'20.

Other Information/Recommendation:

Staff recommends awarding RFB ES-07-20 GSB-FrictionSeal to Pavement Preservation, Inc.

Attachments:

- | | | |
|----|--------------------------------|--------------------------------|
| 1. | FSE Bid | FSE Bid.pdf |
| 2. | GSB Friction Seal Presentation | 6b GSB Friction Seal 2020.pptx |

Presentation:

Approvals/Reviews:

Charles Michalewicz
Lance Overstreet
Theresa James

Created/Initiated
Approved
Approved

Nolan Sosa
Tina Dierschke
Theresa James
Julia Antilley

Approved
Approved
Approved
Final Approval



5. REQUIRED SUBMISSION FORMS

Submit all the following:

- One (1) unbound original (binder clips are acceptable)
Please clearly indicate the original as such.
- Three (3) bound copies (binders, staples or binder clips are acceptable)
- One (1) copy in PDF format on USB Flash Drive of submission including all required RFB forms.

Failure to submit required forms may result in the rejection of your submission.

Please submit all forms in the following order:

- ☒ Specifications Worksheet
- ☒ Bid Sheet
- ☒ Contact Information Form
- ☒ IRS Form W-9
- ☒ Addenda Acknowledgment Form
- ☒ Conflict of Interest Questionnaire
- ☒ Debarment and Suspension Certification
- ☒ Local Preference Consideration Application & Economic Impact Details
- ☒ Vendor Compliance with Reciprocity on Non-Resident Vendors
- ☒ List of References
- ☒ List of Proposed Subcontractors
- ☒ Vendor Safety Record
- ☐ Special Insurance Rider
- ☒ Certificate of Insurance (ACCORD 25 FORM)
- ☒ Verification Relating to Prohibited Contracts – Israel
- ☒ Draft Contract Cover Acknowledgement

1295 Form Requirement

After Council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required within thirty (30) days following the date of Council action. Failure to submit the original and executed Form 1295 via mail to Purchasing within the prescribed time limit may result in loss of contract(s).

Anti-Lobbying Agreement

In submitting its bid, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the bid.

SUBMIT ALL FORMS BEYOND THIS POINT



Specifications Worksheet

Please indicate a yes or no on the below information.

Item	DESCRIPTION	YES	NO	If NO, provide explanation.
1	Completion of project within specified number of days	☒	☐	
2	Completion of project by City's deadline	☐	☒	ESTIMATED JULY 2020
3	Vendor is not debarred/suspended	☒	☐	
4	Perform cleanup operations (sweeping, etc.) as directed by the Engineer	☒	☐	

SEE ME
BELOW

Projected calendar days to start after PO is received 15-30 DAYS

Estimated completion of project (in calendar days) 20 WORK DAYS

PLEASE PRINT

ROBERT WIGGINS

COMPANY NAME

PAVEMENT RESTORATION INC

ITEM 2. NOTE: - THIS PRODUCT CAN ONLY BE PUT DOWN IN
THE SPRING AND FALL AS IT IS TEMPERATURE
SENSITIVE.

- THIS TREATMENT WILL NEED TO BE SCHEDULED IN
THE LATE FALL 2020

Project:		GSB - Friction Seal 2020					
Project Number		ES - 07 - 20					
Location:		Base Bid					
Description:		Sections 1 - 3					
Open Date:		May 19, 2020 at 3:30 p.m.					
Contractor:							

Pavement Improvements						
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
1	500	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1		83518.90
2	SPECIAL	GSB-Friction Seal Application in Accordance with Attached Bid Items and Specifications	SY	194,230		596286.10
TOTAL:						679805.00

Contingency to be added to award amount



Bid Sheet

Please complete attached excel file with unit prices and include totals below.*

Options will be selected and purchased based on available funding. The bid will be awarded based on lowest responsible bidder.

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

The item "Contingency" is included for additional work that may be performed. The total unit cost for this line item may not be paid in full. The vendor shall submit change order requests within the contract to the City consistent with the requirement of the Owner's Construction General Conditions of the contract documents. Generally, change order requests will be funded by the "CONTINGENCY" line item. The vendor shall include the cost for this item in the "Total Base Bid".

TOTAL BASE BID = \$ 679805 Dollars and 00 Cents

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Unit quantities may be adjusted to determine final contract amount. Funding availability may also determine final contract amount.

A Performance Bond and Payment Bond will be required based on the Total Base Bid.

Liquidated Damages

Timely completion of this project is necessary to prevent delays in street reconstruction project(s) and to minimize project impact to the public.

Should the vendor not complete the work at a permitted site within the required time period, the City may, at its option, assess a \$1,500.00 per day delinquent charge against the vendor until such time as work at the site is complete. Estimated Completion Time is 90 Calendar Days.

PLEASE PRINT

ROBERT WIGGINS

COMPANY NAME

PAVEMENT RESTORATION Inc

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

PAVEMENT RESTORATION INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

5423 N 59TH ST

City, state, and ZIP code

TAMPA FL 33610

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Employer identification number

1	4	-	1	9	3	4	2	0	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶ ROBERT WIGGINS

Digitally signed by ROBERT WIGGINS
DN: cn=ROBERT WIGGINS, o=ou,
email=PAVERESTORE@MSN.COM, c=US
Date: 2013.06.12 07:43:33 -05'00'

Date ▶ 5/12/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Contact Information

AUTHORIZED AGENT • PLEASE PRINT

An Authorized Agent for an entity pursuant to this solicitation is an individual duly authorized by the entity and having full capacity to bind the entity. Authorized Agent may include an Officer of a corporation, a General Partner of a partnership, a Managing Member of a limited liability company, or any other individual who has been granted such authority in writing executed by an individual having authority to bind the entity. City reserves the right to require written verification of an individual's authority to act on behalf of an entity.

NAME ROBERT Wiggins	
TITLE PRESIDENT	E-MAIL ROB.W@PAVERESTORE.COM
SIGNATURE 	DATE 5/12/20

PRIMARY CONTACT • PLEASE PRINT

Complete if different from above.

