

**NOTICE OF REGULAR MEETING  
OF SOUTH PADRE ISLAND  
SHORELINE TASK FORCE**

**NOTE: One or more members of the City of South Padre Island City Council may attend this meeting; if so, this statement satisfies the requirements of the OPEN MEETINGS ACT.**

NOTICE IS HEREBY GIVEN THAT THE SHORELINE TASK FORCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, WILL HOLD A MEETING ON:

**MONDAY, JANUARY 14, 2019  
3:00 P.M. AT THE MUNICIPAL BUILDING,  
CITY COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR  
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS**

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comments and Announcements: *This is an opportunity for citizens to speak to Task Force relating to agenda or non-agenda items. Speakers are required to address the Shoreline Task Force at the podium and give their name before addressing their concerns. [Note: State law will not permit the Shoreline Task Force to discuss, debate, or consider items that are not on the agenda. Citizen Comments may be referred to City Staff or may be placed on the agenda of a future Shoreline Task Force meeting.]*
4. Discussion and action to elect a Chairperson and Vice-Chairperson.
5. Approval of the minutes of the December 10, 2018 meeting and January 7, 2019 workshop.
6. Discussion and action on recommendation to City Council on paid parking initiative, including possibly to reject all bids received for the Paid Parking program and to authorize an interlocal agreement with the City of Galveston for third-party parking vendor and support technology services. (B. Hill)
7. Discussion and action on recommendation to City Council on the Dune Demonstration Garden. (B. Hill)
8. Discussion and action on recommendation to City Council to award the Invitation to Bid for the Temporary Toilets. (B. Hill)
9. Adjournment.



DATED THIS THE 10TH DAY OF JANUARY 2019.

  
Susan Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE SHORELINE TASK FORCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON JANUARY 10, 2019 AT/OR BEFORE 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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Susan Hill, City Secretary

THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, DAVID TRAVIS; ADA DESIGNATED RESPONSIBLE PARTY AT (956) 761-8103.

<p style="text-align: center;"><b>MINUTES OF REGULAR MEETING OF SOUTH PADRE ISLAND SHORELINE TASK FORCE</b></p>
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**MONDAY, DECEMBER 10, 2018**

**1. Call to Order.**

The Shoreline Task Force of the City of South Padre Island, Texas held a meeting on Monday, December 10, 2018, at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island Texas. Chairman Neil Rasmussen called the meeting to order at 3:02 p.m. A quorum was present with the following Task Force Members in attendance: Chairman Neil Rasmussen, Troy Giles, Virginia Guillot, Robert Nixon, Thoren Thorbjørnsen, and Stormy Wall. Member with an unexcused absence was Norma Trevino.

City staff members present were Assistant City Manager Darla Jones, Shoreline Management Director Brandon Hill, Coastal Resource Manager Kristina Boburka, and Shoreline Grant & Special Projects Administrator Elizabeth Walker.

**2. Pledge of Allegiance.**

Chairman Neil Rasmussen led the Pledge of Allegiance.

**3. Public Comments and Announcements.**

Chairman Neil Rasmussen and Shoreline Management Director Brandon Hill thanked Task Force Member Troy Giles for his service to the Task Force. Task Force Member Stormy Wall relayed that Mobi Mat complimented the Island for the level of its installation.

**4. Approval of the minutes of the November 5, 2018 meeting and November 7, 2018 workshop.**

Task Force Member Wall, seconded by Task Force Member Giles, moved to approve the meeting minutes as submitted. Motion carried unanimously.

**5. Discussion and action on “Beach Gym” concept.**

Coastal Resource Manager Kristina Boburka presented exercise stations to be constructed in-house as time permits and installed at beach accesses #5 and #20 behind the historic building line. Chairman Neil Rasmussen recommended the addition of bike racks and leash tethers; Task Force Member Wall suggested installing the apparatus that would get the most use. Assistant City Manager Darla Jones noted that Phase II of the Thompkins Park improvements will include exercise equipment. Task Force Member Virginia Guillot and citizen Sandra White both spoke in favor of the concept and reference the Laguna Vista park equipment as an example.

Task Force Member Nixon, seconded by Task Force Member Guillot, moved to direct staff to continue on the “Beach Gym” concept as presented. Motion carried unanimously.

**6. Discussion and action on paid parking initiative and third-party vendor support.**

- a. Review of open house community response**
- b. Review of lessons learned from Galveston**
- c. Discussion on next steps**

Shoreline Management Director Brandon Hill provided the parking plan as previously presented, noting that in order to comply with state requirements, 1,726 public parking spots are needed for beach users. After creating a digital parking inventory, there are presently 1,910 spaces. The previously presented plan called for 829 of those to be paid parking spaces, everyday 8:00 a.m. – 8:00

p.m. Based on bridge crossings, he estimated revenue of \$515,510.18 first year, \$560,526.03 second year, and \$574,312.20 third year.

He noted that since presentation of the original plan, the open house community response was predominately negative, with 64% of attendees opposed to the plan. Additionally, since presentation of the plan, he and other members of the Shoreline Task Force visited Galveston and learned from their ongoing parking program, including gleaning from their experience with the mobile pay application and the requisite vehicle battery to support the software; he suggested rejecting the City's own Request for Proposals and potentially piggy-backing off the Galveston issued Request for Proposals next year to share in their deal.

Task Force Member Thoren Thorbjørnsen suggested, then later withdrew, reducing the hours of paid parking daily. Task Force Member Nixon suggested an annual pass combined with the county, such as a reciprocal park pass of \$100 annually, allowing vehicle admission into all county parks or city parking anywhere on the island, with revenues split with the county. Chairman Rasmussen and Task Force Members Guillot and Wall spoke in favor of the paid parking plan, generally commenting that it is a beautiful beach but costs money to maintain it. In response to Council Member Kerry Schwartz, Shoreline Management Director Brandon Hill noted the term Beach User Fee, though an undesirable marketing slogan, is the term prescribed by the state Administrative Code; moreover, removing any side streets from the plan may create a deficit in the necessary inventory or worse, create more demand for free parking in residential areas.

Task Force Member Guillot, seconded by Task Force Member Nixon, moved to proceed with the parking plan with the following changes: \$100 annual parking permit in reciprocity with the county with revenues to be split and \$2 hourly rate not to exceed \$12 daily. Motion carried unanimously.

## **7. Adjournment**

There being no further business, Chairman Rasmussen adjourned the meeting at 4:22 p.m.

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Elizabeth Walker, Shoreline Administrator      Neil Rasmussen, Chairman

<p><b>MINUTES OF A WORKSHOP OF SOUTH PADRE ISLAND SHORELINE TASK FORCE</b></p>
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**MONDAY, JANUARY 7, 2019**

**1. Call to Order.**

The Shoreline Task Force of the City of South Padre Island, Texas held a workshop on Monday, January 7, 2019, at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island Texas. Chairman Neil Rasmussen called the meeting to order at 3:02 p.m. A quorum was present with the following Task Force Members in attendance: Chairman Neil Rasmussen, Virginia Guillot, Abbie Mahan, and Stormy Wall. Members with an unexcused absence were Patrick McNulty, Robert Nixon and Norma Trevino.

Mayor Pro Tem Ken Medders, Jr. was present along with City staff members Shoreline Management Director Brandon Hill and Coastal Resource Manager Kristina Boburka.

**2. Pledge of Allegiance.**

Chairman Neil Rasmussen led the Pledge of Allegiance.

**3. Public Comments and Announcements.**

Shoreline Management Director Brandon Hill played a video documentary by the Gulf of Mexico Alliance on the South Padre Island Shoreline Master Plan.