NAME	
TITLE	E-MAIL
SIGNATURE	DATE

VENDOR DETAILS • PLEASE PRINT

VENDOR NAME PAVEMENT RESTORATION Inc	
PHONE 813-323 2710	FAX 830-336 3484
WEBSITE WWW.PAVERESTORE.COM	
MAILING ADDRESS 111 VALLEY KNOLL	
CITY / STATE / ZIP BOERNE TX 78006	
PHYSICAL ADDRESS (NO PO BOXES) 111 VALLEY KNOLL	
CITY / STATE / ZIP BOERNE TX 78006	

☒ ATTACH IRS FORM W-9

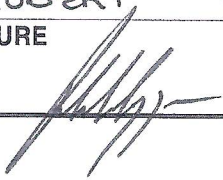


Addenda Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

ADDENDUM NO. 1 DATED	<u>5/13/20</u>	RECEIVED	<u>5/13/20</u>
ADDENDUM NO. 2 DATED	<u> </u>	RECEIVED	<u> </u>
ADDENDUM NO. 3 DATED	<u> </u>	RECEIVED	<u> </u>

AUTHORIZED AGENT • PLEASE PRINT

COMPANY NAME PAVEMENT RESTORATION Inc	ADDRESS 111 VALLEY KNOLL
CITY/STATE BOERNE TX	ZIP 78006
NAME ROBERT WIGGINS	TITLE PRESIDENT
SIGNATURE 	DATE X



CITY OF SAN ANGELO
PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903
(325) 657-4219 • sapurch@cosatx.us • www.cosatx.us

Addendum One

Date May 13, 2020
Solicitation ES-07-20 Friction Seal for Pavement Preservation RFB
Webpage <https://www.cosatx.us/Home/Components/RFP/RFP/1565/311>
Public Opening May 19, 2020 at 3:30 PM Local Time via Zoom

The following clarifications, changes, additions, and/or deletions are hereby made to the solicitation:

I. Zoom Public Opening Details:

The City of San Angelo - Purchasing Office invites you to a scheduled Zoom meeting.
Topic: [Bid Opening] ES-07-20/Friction Seal
Time: May 19, 2020 03:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85376153559?pwd=YUdXMVBUbzVVVWk5FU0JsT1NMYnZSdz09>

Meeting ID: 853 7615 3559 | Password: ES0720

One tap mobile

+13462487799,,85376153559#,,1#,486552# US (Houston)
+16699006833,,85376153559#,,1#,486552# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston) | +1 669 900 6833 US (San Jose) | +1 253 215 8782 US (Tacoma)
+1 301 715 8592 US (Germantown) | +1 312 626 6799 US (Chicago) | +1 929 436 2866 US (New York)

Meeting ID: 853 7615 3559 | Password: 486552

Find your local number: <https://us02web.zoom.us/j/85376153559?pwd=YUdXMVBUbzVVVWk5FU0JsT1NMYnZSdz09>

II. Questions + Answers:

Q: The RFB Invitation 1.1 states an estimated Project start date of July 2020 - is the estimated project start date of July flexible with the city as GSB Friction Seal is temperature sensitive and its Performance Specification will only allow it to be applied when Temperatures cool after the summer and well into the Fall 2020 or Spring 2021 ?

A: While the start date in the RFB documents indicates an approximate July 2020 start date, it is understood that out of specification temperatures for the GSB-Friction Seal product application may occur during the summer months. Therefore, the City can be flexible on this start date going into Fall 2020.

For other questions or clarifications, please contact the Purchasing Division at SAPurch@cosatx.us. The deadline to submit questions is 7 days before the Due/Open date and has now passed.

Sincerely,

A handwritten signature in black ink, appearing to read "Nolan A. Sosa".

Nolan A. Sosa
Purchasing Manager



Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid bids, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in dark ink, appearing to read "Nolan A. Sosa".

Nolan A. Sosa
Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO

Local Government Officers of the City of San Angelo as defined by Chapter 176 of the Texas Local Government Code (Revised 03/10/2020)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers who submit bids/bids), Local Government Officers are:

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor

Councilmembers:

Tommy Hiebert, SMD 1
Tom Thompson, SMD 2
Harry Thomas, SMD 3 (Mayor Pro Tempore)
Lucy Gonzales, SMD 4
Lane Carter, SMD 5
Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

Development Corporation Officers:

Todd R. Kolls, President
Bill Dendle, First Vice President
David Cummings, Second Vice President
Edward Carrasco, Director
Garland Freeze, Director
Max Puella, Director

Executive Director: Guy Andrews



Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity. N/A		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity _____ Date 5/12/20		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

PLEASE NOTE: If you do not have any Conflict of Interest(s) to report, please write "N/A" in Box 1 and complete Box 7 with signature and date.



Conflict of Interest Questionnaire Instructions

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Debarment and Suspension Certification Instructions

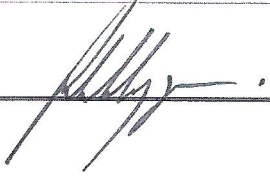
1. By signing and submitting this bid, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this bid is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this bid that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



Debarment and Suspension Certification

- (1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid.

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
Pavement Restoration Inc	
NAME	TITLE
Robert Wiggins	PRESIDENT
SIGNATURE	DATE
	5/12/20



Local Preference Consideration Instructions

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – stop – do not fill out this form.

This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/bids to only those businesses located within the city limits. All bids/bids are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application**, and
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.



Local Preference Consideration Application

Vendor Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Vendor Type:

- ☐ Corporation – Indicate state of incorporation _____
- ☐ Partnership – Indicate “general” or “limited” _____
- ☐ Sole proprietorship _____

Attachments:

- ☐ **Describe in writing, and attach supporting documentation,** the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

Certification:

I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the vendor set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
NAME	TITLE
SIGNATURE	DATE



Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located.

A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors for your submission to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. **Texas resident vendors must check the blank in Section B.**

A. NON-RESIDENT (OUTSIDE OF TEXAS)

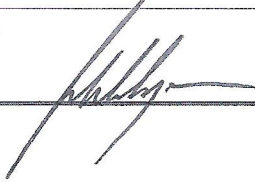
Non-resident Vendors in _____ (give state), our principal place of business, **are required** to be _____ percent lower than resident vendors by state law. A copy of the statute is attached.

Non-resident Vendors in _____ (give state), our principal place of business, **are not required** to underbid resident vendors.

B. TEXAS RESIDENT

Our principal place of business or corporate offices are in the State of Texas: ☒ (Mark a "check" in the blank if this applies.)

AUTHORIZED AGENT • PLEASE PRINT

VENDOR NAME	ADDRESS
PAVEMENT RESTORATION Inc	111 VALLEY KNOLL
CITY/STATE	ZIP
BOERNE TX	78006
NAME	TITLE
ROBERT Wiggins	PRESIDENT
SIGNATURE	DATE
	5/12/20



List of References

List at least five (5) references of similar scope and size giving organization name, contact information, and term. Please include as many Local Area (City of San Angelo and the surrounding 150 miles) references as possible.