**4. Discussion on Beach and Dune Regulations and Plans 2018.**

- *Summary: Beach & Dune Regulations (Why Dunes?)*
- *South Padre Island Shoreline Master Plan*
- *City of SPI Dune Protection and Beach Access Plan, Erosion Response Plan, and Beach User Fee Plan*
- *Current Chapter 22: Dune Protection, Beach Renourishment, and Access Plan Implementing Provisions*
- *Beach Access Presentation 2012 (on file with State)*
- *Beach Access Presentation 2017*
- *Coastal Dunes Dune Protection and Improvement Manual for the Texas Gulf Coast - TGLO*
- *Texas Beach Accessibility Guide – TGLO*
- *NATURAL RESOURCES CODE Subtitle E. Beaches and Dunes, Chapter 61. Use of Public Beaches*
- *NATURAL RESOURCES CODE Subtitle E. Beaches and Dunes, Chapter 63. Dunes*
- *Texas Administrative Code Chapter 15 Coastal Planning*

Shoreline Management Director Brandon Hill summarized regulations by federal agency National Oceanic and Atmospheric Administration and state agency Texas General Land Office in both the Texas Administrative and Natural Resources codes as well as local ordinances in Chapter 22 and other plans. He highlighted dune botany, historic building line, and permit processes.

**5. Discussion on paid parking initiative and third party vendor support.**

In reviewing the proposed parking plan, there was discussion to re-evaluate the costs, partner with Galveston in the purchase of administrative technology, and re-present to the public in another open house.

## **6. Update on Departmental Projects:**

- *Tracer Study;*
- *Temporary Toilets;*
- *Fitness Stations;*
- *Active Grants.*

Shoreline Management Director Brandon Hill reviewed the tracer study preliminary results, the planned location of temporary toilets at beach accesses and on the beach for the upcoming year, the workout stations at the proposed fitness locations, and active grant applications pending for improvements at White Sands and Sea Island beach accesses. Other ongoing grants include the Gulf of Mexico Alliance for the master plan and Texas Parks and Wildlife for education programs.

## **7. Adjournment.**

There being no further business, Chairman Rasmussen adjourned the meeting at 2:49 p.m.

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Elizabeth Walker, Shoreline Administrator      Neil Rasmussen, Chairman

Comments:

<b>RECOMMENDATIONS/COMMENTS</b>
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**Reject bids received, schedule another public meeting, and submit interlocal to Galveston for consideration.**

The City of South Padre Island proposes to establish a paid-parking program for the Gulf Coast beach located within the City's boundaries. The program will utilize an internet/phone system for visitors to pay for their parking spaces. The revenue will be used to fund reasonable and necessary services and facilities directly related to the public beach.

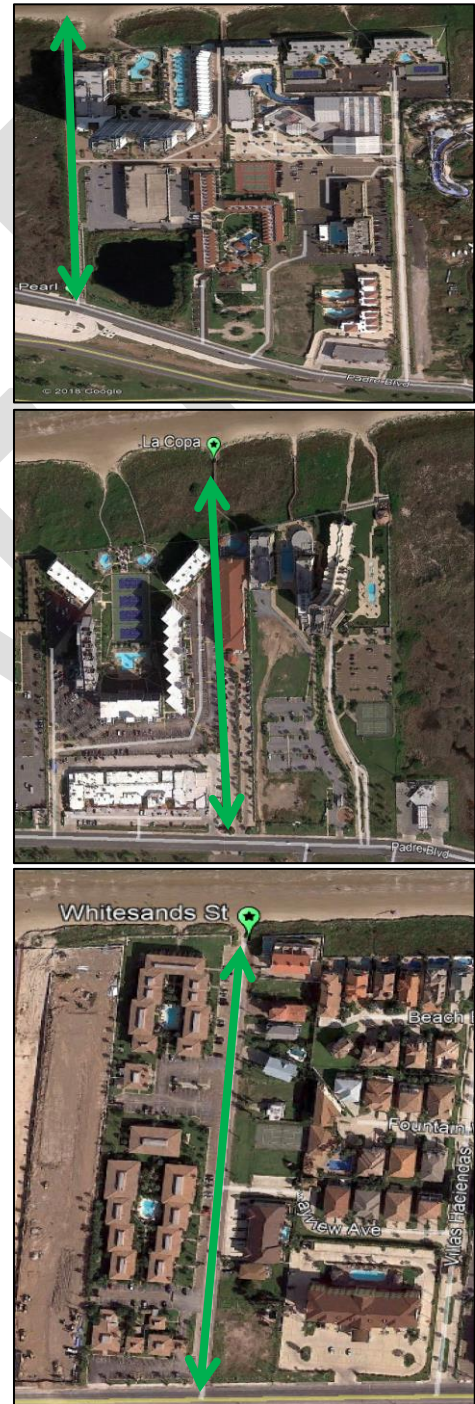
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## **SOUTH PADRE ISLANDS CURRENT BEACH ACCESS PROGRAM:**

Presently there are a total of twenty-seven (27) City beach accesses maintained by the City of South Padre Island (City) and 2,061 parking spaces. Eight of the beach access parking lots are located off of Gulf Boulevard.

- The Pearl Beach Access lies within an easement located on the north property line of The Pearl Hotel. This beach access begins as a forty (40) foot-wide public ingress/egress easement at the Park Rd 100 frontage road and transitions to a ten (10) foot wide pedestrian access 301.11 feet west of the toe of the existing retaining wall. This access was dedicated at the encouragement of the State, to the Texas Conservation Foundation. The new Multimodal Facility serves as a draw for tourists and residents alike, increasing the importance of this particular access.
- Easement located on the north property line of La Copa. This ten (10) foot-wide public beach access was also dedicated as part of an agreed judgment with the State. This right-of-way will utilize the free parking provided by the City at the Multimodal Facility and between Padre Boulevard and Highway 100.
- White Sands Street is a public right-of-way. It is the City's northern most public beach access. Eight (8) public parking spaces are available along this right-of-way and parking spaces at Tompkins Park, only three-tenths of a mile south can also service this area. Use of Island Metro, the City's free bus service will also facilitate the use of this beach access.



## BEACH ACCESS SYSTEM:

The remaining twenty-four (24) beach accesses under the City's jurisdiction are located on Gulf Boulevard. The beach access cul-de-sac located on Gulf Boulevard are public rights-of-way. More details on beach access points and parking areas can be found in the City's Beach Parking System Handbook (Attachment A) dated July 2018.



## CURRENT REVENUE:

South Padre Island:

Three beach accesses provide free parking in the City. They include Harbor Circle, Surf Circle and Aurora Circle. The City's current beach-related services and beach nourishment funds are solely funded through the Hotel Occupancy Tax (HOT). The City's beach access and maintenance operations, beach patrol, and law enforcement costs are funded by the two percent that the City receives from the State. During the fiscal year 2017, the State HOT collections were \$1,913,208. The beach nourishment fund is funded by the ½ percent that is locally collected and during the fiscal year 2017, \$474,598 was collected. With the increasing costs for beach nourishment and walkover construction, the City has only been able to improve beach accesses over the last few years through grants supplied by the General Land Office (GLO).