1	Government or Company Name	CITY OF LUBBOCK.
	Location	LUBBOCK, TX
	Contact Person and Title	DWAIN MITCHELL SR PROJECT MNG
	Telephone Number	806 - 775 3680
	Scope of Work	PAVEMENT PRESERVATION APPLICATIONS
	Contract Period	MULTI YEAR SINCE 2010 - 2020

2	Government or Company Name	CITY OF ODESSA
	Location	ODESSA, TX
	Contact Person and Title	GERMAN RODRIGUEZ STREET OP MNG
	Telephone Number	432 - 978 3627
	Scope of Work	PAVEMENT PRESERVATION APPLICATIONS
	Contract Period	MULTI YEAR SINCE 2010 - 2020

3	Government or Company Name	CITY OF MIDLAND
	Location	MIDLAND, TX
	Contact Person and Title	ABE LANGSTON TRANSPORTATION SUPER
	Telephone Number	432 - 685 781
	Scope of Work	PAVEMENT PRESERVATION APPLICATIONS
	Contract Period	MULTI YEAR SINCE 2013 - 2020



4	Government or Company Name	BEXAR COUNTY
	Location	SAN ANTONIO , TX
	Contact Person and Title	TONY VASQUEZ OPERATIONS MNG
	Telephone Number	210 - 265 7079
	Scope of Work	
	Contract Period	MULTI YEAR 2011 - 2020

5	Government or Company Name	CEDAR PARK
	Location	CEDAR PARK , TX
	Contact Person and Title	DARWIN MARCHELL DIRECTOR ENR
	Telephone Number	512 - 401 5366
	Scope of Work	PAVEMENT PRESERVATION APPLICATIONS
	Contract Period	MULTI YEAR 2014 - 2020

6	Government or Company Name	IRVING
	Location	IRVING , TX
	Contact Person and Title	CHRIS CHOUFFET OPERATIONS MNG
	Telephone Number	972 - 721 2209
	Scope of Work	PAVEMENT PRESERVATION APPLICATIONS
	Contract Period	MULTI YEAR 2012 - 2020



List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Vendors are strongly encouraged to explore utilizing area subcontractors and suppliers.** Make as many copies of this form as necessary to cover all categories of work.

1	Category of Work	GENERAL CONTRACTOR	
	% of Proposed Contract Amount	100 % \$ 679 805 . 00	
	Business Name	PAVEMENT RESTORATION INC	
	Contact Name	ROBERT WIGGINS	
	Telephone	813 323 2710	
	Address, City, State, Zip	111 VALEY KNOLL BOERNE TX 78006	

2	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contact Name	
	Telephone	
	Address, City, State, Zip	

3	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contact Name	
	Telephone	
	Address, City, State, Zip	

4	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contact Name	
	Telephone	
	Address, City, State, Zip	



5	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contact Name	
	Telephone	
	Address, City, State, Zip	

6	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contact Name	
	Telephone	
	Address, City, State, Zip	

7	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contact Name	
	Telephone	
	Address, City, State, Zip	

8	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contact Name	
	Telephone	
	Address, City, State, Zip	



9	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contact Name	
	Telephone	
	Address, City, State, Zip	

10	Category of Work	
	% of Proposed Contract Amount	
	Business Name	
	Contact Name	
	Telephone	
	Address, City, State, Zip	

Percentages should total to 100%



Vendor Safety Record

I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

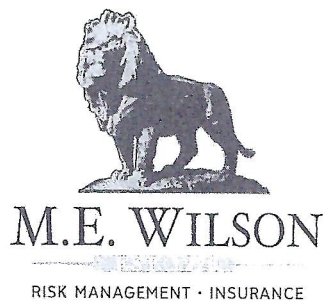
2019	2018	2017	2016	2015
0.73	0.72	0.72	0.73	0.75

II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2019	2018	2017	2016	2015
Number of injuries & illnesses	0	0	6	0	0
Number of lost time accidents	0	0	0	0	0
Number of recordable cases	0	6	0	0	0
Number of fatalities	0	0	0	0	0
Number of employee direct hire fixed hours (round to 1,000's)	28000	24000	18000	16000	14000

III. Please answer the following questions regarding your safety program

	Yes	No
A Are regular project safety meetings held for Field Supervisor(s)?	☒	☐
If yes, frequency: ☒ Weekly ☐ Bi-Monthly ☐ Monthly ☐ As Needed		
B Are project safety inspections conducted?	☒	☐
If yes, who performs inspections? <u>PROJECT MANAGERS / CO SAFETY OFFICER</u>		
How often? <u>WEEKLY</u>		
Who is required to attend? <u>ALL STAFF ON ANY PROJECT</u>		
C Does your organization have a written safety program?	☒	☐
If yes, provide a copy. It will become a compliance document upon contract award.		
D Does your organization have a safety orientation program for new employees?	☒	☐
For employees promoted to Field Supervisor?	☒	☐
If yes, does your Supervisor Safety Program include instructions on the following:		
Safety Work Practices	☒	☐
Toolbox Safety Meetings	☒	☐
First Aid Procedures	☒	☐
Accident Investigation	☒	☐
Fire Protection	☒	☐
New Worker's Orientation	☒	☐



May 13, 2020

Rob Wiggins
Pavement Restoration, Inc.
5423 N 59th Street
Tampa, FL 33610

Re: Experience Modification History

Dear Mr. Wiggins:

Please be advised that Pavement Restoration, Inc has maintained the following experience rating history:

01/01/2020 to 01/01/2021 Mod: 0.74
01/01/2019 to 01/01/2020 Mod: 0.73
01/01/2018 to 01/01/2019 Mod: 0.72
01/01/2017 to 01/01/2018 Mod: 0.72
01/01/2016 to 01/01/2017 Mod: 0.73
01/01/2015 to 01/01/2016 Mod: 0.75

If you have any questions, please do not hesitate to contact our office.

Sincerely,
M.E. Wilson Company, LLC

A handwritten signature in black ink that reads 'Michelle Liwosz'. The signature is written in a cursive, flowing style.