Cameron County Fee Schedule:

The following fee schedule has been adopted by Cameron County Commissioners' Court and approved by the GLO:

Pass Type	Current	Maximum
Day Use	\$10.00	\$12.00
30 Day Pass	\$25.00	\$25.00
Annual Pass	\$100.00	\$100.00

\*Military Veterans receive fifty percent off

## EXPENDITURES:

	Total 2013	Total 2014	Total 2015	Total 2016	Average
Direct Supervision	\$67,915.00	\$67,915.00	\$87,284.00	\$70,052.15	\$ 73,291.54
Labor	\$203,172.64	\$228,749.26	\$155,756.00	\$275,357.48	\$ 215,758.85
Law Enforcement	\$216,937.26	\$278,090.79	\$324,378.00	\$166,087.54	\$ 246,373.40
Equipment Expense	\$137,321.20	\$194,609.60	\$86,897.00	\$258,326.15	\$ 169,288.49
Administrative Expense	\$21,000.00	\$21,000.00	\$21,000.00	\$157,252.74	\$ 55,063.19
Miscellaneous Supplies	\$64,454.33	\$60,575.08	\$500.00	\$40,844.87	\$ 41,593.57
Electricity-Annual Expense	\$2,102.00	\$2,102.00	\$2,102.00	\$2,102.00	\$ 2,102.00
Water-Annual Expense	\$4,254.00	\$4,254.00	\$4,254.00	\$4,254.00	\$ 4,254.00
Totals	\$717,156.43	\$857,295.73	\$682,171.00	\$974,276.93	\$807,725.02
Annual average for side street improvements					\$681,454.78
Beach Nourishment Annual Budget					\$650,000.00
Gulf Blvd & Beach Access improvements average 2012- 2018					\$615,000.00
Grand Total					<b>\$ 2,754,179.60</b>

## FREE PUBLIC PARKING:

The City currently has a total of **980** parking spaces east of Padre Boulevard on the east side street and Gulf Boulevard rights-of-ways and beach access cul-de-sacs. Parking along the unimproved east side streets is currently restricted for safety reasons. As funds become available the City will continue to improve the east side streets to address safety concerns which would then make them available for public beach parking. Required improvements for unrestricted on-street parking include widening of the street with curb/gutter and a sidewalk. Thanks to the City of South Padre Island's Master Thoroughfare Plan, street improvements are now in cue for improvements based on need.

The free public parking available to visitors comprises **fifty-two** percent of the City's total available parking. The table outlines all the City free public parking areas. Additional information is available in the City's Beach Parking System Handbook (Attachment A) date July 2018.

The City recognizes the need to expand parking along Padre Boulevard not only to improve access to the Gulf beach but also to provide access to local businesses to support the City's Form-Based Code. In 2011, the City adopted a zoning ordinance known as Form-Based Code. The ordinance provides for an alternative to conventional zoning. It places the focus on the form of development as opposed to use. It promotes mixed-use development pedestrian use of the streets along with transit. With the new code, the City is moving towards the multi-modal use of the streets. The approach will focus on additional parking lots that will accommodate persons visiting the City, enjoying the local commerce and natural resources.

Parking Location	ADA	Public	Total	Free parking	Paid Parking
SPI Convention Center	9	447	456	456	
SPI Birding Center	4	109	113	113	
Thompkins Park	2	21	23	23	
SPI Post Office	2	86	88	88	
SPI City Hall	7	111	118	118	
SPI Multi Modal	6	120	126	126	
South Lot (La Copa)	0	27	27	27	
Beach Access Cul de Sacs	23	227	250	23	227
Gulf Blvd. R.O.W	7	310	317	7	310
Improved East side streets	0	443	443	0	443
Contributed by County Parks for Shores Development	0	100	100	100	
Totals	60	2001	2061	1081	980
FREE PARKING					
PAID PARKING					

The majority of the free parking located on Padre Boulevard is west of the Boulevard. To local officials and residents, Padre Boulevard is the City's Main Street. To State officials, it is often viewed as a highway; hence its designation of Highway 100. However, Highway 100 is the Main Street in Port Isabel and Los Fresnos. On the forefront of City initiatives is the walkability of Padre Boulevard. City officials are working closely with the Texas Department of Transportation to construct medians and crosswalks for the entire length of the City. Our goal is to make South Padre Island a walkable city for our residents and visitors and provide ample parking amenities for this population. The Padre Boulevard Median and Sidewalk Project will be completed by the end of 2020 providing both amenities from the causeway landing all the way to the City's most northern limits.

Similarly, the City encourages the common approach to beach parking that is used in numerous communities. This approach is for the driver to drop off their passengers at a beach access, find a place to park and then walk to meet the passengers on the beach. This same process is used when it is time to leave. Rarely, in populated areas are beach users able to park in front of the beach that they will access without paying a fee for beach parking.

In compliance with Chapter 681 of the Texas Transportation Code persons with disabilities are exempt from the payment of any fees if the vehicle is displaying an appropriate license plate or disabled parking placard. This does not permit parking at a time when or a place where parking is prohibited.

## **FREE TRANSPORTATION:**

The “Island Metro”, the City’s free bus system, is integral to public access to South Padre Island’s public beaches. As the City becomes more congested, the City will move to direct parking to large public lots and assist the public in accessing the City through the Island Metro, bicycle and pedestrian traffic. Presently, the Island Metro runs seven days per week. Two routes provide service to the beach accesses after going by the off-beach parking areas. It goes directly to Gulf Boulevard heading south providing access to 24 of the City’s 27 beach access points.

An illustration and more details on the Island Metro’s dedicated beach route can be found in the City’s Beach Parking System Handbook (Attachment A) dated July 2018.

## **BEACH USER FEE PROGRAM:**

### **Fee Schedule:**

Hourly Rate Max	\$2.00
Seasonal Pass Max	\$100.00

The City proposes to initiate an internet-based paid parking system for beach parking on Gulf Boulevard in conjunction with a beach parking permit program. The Beach User Fee will be required year-round on South Padre Island, the City plans on running the program from 8:00 AM to 8:00 PM. The City will implement a \$2.00 charge for 1 hour of use. Details on fees and charges are in the below table. In compliance with Chapter 681 of the Texas Transportation Code persons with disabilities are exempt from the payment of any fees if the vehicle is displaying an appropriate license plate or disabled parking placard. This does not permit parking at a time when or a place where parking is prohibited.

1 Hour	
Beachgoer Charge	\$ 2.00
Convenience Fee	\$ 0.12
Transaction Fee	\$ (0.25 + 2.9%)
City of SPI	\$ 1.69



## PASSPORT:

Passport labs' mobile payment for parking platform, will enable a beach-goer to pay via an app, online or by Interactive Voice Response (IVR) for parking on an hourly rate. This system will span any available public parking space located on Gulf Boulevard, improved side streets and all beach access cul-de-sacs. Among Passport's available payment options are all major credit and debit cards (Visa, MasterCard, Discover, and AMEX), PayPal and Passport's digital closed-loop wallet.

Passport maintains PCI-DSS Level 1 (V. 3.2) compliance, which is the highest standard of credit card safety. No sensitive information is stored or transferred to the Passport database. The only information that is stored in the database are names, phone number and email addresses. All credit card information is stored in an isolated card storage database. That data is encrypted and tokenized to reduce the risk of credit card fraud in the event of a breach.

Passport, visitors will be able to pay for their parking from their smartphones, either through the Passport Parking application if the parkers have an Android or Apple device, or through a mobile-optimized companion website, which mimics the Parking application. The registration process through the application is a seamless and intuitive experience, with the first parking session with registration takes less than 2 minutes and each subsequent parking session may be initiated in 10 seconds or less. If a visitor does not have a smartphone, they will be able to utilize Passport's IVR system. The Interactive Voice Response (IVR) system enables mobile payment of parking while still encouraging the use of the application to begin a session. With IVR, visitors will call a local number and respond to commands using touch-tone prompts. The first session started by a visitor will end with a prompt to create a PIN. Thereafter, the system will recognize the phone number and request the PIN, thereby recalling all payment and vehicle information. All options are a convenient way for visitors to manage their account from laptops or desktop computers.

Parkeon Kiosks can be utilized as a means of collecting cash and card payments into the parking system. The City's paid parking is based on the license plate not the parking space, meaning that you would be able to purchase access to park from any of these machines for any space that happens to be available. The units can be acquired from buy board at a cost of around \$9,000 per unit acquired and installed and the City foresees needing up to 12 units.



Automatic License Plate Readers would make the enforcement of the payment system seamless between the kiosks and mobile payments. Vehicles equipped with ALPR's would have the ability to drive down streets and ticket vehicles that have parked without paying without the need to individually run each license plate. This allows for simpler enforcement and simplifies the user experience.