Michelle Liwosz CIC
Senior Commercial Account Executive



Special Insurance Rider

The City of San Angelo requires contractors doing business with the City to provide and continuously maintain in effect at all times during the contract term insurance coverages as indicated on this Special Insurance Rider. Prior to commencement of Work, Contractor shall provide the City's Risk Management Office with a Certificate of Insurance on ACCORD 25 Form that confirms that Contractor has insurance coverages in compliance with the City's minimum insurance requirements set forth herein.

☒ Commercial General Liability

This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$100,000	Fire Damage

☒ Business Auto Liability

This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

MINIMUM LIMIT(S):

\$1,000,000	Each Accident Limit
-------------	---------------------

☒ Workers' Compensation and Employer's Liability

If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

MINIMUM LIMIT(S):

\$500,000	Employer's Liability, Each Accident
\$500,000	Employer's Liability, Disease – Each Employee
\$500,000	Employer's Liability, Disease – Policy Limit

☒ Professional Liability

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000	Combined Single Limits
-------------	------------------------



☐ **Environmental/Pollution Liability**

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000 Combined Single Limits

☐ **Cyber Liability**

This policy shall be an occurrence-type policy and shall protect provider and additional insured against all claims arising from cyber-attacks against the insured, members of the public, and the City. Coverage shall not be less than:

MINIMUM LIMIT(S):

\$5,000,000	Privacy Notification and Crisis Management Expense
\$5,000,000	Information Security and Privacy Liability
\$5,000,000	Regulatory Defense and Penalties
\$5,000,000	Payment Card Industry Fines and Assessments
\$5,000,000	Website Media
\$5,000,000	Business Interruption
\$5,000,000	Extra Expense
\$5,000,000	Data Assets Coverage
\$5,000,000	Cyber-Extortion
\$5,000,000	Computer Fraud
\$5,000,000	Funds Transfer Fraud
\$5,000,000	Social Engineering/ Fraudulent Instruction Coverage

☐ **Builder's Risk (All-Risk)**

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

MINIMUM LIMIT(S):

\$2,000,000 Combined Single Limits

☐ **Liquor Liability**



The certificate of insurance shall indicate that the City of San Angelo is provided by endorsement a Waiver of Subrogation in favor of the City on all policies.

All insurance policies required herein shall be drawn in the name of Contractor with the City of San Angelo as an additional insured to include its employees, agents, and Council persons by endorsement on all policies except workers compensation.

Upon request of the City of San Angelo, Contractor shall produce copies of insurance policies and/or endorsements that reflect the required insurance coverages and endorsements.

Certificate Holder:

City of San Angelo, Texas
72 W. College Avenue
San Angelo, Texas 76903

Written contracts will contain more detailed information regarding insurance requirements.

Bonds are required for contracts that meet the following guidelines:

- ☒ Contract in excess of \$100,000 requires a Performance Bond
- ☒ Contract in excess of \$50,000 requires a Payment Bond

The Bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code) per Texas Government Code Sec. 2253.021 and must be payable to the City of San Angelo, Texas.

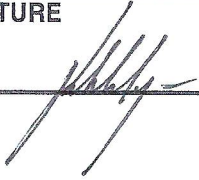
Please provide your agent or broker with a copy of these requirements.

If you have any questions concerning compliance with the City's minimum insurance requirements, please call the Risk Management Division at 325-657-4359.

Contractor agrees to comply with City of San Angelo Special Insurance Rider requirements.

CONTRACTOR

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
PAVEMENT RESTORATION Inc	
NAME	TITLE
ROBERT Wiggins	PRESIDENT
SIGNATURE	DATE
	5/12/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2020

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

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

PRODUCER M. E. Wilson Company, LLC 300 W. Platt St. Ste 200 Tampa, FL 33606		1-813-229-8021	CONTACT NAME: Michelle Liwosz PHONE (A/C, No, Ext): 813-984-3610 FAX (A/C, No): 813-229-2795 E-MAIL ADDRESS: mliwosz@mewilson.com	
INSURED Pavement Restoration, Inc PO Box 1532 Boerne, TX 78006		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: WESTFIELD INS CO		24112
		INSURER B: TRAVELERS PROP CAS CO OF AMER		25674
		INSURER C: INSURANCE CO OF THE WEST		27847
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 59247194

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	☒	☒	CMM4653719	01/01/20	01/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	CMM4653719	01/01/20	01/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	☒	☒	ZUP61M9405320NF	01/01/20	01/01/21	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☒	WFL502889405	01/01/20	01/01/21	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is additional insured with respects to the General Liability policy for both on-going and completed operations per the attached CG2033 (4/13) and CG7087 (1/05) and on the Auto Liability per attached CA7078 (09/17). General Liability is on a Primary and NonContributory basis with respects to the Additional Insured's per CG2001 (04/13). Waiver of Subrogation applies in favor of the certificate holder with respects to the general liability, auto liability and workers comp employers liability policies referenced above per attached CG2404 5/09 CA0444 10/13 and WC000313 4/84

CERTIFICATE HOLDER**CANCELLATION**

City of San Angelo 72 W College Avenue San Angelo, TX 76903 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)
ML001
59247194



Verification Relation to Prohibited Contracts – Israel

CITY OF SAN ANGELO, TEXAS, RFB ES-07-20

My name is ROBERT BRUCE WIGGINS "Declarant";
FIRST MIDDLE LAST

My date of birth is 1 / 28 / 1963 ; and,
BIRTHDAY

My address is 111 VAUHEY KNOLL , BOERNE TX
STREET CITY STATE

78006 , and USA .
ZIP CODE COUNTRY

My position with PAVEMENT RESTORATION contracting company, is PRESIDENT .
CONTRACTING COMPANY OFFICE HELD

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

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

Executed in KENDAL County, State of TEXAS , on the
COUNTY OFFICE HELD

12 day of MAY , 20 20
DAY MONTH YEAR

[Signature]
DECLARANT SIGNATURE



Draft Contract Cover Acknowledgement

[Signature] I READ AND CAN COMPLY WITH ALL CONTRACT TERMS.

[Signature] I READ THE CONTRACT TERMS, REVISED THOSE I CANNOT COMPLY WITH, AND INCLUDED A REVISED COPY WITH MY SUBMISSION.

AUTHORIZED AGENT • PLEASE PRINT

VENDOR	
PAVEMENT RESTORATION Inc	
NAME	TITLE
ROBERT WIGGINS	PRESIDENT
SIGNATURE	DATE
<u>[Signature]</u>	5/12/20



Draft Contract Cover

CONTRACT # _____

RFB ES-07-20/ FRICTION SEAL FOR PAVEMENT PRESERVATION

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

CITY OF SAN ANGELO ENGINEERING SERVICES

Contract Manager/Title: Lance Overstreet, City Engineer

Address: 301 W. Beauregard Ave.

City/State/Zip: San Angelo, Texas 76903

Telephone: 325-657-4201

Email Address: Lance.Overstreet@Cosatx.us

CONTRACTOR: PAVEMENT RESTORATION Inc

(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes ☒ / No ☐

Authorizing Officer/Agent: ROBERT WIGGINS

Address: 111 VALEY KNOLL

City/State/Zip: BOERNE TX 78006

Telephone: 813 - 323 2710

Email Address: ROB.W@PAVERESTORE.COM

General Description of Project & Scope of Work:

2020 GSB Friction Seal Project.

Effective Date:

This contract shall be effective from and after the _____ of _____, _____ .
Day Month Year

Date of City Council Authorization:

MM/DD/YYYY



Contract Time:

Contractor agrees to substantially complete work within NINETY (90) consecutive days after the date Work commences as established by the Notice to Proceed, except upon

- ☒ Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to the authority of their governing bodies.

Davis Bacon Act:

Davis-Bacon Act required payment of prevailing wages on federally funded (or assisted) construction projects.

- ☐ Applies ☒ Does Not Apply to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates:

- ☐ Applies ☒ Does Not Apply to this contract.



Contract Price: Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

- ☒ Base Price \$ 679 805.00
- ☒ Bid Sheet provided by Contractor in response to RFB ES-07-19, a copy of which is attached hereto and made a part hereof for all purposes. \$ 679 805.00

for a total sum of _____ AND NO/100 DOLLARS (\$ 679 805.00),
except upon Change Order authorized under this contract or written amendment executed by the
authorized representatives of the parties pursuant to authority of their governing bodies.

Contract Documents Adopted by Reference: The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:

- ☒ RFB: ES-07-19/Friction Seal
- ☐ Addendum 1 to bid dated _____, _____
- ☐ Addendum 2 to bid dated _____, _____
- ☐ Addendum 3 to bid dated _____, _____
- ☐ Scope of Work, attached hereto as **Exhibit** "_____" and made a part hereof for all purposes.
- ☒ Bid Sheet submitted by Contractor dated _____, _____, attached hereto as **Exhibit** "_____" and made a part hereof for all purposes.
- ☐ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018) *
- ☐ City of San Angelo Standard Professional Services Contract Terms (effective April 16, 2018) *
- ☒ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018) *
- ☐ FEMA Compliant Standard Performance Contract Terms and Conditions (effective April 17, 2020) *
- ☐ FEMA Compliant Standard Professional Services Contract Terms and Conditions (effective April 17, 2020) *
- ☐ FEMA Compliant Owner's Construction General Conditions (effective April 17, 2020) *
- ☐ City of San Angelo Special Contract Terms for _____ Contracts (effective _____, _____) *
- ☒ Plans: "(Project No. 2019-11-634) GSB-Friction Seal Surface Treatment" – Prepared by SKG Engineering
- ☒ Technical Specifications: "GSB-Friction Seal General Notes and Specifications" – Prepared by SKG Engineering
- ☒ Contractor's Response to RFB: ES-07-20/Friction Seal
- ☐ Other: _____

* The terms and conditions in these referenced contract documents apply to the Contract to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.



Acknowledgement of Receipt of Contract Documents:

The foregoing identified Contract Documents excluding Contractor's Response to this Request for Bids are posted on the City's website at <http://www.cosatx.us/bids>. Hard copies are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of this Request for Bids and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFB shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.

Separately Executed Contract Documents: The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

- ☒ Authorized Signature/Contact Form (with IRS Form W-9)
- ☒ Specifications Worksheet
- ☒ Bid Sheet
- ☒ "Conflict of Interest Questionnaire" – Chapter 176 of the Texas Local Government Code
- ☒ Debarment and Suspension Certification
- ☒ Local Preference Consideration Application & Economic Impact Details
- ☒ Vendor Compliance with Reciprocity on Non-Resident Vendors
- ☒ List of References
- ☒ List of Proposed Subcontractors and Suppliers
- ☒ Verification Relating to Prohibited Contracts – Israel
- ☒ Special Insurance Rider
- ☒ Certificate of Insurance – Submitted on ACCORD 25 Form
- ☒ Original of the Texas Ethics Commission Interested Parties Disclosure (Form 1295) completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, with original submitted to City of San Angelo Purchasing Division (72 W. College Avenue, San Angelo, Texas 76903).

Contractor Representations and Warranty: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

Authority to Execute: Each of the below named persons executing this contract hereby warrant and represent that he or she is properly authorized to execute the contract for purposes of legally binding the party on whose behalf the contract is executed.



CITY OF SAN ANGELO, TEXAS
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
325.657.4219 • sapurch@cosatx.us

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officials the day and year indicated below.

CONTRACTOR:

Authorized Signature: _____

By: _____

(Print Name and Office Held)

Date: _____

Email: _____

CITY OF SAN ANGELO, TEXAS:

By: _____

Daniel Valenzuela, City Manager

Date: _____

ATTEST:

By: _____

Julia Antilley, City Clerk

Date:

(Seal) _____

CITY OFFICIAL APPROVALS:

APPROVED AS TO CONTENT:

Nolan A. Sosa, Purchasing Manager

APPROVED AS TO RISK:

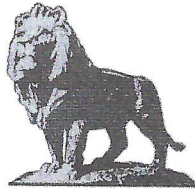
Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

Lance Overstreet, City Engineer

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney



M.E. WILSON

RISK MANAGEMENT • INSURANCE

May 13, 2020

Rob Wiggins
Pavement Restoration, Inc.
5423 N 59th Street
Tampa, FL 33610

Re: Experience Modification History

Dear Mr. Wiggins:

Please be advised that Pavement Restoration, Inc has maintained the following experience rating history:

01/01/2020 to 01/01/2021 Mod: 0.74
01/01/2019 to 01/01/2020 Mod: 0.73
01/01/2018 to 01/01/2019 Mod: 0.72
01/01/2017 to 01/01/2018 Mod: 0.72
01/01/2016 to 01/01/2017 Mod: 0.73
01/01/2015 to 01/01/2016 Mod: 0.75

If you have any questions, please do not hesitate to contact our office.

Sincerely,
M.E. Wilson Company, LLC

Michelle Liwos CIC
Senior Commercial Account Executive



City Council

Aug 4, 2020



GSB Friction Seal – What is it?