## Estimated Sales with Passport Labs Inc:

The estimated net revenue to be generated from the parking program in its first year is \$680,243. This estimated revenue is calculated using a proforma from a peer coastal community and financial information obtained through the Request for Proposal (RFP) process.

The City plans on running the program year round (52 weeks) and charging between the hours of 8 am to 8 pm. The parking fee is \$2.00 for one hour.

## A six-hour stay would break down as follows;

A visitor would be charged \$12.12 to park their vehicle.

City of South Padre Island would receive total parking fee of \$11.40

City of South Padre Island would pay .60 cents for convenience and transaction fees.

Projected Revenue to the City of South Padre Island

\$10.80 per six-hour transaction

## ANNUAL PARKING PASSES:

The City will charge a fee up to \$100 per year for an annual pass. The annual pass fee is similar to the current rate under Cameron County. Passes will be available at City Hall during the week and the Visitor's Center and Police Station/Multimodal during weekends.

## Estimated Sales of Seasonal Parking Permits:

The City South Padre Island has more than 2,800 permanent residents. The City estimates that only twenty percent of permanent residents would purchase an annual parking pass. Given that the Island is a half mile wide at its widest, the beach is a relatively short walk from all areas on the Island. The City estimates the sale of an additional 800 annual passes.

Estimated Annual Passes			
	Estimated passes	Cost per pass	Gross Profit
Residents	400	\$100	\$40,000
Other	400	\$100	\$40,000
			\$80,000

Annual Parking Passes will be offered at a discounted rate of \$25.00 to anyone who purchases them during the month of January.

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## **NECESSITY FOR BEACH USER FEE:**

The fees are necessary to address several serious issues and problems that pose public health and safety risks. These issues continue to occur year after year associated with beach-related services and include: (1) the struggle of dealing with the excessive, unsightly and unsanitary accumulation of trash on the beaches; (2) ability to provide a safe and adequate parking in the limited space adjacent to the beach along Gulf Boulevard; (3) and the necessity to bring all identified beach accesses to a usable condition and have funds to maintain them on an annual basis.

As a result, the City of South Padre Island has implemented several abatement initiatives that are consistent with TAC §15.8 such as:

- a. Creating a beach maintenance crew that is strictly to address the litter problem, maintain the trash receptacles, maintain the beach accesses, and the dune walkovers;
- b. Creating the Shoreline Department that employs a the Shoreline Director, Program Coordinator and Grant and Special Projects Administrator whose jobs are to oversee shoreline maintenance activities and provide information to the City Council when making decisions that impact the beach or bay;
- c. Creating a seasonal beach patrol that patrols the beaches for swimmers in distress and provides basic first aid when needed.

## **USER FEES SUPPORT ENHANCED MANAGEMENT PRACTICES:**

The City of South Padre Island continues to maintain adequate and safe beach access for the public which are subsidized through the collection of HOT. The addition of a Beach User Fees collected will support expenditures associated with both long-term and short-term enhanced beach management practices such as:

### **Short-Term:**

- a. Seasonal staffing to support the influx of visitors during peak times including law enforcement, lifeguards, code enforcement and maintenance workers.
- b. Expanded beach cleaning activities:
  - Increase the hand collection of litter.
  - Purchase beach equipment that lessens the maintenance activities impacts to the beach/dune system.
  - Create educational signage for the public related to beach maintenance.
- c. Beach access and Walk-over preventive maintenance:
  - For improvement and general maintenance of designated beach access points. By installing parking, rinse stations, drinking water and walkovers.
  - The City will use funds to rehabilitate older beach access walkovers that are in need of repair.



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## Long-Term:

- a. The City will utilize the funding to maintain the streets and parking infrastructure that will serve the public as part of this Beach User Fee Plan.
- b. The City currently only has two public restrooms on Gulf Boulevard Improved public sanitation by the provision of portable restrooms or other mobile restroom solution along the beach or access points located in the City. Given our seasonal nature of demands for public sanitation mobile restrooms are the most adaptable to our fluctuating demands. (One to three years depending on HOT revenue and grant availability.)
- c. Beach access enhancements:
  - The City currently has twenty-seven beach accesses of which eleven have an improved dune walkover, seven are improved with access matting, four are emergency vehicle accesses, three are unimproved nature trails and two are accessible via a short set of stairs. Of the twenty-seven accesses, six of them could be improved for an approximate increase of 100 parking spaces in those cul-de-sacs.

## **CITATION OF ALL LEGAL AUTHORITY:**

### **LEGAL AUTHORITY AUTHORIZING COLLECTION OF FEES:**

Section 63.053(b) of the Texas Natural Resource Code allows governing body of a municipality to charge reasonable fees that do not exceed the cost for the provision and maintenance of public beach related facilities and services necessary to implement such plans, including but not limited to parking, public health and safety, environmental protection and matters contained in the certified beach access plans, and that do not unfairly limit access to and use of such beaches. Title 31, Texas Administrative Code, Rule 15.8 sets forth requirements to be met for Beach User Fees.

### **BEACH ACCESS CHARGE AUTHORIZATION:**

The City is authorized to charge a beach user a fee in exchange for providing services to beach users in general. A Beach User Fee may only be imposed if the fee is reasonable, taking into account the cost to the local government of providing public services and facilities directly related to the public beach. A reasonable fee is one that recovers the cost of providing and maintaining beach-related services. In addition, any fee collected for off-beach parking to provide access to and from the public beach is considered a Beach User Fee.

### **AUTHORIZATION SCHEDULE:**

In order to establish and maintain quality beach-related services and facilities for the preservations and enhancement of access to and from the beach and safe and healthy use of beaches by the public, the following fee schedule is proposed for adoption by the City Council:

- Hourly fee of up to \$2.00/hour
  - A visitor would be charged \$2.00 to park their vehicle for one hour.

- Parking Fee: \$2.00 for 1 hour.
- Convenience Fee: .12 cents
- Credit Card Transaction fee: .25 cents +2.9%
- Up to \$100.00 fee for an annual pass
  - Gulf Boulevard Rights-of-Way, Improved side streets, and beach access cul-de-sacs, with the exception of all ADA parking spaces and regular parking spaces available at Harbor Circle, Surf Circle and Aurora Circle that will be available as free parking

## **STATE STANDARDS CONSISTENCY:**

### **PROPOSED FEE IS CONSISTENT WITH STATE STANDARDS:**

The beach user fee cannot exceed the necessary and actual cost of providing reasonable beach-related public facilities and services, unfairly limit public use to and from public beaches in any manner, is not inconsistent with Title 31, Texas Administrative Code, Rule §15.8 or the Open Beaches Act; or discriminates on the basis of residence.

The City fee will apply to parking spaces adjacent to the public beach this includes east and west sides of Gulf Boulevard, improved side streets, and beach access cul-de-sacs identified. All other parking areas west of Gulf Boulevard will remain free to the public to use in addition to the 62 spaces identified as free parking previously in the plan. The off-beach parking areas will be serviced by a dedicated beach route that will run 365 days a year from 8 a.m. – 8 p.m.

The Beach User Fee will not exceed the necessary and actual cost of providing reasonable beach-related public facilities and services. The Beach User Fee will not unfairly limit public use to and from the public beaches. The beach user fee does not discriminate on the basis of residence and is consistent with Title 31, Texas Administrative Code, Rule §15.8 and the Open Beaches Act.

### **ENFORCEMENT:**

The City of South Padre Island will create a separate division of the Shoreline Department to enforce the paid parking plan. Parking violations expressly related to the paid parking plan will be enforceable under an ordinance to be passed by the City Council and in compliance with the City of South Padre Islands Police Department Standards. The division will consist of at least three employees solely dedicated to operating and enforcing the paid parking system. This shall include the collection of monies from kiosks and its subsequent processing through the Finance Department, providing in-person and over-the-phone assistance, and enforcement of proper parking regulations. The division will have police package vehicles to offer the electronic capacity and footprint in order to handle the enforcement systems. The vehicles will be “wrapped” in order to distinguish them from police vehicles and give them an approachable and friendly appearance. See Galveston’s “It’s Island Time” vehicle wraps below.



#### **USE OF BEACH USER FEE REVENUES:**

Revenues generated from Beach User Fees shall be used only for beach-related services. In accordance with TAC §15.2(11), "beach-related services" means reasonable and necessary services and facilities directly related to the public beach which are provided to the public to ensure safe use of and access to and from the public beach, such as vehicular controls, management, and parking (including acquisition and maintenance of off-beach parking and access ways); sanitation and litter control; lifeguarding and lifesaving; beach maintenance; law enforcement; beach nourishment projects; beach/dune system education; beach/dune protection and restoration projects; providing public facilities such as restrooms, showers, lockers, equipment rentals, and picnic areas; recreational and refreshment facilities; liability insurance; and staff and personnel necessary to provide beach-related services including, but not limited to, reasonable administrative costs and accounting directly attributable to beach-related services as limited by TAC §15.8(f). Beach-related services and facilities shall serve only those areas on or immediately adjacent to the public beach.

#### **RECIPROCITY AGREEMENT:**

The City and Cameron County have entered into an interlocal agreement (PENDING). Each party will recognize its own Beach Parking Permit system and be responsible for enforcement within their respective jurisdictions. Neither will be required to acknowledge or accept the other's permit within their jurisdictional limits.

## **SIGNAGE:**

The City shall assure that all free and user fee-based access for parking and payment locations are clearly identified with signs at all access areas including the off-beach parking areas. Signage will be posted in Spanish and English.

## **REPORTING ADMINISTRATIVE COST AND ACCOUNTING:**

The following methods shall be used for administering and reporting beach user fee accounting:

- a. The City will submit quarterly reports of the revenues and expenditures from Beach User Fee accounts within 60-61 days after the end of the quarter.
  - January 31
  - April 30
  - July 31
  - October 31
- a. No more than ten percent of Beach User Fee revenues shall be expended in one fiscal year on reasonable administrative costs related to beach-related services. Administrative Costs are restricted to the direct costs of providing support for beach services such as supervisors who are directly involved in providing services, then his or her time is eligible, further, accounting, record keeping, personnel services, legal services, insurance and organizational management is eligible.
- b. Revenue/Expenditure Accounting. The City will establish a separate "fund" in the City's budget for all expense of revenue activities occurring on City beaches. Revenues will be maintained and accounted for separately and not commingled with any other funds so that fee collections may be directly traced to expenditures on beach-related services.
- c. Beach User Fee revenues shall be maintained and documented individually for each beach user fee and account balances and expenditures shall be documented according to generally accepted accounting principles.
- d. Annual operating and capital budgets will be established based on anticipated revenues and any excess revenues at year-end will be credited to the following year's operating and capital budgets.

Item No.

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** January 16, 2019

**NAME & TITLE:** Brandon Hill, Shoreline Director

**DEPARTMENT:** Shoreline Department

**ITEM**

Discussion and action on the Dune Demonstration Garden project. (B. Hill)

**ITEM BACKGROUND**

The Shoreline Staff has prepared plans for the creation of a Dune Demonstration, with a walkway through five sections of representative Island habitats, in an existing, undeveloped median on Padre Boulevard (opposite La Copa hotel). This will be an educational exhibit on how dunes work and why they are important to South Padre Island.

**BUDGET/FINANCIAL SUMMARY**

Not to exceed \$20,000.

**COMPREHENSIVE PLAN GOAL**

Chapter III. Parks and Resources

GOAL 1: The City shall ensure protection and conservation of natural resources, such as beaches, dunes, wetlands, Laguna Madre waterfront and native flora and fauna, allowing for their sustainable use and enjoyment by future generations.

Objective 1.1 Beach and dunes shall be protected from both natural and artificial erosion.

**LEGAL REVIEW**

Sent to Legal:	YES: _____	NO: _____
Approved by Legal:	YES: _____	NO: _____

Comments:

**RECOMMENDATIONS/COMMENTS**

Authorize staff to proceed with implementation of design.



# Park Road 100 Dune Demonstration



# Proposed Vegetated Areas





# Possible Native Species to Plant



Sea Grape



Sea Oats



Bitter Panicum



Railroad Vine



Evening Primrose



Morning Glory

# Proposed Topography

Proposed Topography of Dune Median





# Path Material Options and Estimates

## Mobi-Mats

- ~370 ft. needed
- Blue 5'x 50' Mat
  - 6 needed at \$2,019.00 = \$12,114.00
- Blue 5' x 40' Mat
  - 1 needed at \$1,615.20
- Blue 5' x 30' Mat
  - 1 needed at \$1,350.00
- Total: **\$15,079.20**

## Gravel

- ~137 cu yd. need
  - If 5' wide path, ~370 ft. long, 2" thick
- Colorado River Rock
  - \$100/cu yd. = **\$13,700**



# Inside & Outside Fence Estimate

## Rope

- ▶ ~750 ft. needed
- ▶ 1/2" x 100' Twisted Rope
  - ▶ 7.5 needed at \$24.09 = **\$180.68**



## Posts

- ▶ ~150 5' posts needed
  - ▶ If posts are 5' apart
- ▶ 4" x 4" x 10' Pressure Treated Posts
  - ▶ 15 posts needed at \$11.88 = **\$178.20**

# Final Estimated Cost Range

Lower End - **\$14,058.88**

- Includes:
  - Fencing for outside path
  - Fencing for inside path
  - Utilizing gravel
  - Sand (no cost)

High End - **\$15,438.08**

- Includes:
  - Fencing for outside path
  - Fencing for inside path
  - Utilizing mobi-mats
  - Sand (no cost)

\*Still waiting on final quotes from Coastal Transplants for plant and labor costs

Item No.

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** January 16, 2019

**NAME & TITLE:** Brandon Hill, Shoreline Director

**DEPARTMENT:** Shoreline Department

**ITEM**

Discussion and action to award the Invitation to Bid for the lease/purchase of portable toilets and their maintenance services. (B. Hill)

**ITEM BACKGROUND**

After joint workshops, the Shoreline Task Force and City Council selected a “tasteful toilet” approach of portable toilets with decorative privacy enclosures installed year-round at various beach accesses to be evaluated at the end of the season. Council authorized a budget amendment for the rental of twenty ADA compliant “port-a-potties” on December 5, 2018. Council on December 17, 2018 then gave authorization to solicit formalized quotes in compliance with purchasing policy for the lease of these facilities with option to buy at the end of term.

**BUDGET/FINANCIAL SUMMARY**

\$169,000.00 budget amendment authorized December 5, 2018, setting not-to-exceed amount

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_ NO:   X    
Approved by Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

Award sole respondent A Clean Portoco in the amount of \$13,300.00 per 28-days (twenty ADA units serviced daily) plus one-time delivery and pick-up charges.

W. B. J. Knecht



4601 Padre Blvd  
South Padre Island, Texas 78597  
[www.MySPI.org](http://www.MySPI.org)

## Invitation to Bid Annual Requirements

### **INVITATION TO BID 2019-01-03 TEMPORARY TOILET SERVICES**

Bids must be received before:

January 3, 2019

2:00 p.m. central time

City of South Padre Island

ATTN: City Secretary

4601 Padre Blvd.

South Padre Island, TX 78597

City of South Padre Island – City Secretary  
4601 Padre Blvd • South Padre Island, TX 78597 • (956) 761-8109 • Fax (956) 761-3888  
[www.MySPI.org](http://www.MySPI.org)



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## INTRODUCTION

Bids are solicited for an Annual Price Agreement for Temporary Toilets with the following definitions, terms and conditions of bidding. Upon acceptance and award of this bid, this Invitation to Bid becomes a working Agreement between the Parties.