- Emulsified Gilsonite
 - Emulsion mix of asphalt materials and polymer additives
 - Aggregate is a refined fine grain gilsonite rock



GSB Friction Seal – What does that mean?

- It is essentially a mix between the HA5 high density mineral bond and seal coat.



GSB Friction Seal – How it differs!

- Seal coat
 - Emulsion is liquid as a result of heat
 - Rock is applied to hot emulsion in a second pass
 - Accessible minutes after the rock application (30-60) start to finish
 - Can be installed on most any road surface condition



GSB Friction Seal – How it differs!

- HA5
 - Chemically suspended emulsion
 - No secondary aggregate application - particles are suspended in emulsion
 - Requires a 24hr cure time
 - Limited to newer roadway surfaces

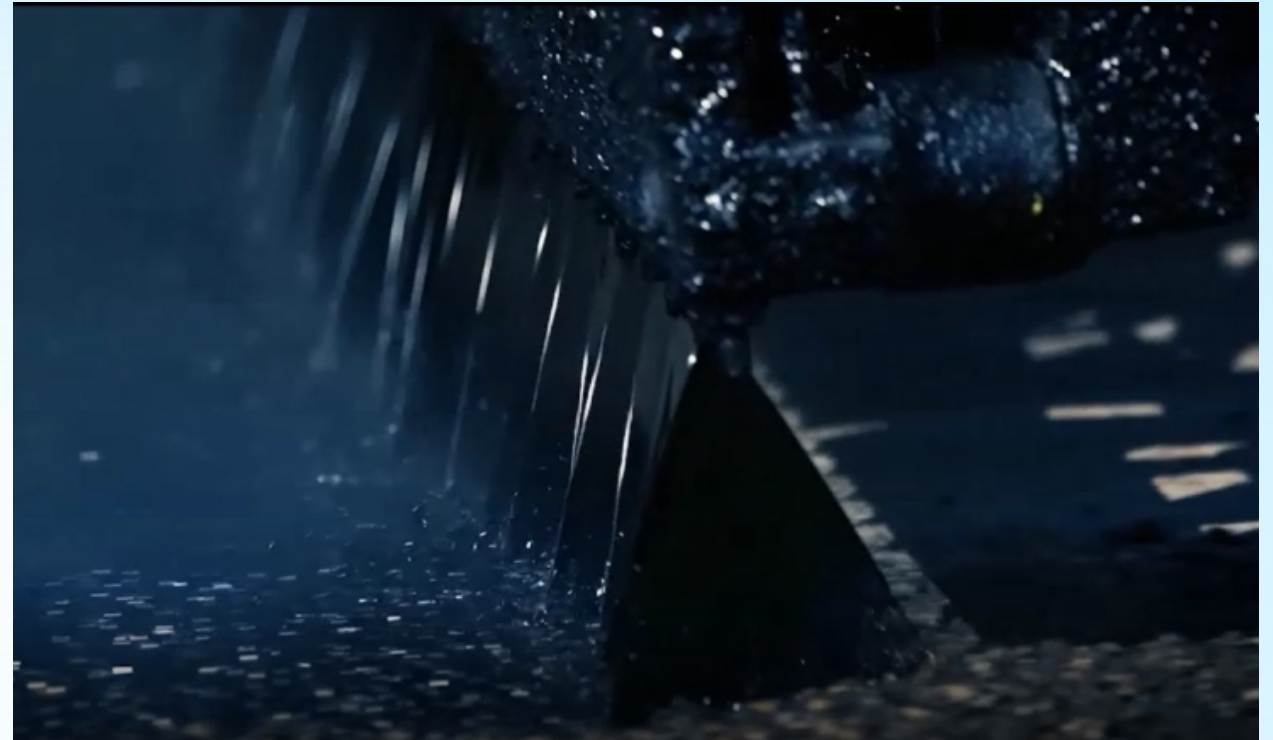


GSB Friction Seal – How it differs!

- GSB Friction Seal
 - Chemically suspended emulsion
 - Secondary aggregate application – occurs in the same pass and at the same time as emulsion
 - Requires a 3hr cure time
 - Wider range of application for surface conditions



GSB Friction Seal – How it differs - Seal Coat



GSB Friction Seal – How it differs – HA5



GSB Friction Seal – How it differs!



GSB Friction Seal – Application location

- Three areas
 - 14th St from Chadbourne to Main
 - Rio Concho West
 - Green Acres subdivision north of Lakeview Heroes Dr.



GSB Friction Seal – Recommendation

- Approval of the award of \$678,805 for installation of GSB Friction Seal





City Council

Aug 4, 2020

Questions?



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Julia Antilley, City Clerk, City Clerk, 325-657-4405

Meeting Date: August 4, 2020

Item type: Regular Item

Caption:

Discussion and consider revising the ordinance governing hours for house to house door knocking under the Itinerant Merchant permit (Presentation made by City Attorney Theresa James)

Summary/History:

This item was added to a future agenda at our July 21, 2020 City Council Meeting.

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|---|--|
| 1. ARTICLE_5.04___ITINERANT_MERCHANTS (2) | ARTICLE_5.04___ITINERANT_MERCHANTS (2).pdf |
| 2. 6c Door to Door Sales | 6c Door to Door Sales.pptx |

Presentation:

Approvals/Reviews:

Julia Antilley
Theresa James
Julia Antilley

Created/Initiated
Approved
Final Approval

ARTICLE 5.04 - ITINERANT MERCHANTS^[3]

Footnotes:

--- (3) ---

State Law reference— Authority of municipality to license, tax, suppress, prevent, or otherwise regulate peddlers, hawkers and pawnbrokers, V.T.C.A., Local Government Code, sec. 215.031.

DIVISION 1. - GENERALLY

Sec. 5.04.001 - Definitions

Itinerant merchant. As used in this article, shall mean any person, or his agent, employee, servant or representative, who engages in the city in any business which is transacted or conducted in the city on, in, upon, through or from any premises or space upon any non-governmental property within the city for which no arrangement has been made which provides a legal right of occupancy for the purpose of conducting such business for a period of six months or more.

(1959 Code, sec. 5-4-2; 1996 Code, sec. 5.302)

Sec. 5.04.002 - Penalty

Any person violating any provisions of this article or failing to observe any provision hereof shall be deemed guilty of a misdemeanor, and upon conviction shall be fined in accordance with the general penalty provision found in section 1.01.009 of this code, and each and every day or fraction of a day during which this article, or any part thereof, shall be violated shall be deemed a separate offense and punishable as such.