### A. NOTICE

Sealed bids are due at 2:00 p.m. on January 3, 2019 after which time all qualified bids will be opened and publicly read aloud at 4601 Padre Blvd, South Padre Island, Texas 78597. Bids received after the specified deadline will be returned unopened.

Sealed bids shall be clearly marked with the bid number and title and addressed to the City of South Padre Island – City Secretary. Bids shall be delivered using one of the following:

<b>Hand-deliver to:</b>	<b>Mail to:</b>	<b>Ship to (FedEx, UPS, DHL):</b>
4601 Padre Blvd	4601 Padre Blvd.	4601 Padre Blvd.
South Padre Island, TX 78597	South Padre Island, TX 78597	South Padre Island, TX 78597

Vendors may receive notice of bids from the City of South Padre Island from a variety of channels. Approved methods of dissemination include: City of South Padre Island website or the City of South Padre Island City Secretary. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of South Padre Island accepts no responsibility for the receipt or notification of solicitations through any other source.

### B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Brandon Hill  
Shoreline Director  
bhill@myspi.org

The deadline for written questions is Friday, December 28, 2018 at @ 2:00 p.m.

### C. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Vendors	December 12, 2018
Advertisement Dates	December 13 and 20, 2018
Deadline for Questions and Inquiries	December 28, 2018
ITB Due Date	January 3, 2019
Earliest Award by City	January 16, 2019

## DEFINITIONS

The following definitions shall be used to identify terms throughout this invitation to bid:

**A. AGREEMENT/CONTRACT**

A mutually binding legal document obligating the Vendor to furnish the services specified within this solicitation and obligating the City to pay for the services as specified.

**B. BID/RESPONSE/OFFER/QUOTATION**

A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

**C. BIDDER/RESPONDENT/OFFERER**

The Respondent identified throughout the solicitation that they consider themselves qualified to provide the services specified herein, and are interested in making an offer to provide the services to the City.

**D. CITY**

The City of South Padre Island, located in Cameron County, Texas.

**E. CITY COUNCIL**

The elected officials of the City of South Padre Island, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

**F. PIGGYBACK CONTRACT**

A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

**G. PURCHASE ORDER**

A purchase order records the financial obligation of the City to pay for services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

**H. SOLICITATION/INVITATION TO BID**

This Solicitation document issued by the City containing terms, conditions and specifications for the services to be procured.

**I. VENDOR/CONTRACTOR**

Person or business enterprise providing services to the City as fulfillment of obligations arising from an agreement or purchase order.

## INSTRUCTION TO BIDDERS

Qualified bidders interested in responding to this Solicitation must submit the following information as part of their bid response. Failure to provide any information requested in this Solicitation may result in disqualification of the bid response.

**A. FORMS**

All Responses must be submitted on the form(s) provided by the City, and accompanied by all required attachments. All figures must be written in ink or typewritten. Mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person certifying the bid.

**B. RECEIPT OF BIDS**

Sealed bids must be received by the City prior to the date and time specified. The mere fact that the bid was dispatched will not be considered; the bidder must insure that the bid is actually delivered. Bids received after that time will be returned unopened to the Respondent. Bid responses submitted via fax or email is not acceptable.

**C. CERTIFICATION**

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, which will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

**D. EXCEPTIONS**

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

**E. TAX EXEMPT**

Respondents bid prices must be net, exclusive of taxes. The City is exempt from State Retail Tax and Federal Excise Tax.

**F. DISCLOSURE OF INTERESTED PARTIES**

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware

on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.

2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

## **STANDARD TERMS and CONDITIONS**

### **A. ACCEPTANCE**

Acceptance is deemed to have occurred upon the latter of the following: the Vendor's signature on this Invitation to Bid or approval by the City Council, or their designee. A City of South Padre Island Purchase Order is required prior to the delivery of any services provided to the City.

### **B. ABSENCE of PURCHASE ORDER or AGREEMENT**

The City is not responsible for delivery of any services without a proper Purchase Order.

### **C. ADDENDA**

If it becomes necessary to revise any part of this bid, prior to the due date and time, a written addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Bidders in written addendum form from the City.

Addenda will be transmitted to all that are known to have received a copy of the bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

### **D. ADVERTISING and PUBLICITY**

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

### **E. ASSIGNMENTS**

The Agreement shall be binding upon and inure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Agreement.

### **F. AWARD of CONTRACT**

A Contract may be awarded to either the lowest responsible bidder or the bidder who provides services at the best value for the City. In determining the best value for the City, the City may consider, but is not necessarily limited to, the following factors:

- a. conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;

- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- h. delivery terms;
- i. payment terms;
- j. availability of repair and maintenance parts;
- k. financial condition;
- l. products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- m. the total long-term cost to the City to acquire the bidder's goods or services; and
- n. any relevant criteria specifically listed in this request for bid.

Although the cost of services to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

#### **G. BUSINESS PRACTICES**

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

#### **H. CANCELLATION or TERMINATION**

##### **1. Termination For Cause:**

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

##### **2. Termination Without Cause:**

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services actually delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

##### **3. Non-Appropriation:**

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

**4. Cancellation:**

The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

**I. CLAIMS**

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the City Manager, 4601 Padre Blvd, South Padre Island, TX 78597.

**J. CODES, PERMITS, LICENSES**

Vendor shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to the services delivered and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

**K. COLLUSION**

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular bid solicitation or request.

**L. COMMUNICATION**

To insure the proper and fair evaluation of this bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Respondents and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the Bid then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed as provided herein.

**M. CONFIDENTIALITY**

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of

the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**N. DEFAULT**

Vendor shall be in default under the Agreement if the Vendor (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any agreement Vendor has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Vendor's bid, or in any report or deliverable required to be submitted by Vendor to the City.

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in cost of services, if any, and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of services unless the scope of work is significantly modified.

**O. DELAYS**

The City may delay scheduled deliveries or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Vendor from delaying the deliveries as notified.

**P. DISCLOSURE OF PENDING LITIGATION:**

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

**Q. DISPUTE RESOLUTION**

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot



resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

**R. EFFECTIVE DATE and TERM**

This Bid shall be effective upon approval by the City and full execution of this Invitation to Bid and issuance of a City Purchase Order, and shall continue in effect until all obligations are performed in accordance with the terms and conditions herein.

**S. FORCE MAJEURE**

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**T. FRAUD**

Fraudulent statements by the Vendor on any bid or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

**U. GRATUITIES**

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

**V. INDEPENDENT CONTRACTOR**

Nothing in this bid is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

**W. INDEMNITY**

**VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

**X. INFRINGEMENT**

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance

with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City exercises anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under this Paragraph, and the City makes no warranty that the services, development or delivery of such deliverables will not impact such warranties of Vendor.

**Y. INSURANCE REQUIREMENTS**

Upon request, Vendor shall provide a copy of its insurance policies to the City.

**Z. INTERLOCAL AGREEMENT**

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

**AA. INTERPRETATION**

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

**BB. INVALIDITY**

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

**CC. LIABILITY**

Any person, firm or corporation party to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of the Agreement. Vendor assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its

officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

**DD. LIENS**

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all services delivered under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

**EE. MANAGEMENT**

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions and pricing. The Agreement is nontransferable by either party.

**FF. NOTICES**

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's bid or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of South Padre Island, 4601 Padre Blvd., South Padre Island, TX 78597 and marked to the attention of the City Manager.