(1959 Code, sec. 5-4-11; 1996 Code, sec. 5.311)

Sec. 5.04.003 - Hours of solicitation

Every license issued under the provisions of this article permitting going from house to house or from place to place in the city for the purpose of soliciting, selling or taking orders for or offering to sell or take orders for any goods, wares, merchandise or services authorizes such activity only during the hours of 8:00 a.m. to 9:00 p.m.

(1959 Code, sec. 5-4-9; 1996 Code, sec. 5.309)

Secs. 5.04.004—5.04.030 - Reserved

DIVISION 2. - LICENSE

Sec. 5.04.031 - Required

- (a) ***Solicitation.*** It shall be unlawful for any person to go from house to house or from place to place in the city soliciting, selling or taking orders for or offering to sell or take orders for any goods, wares, merchandise or services without having obtained a current license to do so from the city, in compliance with the terms of this article.
- (b) ***Itinerant merchants.*** It shall be unlawful for any itinerant merchant, as defined herein, or his agents, employee, servant or representative, to sell, offer or exhibit for the purpose of taking orders for sale

thereof any goods, wares, services or merchandise in the city without having obtained a current license to do so from the city, in compliance with the terms of this article.

(1959 Code, sec. 5-4-1; 1996 Code, sec. 5.301)

Sec. 5.04.032 - Application

Every person required by this article to have a license shall make written sworn application to the police department, identification division, of the city for such license. The license application shall show the name and address of the applicant; the name and address of the person, firm or corporation, if any, that the applicant represents; authority of the applicant to act for the cause he purports to represent; the type of goods, merchandise, wares or services offered for sale; and the period of time the applicant wishes to sell or solicit in the city. Said applicant must furnish a copy of his active limited sales and use tax permit to complete the application information. In addition, the identification division may require said applicant to furnish photograph and fingerprint identification to complete the application information.

(1959 Code, sec. 5-4-3; 1996 Code, sec. 5.303)

Sec. 5.04.033 - Fee

- (a) The fee for any license required under this article shall be a standard fee for all applicants and shall be such as to cover the cost of processing any license application. The license fee shall be as provided for in the fee schedule found in appendix A of this code.
- (b) The following shall be exempt from the license fee requirement herein, but shall comply with all other registration and licensing requirements:
 - (1) Persons duly engaging in interstate commerce; and
 - (2) Charitable causes (i.e., fundraising activities by local schools, churches and civic associations).

(1959 Code, sec. 5-4-4; Ordinance adopting 1996 Code; 1996 Code, sec. 5.304)

Sec. 5.04.034 - Exceptions

- (a) The provisions of section 5.04.031(a) shall not apply to the following:
 - (1) Merchants who sell, or exhibit for sale, goods, wares, or merchandise to merchants engaged in the business of buying, selling or dealing in the same.
- (b) The provisions of section 5.04.031(b) shall not apply to the following:
 - (1) Merchants who sell or exhibit for sale goods, wares, or merchandise to merchants engaged in the business of buying, selling or dealing in the same.
 - (2) Sales of goods, wares and merchandise donated by the owners thereof, the proceeds of which are to be used and applied to some charitable, religious or philanthropic purpose.
 - (3) Sales of goods, wares and merchandise by sheriffs, constables or other public officers, or to bona fide assignees or auctioneers, or trustees or receivers regularly appointed.
 - (4) Merchants holding a valid permit for mobile or temporary food establishments.

(1959 Code, sec. 5-4-5; 1996 Code, sec. 5.305; Ordinance 2018-034 adopted 3-20-18)

Sec. 5.04.035 - Issuance and scope

The city police department shall issue to every license applicant a license as provided for within this article upon compliance with the terms of this article. Said license shall give no authority to any person other than the applicant to transact any business in the city.

(1959 Code, sec. 5-4-6; 1996 Code, sec. 5.306)

Sec. 5.04.036 - Duration

Each license issued under this article shall remain in force and effect so long as the business for which the same is procured shall be continuously conducted within the city. Provided, however, such period of duration shall in no event exceed six months from the date of issuance of the license.

(1959 Code, sec. 5-4-7; 1996 Code, sec. 5.307)

Sec. 5.04.037 - Transfer or assignment

No license issued under the provisions of this article shall be transferable or assignable nor give authority to more than one person.

(1959 Code, sec. 5-4-8; 1996 Code, sec. 5.308)

Sec. 5.04.038 - Display

Each person having a license issued under the provisions of this article who operates solely and exclusively from a fixed business location within the city shall prominently display the license at all times in a conspicuous place upon the premises of said fixed business location. Every person having a license issued under the provisions of this article who goes from house to house or from place to place within the city shall carry the license upon their person and produce the license for inspection by any person so requesting.

(1959 Code, sec. 5-4-10; 1996 Code, sec. 5.310)

Sec. 5.04.039 - Records

The city police department shall keep a full record of all licenses issued under the terms of this article.

(1959 Code, sec. 5-4-12; 1996 Code, sec. 5.312)

Sec. 5.04.040 - Revocation and suspension

- (a) The chief of police, upon investigation by the police department, is authorized to revoke the itinerant merchant's license of any person found to be misrepresenting or making false statements in regard to the product or service he is attempting to sell, his authority to sell such product or service, or if the conduct of such person during selling or delivery endangers the safety, health or property of the citizens of the city.
- (b) The license issued under this article may be suspended upon receipt by the chief of police of complaints by two or more persons that any license holder has made misrepresentations or false statements as to the product or service he is attempting to sell or take orders for, his authority to make such solicitation, or that such license holder's conduct, in the belief of such persons making the complaints, endangers their safety, health or property. Upon suspension, the chief of police shall

immediately investigate such complaints and he may revoke such license upon completion of his investigation; provided, however, that notice of such revocation shall be mailed to the licensee at the address given on licensee's application form. Said notice shall inform the licensee that he may request in writing, within ten days of his receipt of notice of revocation, a hearing before the city council to determine whether his permit should be reinstated. Said hearing shall be held within 30 days of the date of request for hearing.