**GG. OVERCHARGES**

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

**HH. PAYMENT TERMS**

**1. Tax Exempt Status:**

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

**2. Invoicing Requirements:**

Unless otherwise specified, all invoices shall be submitted to City of South Padre Island, Accounts Payable, 4601 Padre Island, South Padre Island, TX 78597, and issued as required by the Purchase Order or Agreement. *Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address.* If applicable, transportation and delivery charges must be itemized on the each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

**3. Payment Terms:**

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after acceptance of services delivered, or the day of receipt of a correct invoice, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the good delivered, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning deliveries made, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

**4. Right To Audit:**

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

**5. Firm Pricing:**

The price shall remain firm for the duration of the Agreement, or any extension period, unless expressly approved in writing. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

**6. Price Warranty:**

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

**7. Travel Expenses:**

All travel, lodging and/or per diem expenses associated with providing the services specified must be included in the original Bid and resulting Purchase Order. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

**II. PERSONAL INTEREST**

No employee or City Council Member of the City may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service to, for, with or by the City.

**JJ. PRIORITY OF DOCUMENTS**

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

**KK. PROHIBITED VENDORS**

The City of South Padre Island prohibits conducting business with vendors under the following conditions:

1. Vendors who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas.
2. Vendors who boycott Israel. By signing and submitting this bid, Vendor certifies that:
  - a. Vendor does not boycott Israel; and
  - b. Vendor will not boycott Israel during the term of the agreement.

**LL. PUBLIC INFORMATION**

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

**MM. REIMBURSEMENTS**

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

**NN. RESERVATIONS**

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

**OO. RESPONSES BECOME PROPERTY OF THE CITY**

Submissions received in response to a Solicitation become the sole property of the City.

**PP. RIGHT TO ASSURANCES**

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

**QQ. SEVERABILITY**

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

**RR. SURVIVABILITY OF OBLIGATIONS**

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

**SS. VENDOR'S OBLIGATION**

Vendor shall fully and timely provide all deliverables described in this Solicitation, Vendor's bid must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

**TT. VENUE**

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in South Padre Island, Texas, and the venue for any action related to this Agreement shall be South Padre Island, Texas. All issues arising from this Agreement shall be resolved in the courts of Cameron County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

**UU. WAIVER**

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

**VV. WITHDRAWAL**

Respondents may request withdrawal of a sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the City in writing.

**SPECIAL TERMS and CONDITIONS**

**A. TERM OF AGREEMENT**

**1. Original Term:**

The initial term of the agreement shall become effective from date of acceptance and approval by the City of South Padre Island. It shall remain in full force and effect with firm fixed bid prices for twelve (12) months.

**2. Renewal Term:**

Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to two (2) additional one (1) years [three (3) years total]. The renewal will under the same terms and conditions as the original agreement; provided, however, that the unit prices bid under the original agreement may, by mutual consent, be increased by no more than ten (10) percent (10%) of the original agreement. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

**B. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE**

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required

in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

**C. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR**

Vendor shall provide all material and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

**D. WORKFORCE**

If Services are to be performed principally on the City's premises or on public right-of-ways:

- a. Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement.
- b. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering services under the Agreement may not:
  - i. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.
- c. If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from services contemplated under this Agreement and may not employ such worker again under this Agreement without the City's prior consent.

**E. COMPLIANCE WITH ALL SAFETY AND ENVIRONMENTAL REQUIREMENTS**

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

**F. STOP WORK NOTICE**

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**G. WARRANTY OF SERVICES**



Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

In the event the Vendor is unable or unwilling to perform the Services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of Services originally required to purchase from the Vendor under the Agreement and procure conforming Services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the city to procure such services from an alternative source.

#### **H. SUBCONTRACTORS**

If the Vendor utilizes Subcontractors in providing the services under the Agreement, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. The Vendor shall:

1. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
2. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
3. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
4. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
5. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City; and
6. Shall pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

#### **I. DAMAGE TO CITY PROPERTY**

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

#### **J. INSURANCE REQUIREMENTS**

Vendor must maintain insurance coverage and limits more fully described herein for the duration of the Agreement. Throughout the term of this Agreement the Contractor must comply with the following:

- 1. Standard Insurance Policies Required:**
  - a. Commercial General Liability
  - b. Business Automobile Liability
  - c. Workers' Compensation
- 2. General Requirements Applicable to All Policies:**
  - a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
  - b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit A; and shall be approved by the City before work begins
  - c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
  - d. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
  - e. The City will not accept "claims made" policies
  - f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City
- 3. Commercial General Liability**
  - a. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
  - b. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
  - c. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.
  - d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
  - e. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.
- 4. Business Automobile Liability**
  - a. Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better rating under the current A. M. Best Key Rating Guide.
  - b. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
  - c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
  - d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
  - e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.
- 5. Workers' Compensation Insurance**

- a. Workers compensation insurance shall include the following terms:
  - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
  - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
  - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

## TECHNICAL SPECIFICATIONS

The City of South Padre Island seeks temporary toilets to supplement existing public restrooms at its beach access facilities. The City invites bids to the following technical specifications: twenty (20) individual, portable toilet units (referred to as "port-a-potties" or "port-a-johns"); all units must be Americans with Disabilities (ADA) compliant; each unit must contain at minimum toilet, hand sanitizer dispenser, and internal lighting. Every bid must include delivery, installation and removal of unit as well as documented daily service log and proof of insurance throughout duration of product placement. Responses to this invitation must itemize the monthly rental charge for each unit, the cost for daily janitorial service, and charges for any maintenance and repair. Responses may also itemize the cost to buy-out the toilet unit upon completion of any length of prescribed rental term (i.e., cost to purchase after six months of rental, twelve months of rental, 24-months of rental, etc.).

Quotation Form follows on next page.

## CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Bidder certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: Nancy Perez Title: V. President

Typed Name: Nancy Perez Company Name: A Clean Portoco

Phone No.: (956) 230-1370 Fax No.: (956) 230-1450

Email: acp@portoco.com

Bid Address: PO Box 531607 Harlingen TX 78553  
P.O. Box or Street City State Zip

Order Address: \_\_\_\_\_  
P.O. Box or Street City State Zip

Remit Address: \_\_\_\_\_  
P.O. Box or Street City State Zip

Federal Tax ID No.: 74-2793390

DUNS No.: 029142648

Date: 12-28-2018

## FOR CITY USE ONLY

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

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

## QUOTATION FORM

**A. DATES FOR COMPLETION**

Response must show the number of days required to provide services to the City's designated location under normal conditions. Unrealistically short or long completion promises may cause Response to be disregarded. Failure to state completion time obligates Respondent to complete services in 30 calendar days.

FOB: SOUTH PADRE ISLAND, TX

**B. DISCOUNTS**

Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.

**C. QUANTITIES**

Quantities indicated below are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

**D. UNIT PRICES**

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The City reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

**E. VALIDITY OF PRICING**

Pricing will be considered firm for acceptance for a minimum of 60 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of parties.

**F. QUOTATION**

All Responses must be submitted on the form(s) provided below. Quantities provided are annual estimates. The City will order as needed, when needed during the term of the Agreement.

<u>Item #</u>	<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price per 28 days</u>
1.	ADA Compliant unit	(20 units)		\$ 175. <sup>00</sup>	\$ 3500. <sup>00</sup>
2.	Delivery (1 time fee)	(20 units)		\$ 15. <sup>00</sup>	\$ 300. <sup>00</sup>
3.	Pick up (1 time fee)	(20 units)		\$ 15. <sup>00</sup>	\$ 300. <sup>00</sup> } 1 time fee
4.	Daily Service with refill of hand sani	(20 units)	Solution	\$ 17.50	\$ 9800. <sup>00</sup>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2019

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).