(1959 Code, sec. 5-4-13; 1996 Code, sec. 5.313)



City Council

August 4, 2020



House to House/ Place to Place Sales

- Penalty
 - Persons violating provisions of the ordinance are guilty of a misdemeanor
- Hours of Solicitation
 - 8:00 a.m. to 9:00 p.m.
- License
 - Required for solicitation and itinerant merchants, licenses are not transferable or assignable, and cover only one individual



House to House/ Place to Place Sales

- Application
 - To obtain a license, applicants must make a written sworn application to the Police Department
- Fee
 - License/Permit fee is \$10.00 per application, \$2.50 for replacement identification cards
- Duration
 - License duration shall in no event exceed six months





City Council

August 4, 2020



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jon James, Director of Planning & Development Services, Planning and Development Services, x1180

Meeting Date: August 4, 2020

Item type: Regular Item

Caption:

Consider a resolution allowing the suspension of certain ordinance requirements regarding parking, right-of-way encroachments, and signage during the statewide issued disaster declaration related to the COVID-19 pandemic (Presentation by Planning and Development Services Director Jon James)

Summary/History:

With the strain that has been placed on many businesses due to the COVID-19 pandemic, many cities have relaxed ordinance requirements to help provide options for these businesses to accommodate these unique circumstances.

This proposed resolution does three things:

1. It suspends the ordinance requirements that prohibit encroachments within the public right-of-way to allow for business to have outdoor retail display or outdoor seating areas in the public right-of-way. An example of this would be sidewalk seating areas for downtown businesses.
2. It suspends ordinance requirements related to required parking in order to allow business to use required parking areas for other uses, such as outdoor seating areas, curbside delivery staging areas, etc.
3. It suspends requirements for certain temporary signs to allow businesses additional signage to advertise curbside pickup, delivery phone numbers, etc.

For the first two items, a business would still need to submit a plan to staff for review to ensure that the proposed use of the right-of-way or parking area does not affect public safety, but is a much simplified process and would not require approval by the City Council or a board or commission, but could be administratively approved by staff.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

- | | |
|---|---|
| 1. Resolution - COVID Parking ROW & Signs Suspension (2020) updated | Resolution - COVID Parking ROW & Signs Suspension (2020) updated.docx |
| 2. Planning Council Presentation (2020-08-04) | Planning Council Presentation (2020-08-04).pptx |

Presentation:

Jon James

Approvals/Reviews:

Jon James
Jon James
Brandon Dyson
Jon James
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, TO ALLOW SUSPENSION OF CERTAIN ORDINANCE REQUIREMENTS REGARDING PARKING, RIGHT-OF-WAY ENCROACHMENTS, AND SIGNAGE DURING THE STATEWIDE ISSUED DISASTER DECLARATION RELATED TO THE COVID-19 PANDEMIC ; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Governor of the State of Texas has issued a Public Health Disaster Declaration related to COVID-19; and

WHEREAS, the Public Health Authority for Tom Green County, Texas has issued orders limiting business occupancies, among other restrictions; and

WHEREAS, businesses in the City have been negatively impacted by restrictions on their operations and the desire to follow social distancing guidelines related to COVID-19; and

WHEREAS, suspension of certain ordinance standards has the potential to assist businesses in accommodating their customers through other means not normally permitted.

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

Section 1. The City suspends the requirements of Section 8.05.004 of the City of San Angelo City Code prohibiting obstructions within the public right-of-way and the requirements of Section 511 of the City of San Angelo Zoning Ordinance regarding the prohibition on using required parking spaces for other uses, such as outdoor seating areas, curbside delivery staging, outdoor retail display, and similar uses for those business impacted by occupancy restrictions, indoor seating limitations, or similar hardships related to COVID-19. However, a business proposing to take advantage of this provision, must submit a layout plan showing their proposed layout in order for City staff to ensure adequate health and safety, including safety for pedestrians and vehicles, adequate access for emergency vehicles, compliance with applicable accessibility standards, adequate parking for the reduced occupancy, and compliance with all health code requirements and COVID-19 guidelines.

Section 2. The City suspends the requirements of Section 12.04.004 of the City of San Angelo Sign Ordinance that requires permits for and places limits on certain temporary signs, such as signs directing people for curbside pickup, phone numbers for placing orders, directions for online ordering, and similar signage related to hardships created by the current unique circumstances. However, businesses must still place these signs so as not to create traffic hazards or visibility issues. In addition, in order to avoid excessive signage, only the minimum number of signs to adequately provide the necessary information are allowed. Sign permits are still required for all permanent signs and this is not intended to allow extra general advertising signage beyond what the sign ordinance authorizes, but only those additional signs

necessary to address unique needs related to COVID-19 limitations.

Section 3. Interpretations of the applicability of these suspensions and approval of required layout plans shall be made by the Planning Director, in consultation with relevant staff from other departments or divisions, such as Permits, Planning, Public Works, Health, Fire, and Police.

Section 4. This resolution shall be in effect until such time as all orders that limit occupancy of retail, restaurant, or other establishments issued by the State of Texas, City of San Angelo, or Tom Green County Health Authority, and the Governor's disaster declaration, have expired or been revoked and are no longer in place. Upon expiration or revocation, all sites having utilized these provisions shall either return to compliance with normal ordinance standards or properly permit any such changes.

Section 5. The terms and provisions of this Resolution shall be deemed to be severable in that if any portion of this Resolution shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Resolution.

Section 6. This Resolution shall be effective from and after the date of adoption.

ADOPTED on this _____ day of _____, 2020.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney



City Council

August 4, 2020



COVID-19 Ordinance Suspensions

- Businesses have been negatively impacted by COVID-19 restrictions and social distancing
- This resolution relaxes certain ordinance requirements to accommodate flexibility for these businesses



COVID-19 Ordinance Suspensions

1. Eliminates the prohibition on obstructions within the right-of-way without City Council approval.
- Allows administrative approval by staff of proposed layout
 - Will still ensure ADA accessibility, public safety access, etc.
 - Review by all relevant departments



ROW Dining



ROW Dining



COVID-19 Ordinance Suspensions

2. Eliminates the prohibition on using required parking spaces for other uses.

- Allows administrative approval by staff of proposed layout
- Will still ensure ADA accessibility, public safety access, etc.
- Review by all relevant departments



Parking areas



Parking areas



COVID-19 Ordinance Suspensions

3. Allows additional temporary signage without sign permits.
- Not for extra general signage, but must be specific to COVID-related signage (curbside pickup, delivery options, etc.)
 - Signs cannot create traffic visibility issues



Signs



COVID-19 Ordinance Suspensions

- Submitted plans, as well as compliance issues, will be reviewed by staff
- Effective as long as occupancy limits or disaster declaration is in place.





City Council

August 4, 2020