<b>PRODUCER</b> (MO) Heffernan Insurance Brokers 16100 Swingley Ridge Road, Suite 250 Chesterfield MO 63017	<b>CONTACT NAME:</b> Christine Flynn <b>PHONE (A/C, No, Ext):</b> 636-489-0188 <b>FAX (A/C, No):</b> 636-536-0475 <b>E-MAIL ADDRESS:</b> christinef@heffins.com
<b>INSURED</b> Anrige, Inc. dba A Clean Portco PO Box 531607 Harlingen TX 78553	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Wesco Insurance Company <b>INSURER B:</b> AmTrust Insurance Company of Kansas, Inc. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1493442782**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		WPP1600355	12/15/2018	12/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		WPP1590569	12/15/2018	12/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		KMB1043086	12/15/2018	12/15/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is included as an additional insured per policy form as respects to General Liability and Automobile Liability, if required by written contract (form #CG20380413 and CA9901870715). Primary & Non-Contributory is included per policy form as respects to the General Liability, if required by written contract (form #CG2038 0413). Waiver of Subrogation is included per policy form as respects to General Liability and Automobile Liability, if required by written contract (form #CG24040509, #CA9901870715).

**CERTIFICATE HOLDER****CANCELLATION**

Town of South Padre Island  
4601 Padre Blvd  
South Padre Island TX 78597

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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**A CLEAN PORTOCO**  
"One Call Does It All!"  
1-800-499-4226

# A CLEAN PORTOCO Construction Quotation



[www.Portoco.com](http://www.Portoco.com)

P.O. Box 531607  
Harlingen, Tx 78552

Customer : Town of South Padre Island

Brandon Hill

956-761-8166

bhill@myspi.org

Date: 11/26/18

Site : South Padre Island TX

Delivery  
Service

Pick Up

Brandon

Attached is the pricing for our ADA toilets.

Please feel free to contact us should you have any questions.

Respectfully,

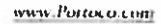
Erica Taylor

Quote Valid for 7 days

December 3, 2018



Portable Toilets — High-Rise Portable Toilet  
Holding Tanks — Handwash Facilities —



P.O. Box 531607  
Harlingen, Tx 78552

[illegible]



**A CLEAN PORTOCO**  
 "One Call Does It All!"  
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# A CLEAN PORTOCO Construction Quotation



[www.Portoco.com](http://www.Portoco.com)

P.O. Box 531607  
 Harlingen, Tx 78552

You as lessee is responsible for the following :

## Portable Sanitation Products, Comfort Stations and Shower Trailers

1. Any Permits required.
2. Protecting ACP products from damage, theft, use by anyone except lessee, and returning all products ( portable sanitation products, comfort stations, shower trailers, ect.) in good condition.
3. Lessee not authorized to place signs onto any A Clean Portoco products without approval.
4. Lessee of Comfort Station, Shower Trailers are responsible for water and power connections.
5. Lessee on long term lesse of comfort stations, shower trailers are responsible for minor repairs, normal repairs and up keep for A Clean Portoco Stations.
6. Indemnifying and holding harmless A Clean Portoco from any and all liability, which may arise out of the rental installation, use or removal of any portable sanitation products, comfort stations or shower trailers to property or grounds of lessee by A Clean Portoco
7. Any Local, State or Federal Taxes of any type.

## Fencing

1. Any Permits required.
2. Notifying proper facilities to have all underground power/ water lines marked.  
Note : ACP will not be responsible for damages to any underground utilities, pipeline, cable, ect.
3. Determining property lines and laying out the perimeter for the fence location.
4. Protecting fence and gates from damage, theft, use by anyone except lessee, and returning fence and gates in good condition
5. Indemnifying and holding harmless ACP Fence from any and all liability, which may arise out of the rental installation, use or removal of the fence and gates furnished by A Clean Portoco
6. Any Local, State or Federal Taxes of any type.

## A Clean Portoco Fence Rental will be responsible for the following :

1. ACP will install Fence and Gates, which is only to be moved by ACP employees.  
Note : Price is based on 1 trip to install and 1 trip to remove.
2. We will remove the fence and gates when you call in for the pick up.  
Note : Please allow an advance notice of 1 week. Please remove any objects that will make it difficult to remove the fence ( weeds, construction materials, vehicles, ect.)  
Safety Note : Freestanding Panels are tripping hazards and ACP temporary fence rental assumes NO RESPONSIBILITY if anyone is injured from tripping on bases.

Lessee agrees to the following charges will apply for repair or replacement during duration of lesse :

<u>Replacement Items &amp; Fees :</u>		(only applies to lessee that does not take damage waiver)	
Fence Gate (6ft x 12ft) -	\$125 ea.	Base for Fence -	\$ 25 ea.
Line T-Post -	\$9.00 ea.	Labor Rate Min. 2 hrs -	\$ 50 per Hr
Fence Chain Link Panel -	\$ 125 ea.		

Initial and Date

\_\_\_\_\_

## **Portable Sanitation Products :**

### **Portable Toilets**

**Holding Tank ( 250 gallon )**

**Extra Service per portable sanitation product**

**Delivery per unit (M-F 6:00 am - 6:00 pm) One Time Fee**

**Pick Up per unit (M-F 6:00 am - 6:00 pm) One Time Fee**

**Delivery for After Hour (M-F 6 pm - 6 am & Sat, Sun)**

**Pick Up for After Hour (M-F 6 pm - 6 am & Sat, Sun)**

**Heavy Duty Unit 9" roll**

**Portable Toilet with Sink**

**Heavy Duty Unit 9" roll with Sink**

**Rolling Single Portable Unit**

**Rolling Double Portable Unit**

**High Rise Portable Toilet**

**High Rise HD 9" Unit**

### **Service of Customer Own**

**Handicap Accessible Unit**

**Handwashing Stations 2 way 55 gallon fresh/waste**

**Hand Sanitizer Station 4 way 3,500 uses per bag**

**Full Service**

**Service Request for After Hour (M-F 6:00 pm - 6:00 am & Sat, Sun)**

**Water Tank with Pump (300 gallon)**

**Service to fill 1000 gallon water bladder bag with potable water**

**Grey Water Containers (250 gallon)**

**Service of grey water container (250 gallon)**

**55 gallon barrels**

**Service of barrels (55 gallon)**

**ACP Trash Boxes**

## **Fence Products :**

**Fence Chain Link Panel (6ft x 12ft)**

**Fence Chain Link w/ t-post**

**Gates (6ft x 12ft) w/ hinge & wheel**

**Double Gate (6ft x 24ft) w/ hinges & wheels**

**Fence Black Privacy Mesh**

**Sand Bags for Fence**

**Crowd Barriers : two types Silver (4ft x 7ft) or Black (4ft x 8ft)**

**Delivery Fence Set Up (M-F 6:00 am - 6:00 pm) one time fee**

**Pick Up Fence Tear Down (M-F 6:00 am - 6:00 pm) one time fee**

**Delivery for After Hour Fence Set Up (M-F 6 pm - 6 am & Sat, Sun)**

**Pick Up for After Hour Fence Tear Down (M-F 6 pm - 6 am & Sat, Sun)**

## **Comfort Station Products :**

**Elite Comfort Station (2 stall in womens side w/ 1 sink & 1 stall/ 1 urinal in men's side w/ 1 sink)**

**Deluxe Comfort Station (3 stall in womens side w/ 2 sink & 2 stall/ 3 urinal in men's side w/ 2 sink)**

**Premium Comfort Station (5 stall in womens side w/ 2 sink & 2 stall/ 3 urinal in men's side w/ 2 sink)**

**Presidential Comfort Station (5 stall in womens side w/ 2 sink & 2 stall/ 3 urinal in men's side w/ 2 sink)**

**ADA Combo Comfort Station ( Handicap Accessible Shower and Restroom)**

Shower Trailer Combo 4 Room ( Showers and Restrooms 4 individual rooms)  
Shower Trailer 8 stall ( 8 showers with changin area and outside sink and mirror)  
Delivery of Trailer (M-F 6:00 am - 6:00 pm) one time fee  
Pick Up of Trailer (M-F 6:00 am - 6:00 pm) one time fee  
Attendant for Event  
Water Tank Trailer with Pump (300 gallon)  
Generator to Power Trailers  
Premium Fee  
Service Fee

**Times per Week Service**

1x week

2x week

3x week

4x week

5x week

everday a week

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